



CITY COUNCIL SPECIAL CALLED MEETING CITY OF BAY CITY

Tuesday, December 16, 2025 at 5:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Jim Folse

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Susan Reardon, Blayne Finlay

Vision Statement

We envision Bay City as a thriving, family-centered community where our citizens can live, work, worship, and play, while welcoming visitors to experience our beautiful environment and diverse culture.

AGENDA

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

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

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

Councilman Bradley Westmoreland

MISSION STATEMENT

The City of Bay City promotes economic growth and invests in quality-of-life initiatives through collaboration. We respond promptly and professionally to residents' concerns and strive to deliver superior municipal services.

Councilman Bradley Westmoreland

APPROVAL OF AGENDA

PUBLIC COMMENTS

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

ACKNOWLEDGEMENT FROM CITY MANAGER

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. **Council Workshop meeting minutes of November 18, 2025.**
2. **Special Called meeting minutes of October 14, 2025.**

DEPARTMENT REPORTS

3. **Public Works Department Report.** Krystal Mason, Assistant Director of Public Works
4. **Chamber of Commerce update.** Mitch Thames, Bay City Chamber of Commerce President

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

5. **Ordinance ~ Discuss, consider, and/or approve an Ordinance authorizing the issuance of the City of Bay City, Texas, Tax and Revenue Certificates of Obligation, Series 2026 (DWSRF); Authorizing execution and delivery of paying agent/registrar agreement and an escrow agreement relating to such certificates; Prescribing the form of said certificates; Levying a tax and pledging surplus revenues of the Water and Sewer System in payment thereof; and enacting other provisions relating thereto.** Scotty Jones, City Manager
6. **Policy ~ Discuss, consider and/or approve the revised Communications Policy.** Ray Beltran, Communications Manager
7. **Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Library Advisory Board.** Samantha Denbow, Communications and Cultural Arts Director
8. **Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Tourism Advisory Board.** Samantha Denbow, Communications and Cultural Arts Director
9. **Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Parks and Recreation Advisory Board.** Kelly Penewitt, Parks and Recreation Manager
10. **Resolution ~Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Main Street Historic Preservation Advisory Board.** Tina Israel, Main Street Manager
11. **Agreement ~ Discuss, consider, and/or approve a lease agreement with Allegiance Mobile Health for air ambulance crew quarters and helicopter storage.** James Mason, Airport Manager
12. **Ordinance ~ Discuss, consider, and/or approve an Ordinance amending the City Code of Ordinances Chapter 42 "Fire Prevention and Protection"; Article II ("Fire Marshall); Providing for a severability clause; and providing for an effective date.** Dan Shook, Fire Marshal

13. **Resolution ~ Discuss, consider, and/or adopt a resolution by the City Council of the City of Bay City, TX requesting financial assistance from the Texas Water Development Board (TWDB) under eligible programs, including the Drinking Water State Revolving Fund.** Herb Blomquist, Public Works Director

CLOSED / EXECUTIVE SESSION**RECONVENE AND ACTION****ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER****ADJOURNMENT****AGENDA NOTICES:**

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

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Wednesday, December 10th before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.



CITY COUNCIL WORKSHOP CITY OF BAY CITY

Tuesday, November 18, 2025 at 5:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Jim Folse

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Susan Reardon, Blayne Finlay

Vision Statement

We envision Bay City as a thriving, family-centered community where our citizens can live, work, worship, and play, while welcoming visitors to experience our beautiful environment and diverse culture.

MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Pro Tem, Jim Folse, at 5:00 PM.

PRESENT:

Council Member Benjamin Flores

Mayor Pro Tem Jim Folse

Council Member Bradley Westmoreland

Council Member Susan Reardon

Council Member Blayne Finlay

ABSENT:

Mayor Robert K. Nelson

PUBLIC COMMENTS

There were no public comments.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

1. Presentation of Communications Report

Communications Manager, Ray Beltran, presented and discussed the Communications report.

2. Discuss, consider, and/or approve the City of Bay City Communications Policy

Communications Manager, Ray Beltran, presented and discussed the City of Bay City Communications Policy. Council members voiced some concerns about the policy and decided to table the item for further discussion and review until the December Council Meeting. Feedback on the policy was also provided.

Motion made by Council Member Finlay to table item 2, the communications policy, until December's Council Meeting. Seconded by Council Member Flores. Voting Yea: Council Member Flores, Mayor

Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay.
Motion carried.

3. Discuss, consider, and/or approve the City of Bay City Communications Plan

Communications Manager, Ray Beltran, briefly presented and discussed the City of Bay City Communications Plan. The Sentinel representative, Mike Riddell, asked how the city decides on the official newspaper. Mayor Pro Tem Folse stated Council is willing to discuss that topic at a future Council Meeting.

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

Council Member Finlay thanked Mr. Beltran and stated he would like to see implementation of the plan.

ADJOURNMENT

The meeting was adjourned at 6:05 P.M.

PASSED AND APPROVED, this 9th day of December 2025.

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

JEANNA THOMPSON
CITY SECRETARY



CITY COUNCIL SPECIAL CALLED MEETING CITY OF BAY CITY

Tuesday, October 14, 2025 at 5:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K. Nelson

Mayor Pro Tem: Jim Folse

Council Members: Benjamin Flores, Jim Folse, Bradley Westmoreland, Susan Reardon, Blayne Finlay

Vision Statement

We envision Bay City as a thriving, family-centered community where our citizens can live, work, worship, and play, while welcoming visitors to experience our beautiful environment and diverse culture.

MINUTES

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 5:00 PM.

PRESENT:

Mayor Robert K. Nelson

Council Member Benjamin Flores

Mayor Pro Tem Jim Folse

Council Member Bradley Westmoreland

Council Member Susan Reardon

Council Member Blayne Finlay

INVOCATION & PLEDGE

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

Councilman Ben Flores

MISSION STATEMENT

The City of Bay City promotes economic growth and invests in quality-of-life initiatives through collaboration. We respond promptly and professionally to residents' concerns and strive to deliver superior municipal services.

Councilman Ben Flores

APPROVAL OF AGENDA

Motion made by Council Member Finlay to approve the agenda. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

CEREMONIAL

1. **Posthumous service recognition of Randy Frontz, Chief of Bay City Volunteer Fire Department.**

City Manager, Scotty Jones, read a passage and presented the Bay City Volunteer Fire Department staff with a service recognition plaque remembering and honoring Chief Randy Frontz.

AWARDS & PROCLAMATIONS

2. **Proclamation ~ Proclamation ~ "Fire Prevention Week and Fire Prevention Month"**

This proclamation was read by Mayor Robert K. Nelson.

3. **Proclamation ~ Proclamation ~ Hispanic Heritage Month**

This proclamation was read by Council Member Benjamin Flores.

4. **Information ~ Employee promotions for the 4th Quarter of FY25. Rhonda Clegg, Human Resources Director**

Human Resources Director, Rhonda Clegg, recognized all employees who were promoted during the 2025 fiscal year Jerome Estrada was promoted from Detective to Sergeant and Seth Alvarez was promoted from Police Officer to Corporal.

PUBLIC COMMENTS

Ernest Austin asked for the city's support for a trade school to be opened in the old Linnie Roberts school. Ayala Gonzalo made a comment complaining about 3602/ 3604 4th street and that code enforcement was still waiting on returned mail.

ACKNOWLEDGEMENT FROM CITY MANAGER

City Manager, Scotty Jones, gave a shout-out to the Waste Water Treatment Plant crew for completing the TCEQ Comprehensive Compliance Inspection. The results were outstanding. She also gave a shout-out to the Street & Bridge crew for the drainage ditch and culvert clean-outs. Ms. Jones gave a special shout-out to Tina Israel and all of her hard work in the Main Street Department, working closely with the Communications Department, and all the other awesome things she has done for the City of Bay City. She spoke briefly about Customer Service Week and showed a few pictures of employees participating in the week of different themes. Ms. Jones then announced several City upcoming events.

ITEMS / COMMENTS FROM THE MAYOR & COUNCIL MEMBERS

Mayor Pro Tem, Jim Folse thanked Scotty and staff for recognizing Chief Randy Frontz and the fire department. He then thanked Susie for all of her hard work and keeping everything in order. Council Member Blayne Finlay complimented Chief Rodriguez and the police department on a successful National Night Out. Mayor Nelson thanked the citizens for the engagement and participation throughout the National Night Out event.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

5. **Council Special Called meeting minutes of September 16, 2025.**
6. **Accounts Payables, Direct Payables, and Utility Refunds for July, August, and September 2025.**
7. **Declare unusable equipment, supplies, and materials as surplus and authorize staff to dispose of said property through the use of an e-waste salvage provider or other means.**
8. **Letter of support for Bay City ISD's request to remove the historic designation on the former Linnie Roberts Elementary School campus.**
9. **380 Economic Development Agreement as amended with the substitution of the LLC.**
10. **Main Street Advisory Board Recommendation to Increase Facade Grant limit from \$5,000 to \$10,000.**
11. **TIRZ #1 Board recommendation to authorize use of TIRZ 1 funds in the amount of \$21,500 for professional surveying services by CivilCorp, LLC in the Cottonwood Park area.**

Motion made by Mayor Pro Tem Folse to approve all consent agenda items. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

DEPARTMENT REPORTS

12. **Reports ~ Presentation ~ Main Street Annual Report. Tina Israel, Main Street Manager**

Main Street Manager, Tina Israel, presented and discussed the Main Street annual report.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

13. **Appointment ~ Discuss, consider, and/or approve the appointment of a city representative and an alternate to Houston-Galveston Area Council's 2026 General Assembly. Robert K. Nelson, Mayor**

Motion made by Council Member Westmoreland to approve the appointment of Council Member Susan Reardon as a City representative and Benjamin Flores as an alternate to Houston-Galveston Area Council's 2026 General Assembly. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

14. **Appointment ~ Discuss and elect one candidate for Region 14 Director for a one year term on the Texas Municipal League Board of Directors. Robert K. Nelson, Mayor**

Motion made by Council Member Flores to approve electing Frank W. Robinson, Council Member of Shenandoah, as Region 14 Director for a one-year term on the Texas Municipal League Board of

Directors. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

15. **Ordinance ~ Discuss, consider, and or approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII establishing the Library Advisory Board; Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.** Samantha Denbow, Communications & Cultural Arts Director

Motion made by Council Member Finlay to approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII establishing the Library Advisory Board; Providing a cumulative & conflicts clause; providing a severability clause; providing for an effective date. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. A poll was taken. Motion carried.

16. **Ordinance ~ Discuss, consider, and or approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII and Chapter 102, Article III reorganizing the Tourism Advisory Board; Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.** Samantha Denbow, Communications & Cultural Arts Director

Motion made by Council Member Westmoreland to approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII and Chapter 102, Article III reorganizing the Tourism Advisory Board; Providing for a cumulative & conflicts clause; providing for a severability clause; and providing for an effective date. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. A poll was taken. Motion carried.

17. **Ordinance ~ Discuss, consider, and or approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII and Chapter 78, Article III reorganizing the Main Street and Historical Preservation Advisory Board; Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.** Tina Israel, Main Street Manager

Motion made by Council Member Finlay to approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII and Chapter 78, Article III reorganizing the Main Street and Historical Preservation Advisory Board; Providing for a cumulative & conflicts clause; providing for a severability clause; and providing for an effective date. Seconded by Council Member Westmoreland. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. A poll was taken. Motion carried.

18. **Ordinance ~ Discuss, consider, and or approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII re-establishing Parks and Recreation Advisory Board; Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.** Kelly Penewitt, Parks & Recreation Manager

Motion made by Council Member Reardon to approve an Ordinance of the City of Bay City, Texas, Amending the City Code of Ordinances, Chapter 2, Article VII re-establishing the Parks and Recreation Advisory Board; Providing for a cumulative & conflicts clause; providing for a severability clause; and providing for an effective date. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. A poll was taken. Motion carried.

19. Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City approving and adopting the provisions of Texas Local Government Code Section 552.275 regarding Public Information Request.

City Secretary, Jeanna Thompson, gave a brief explanation of the Resolution. Council Member Blayne Finlay thanked the directors and staff that are handling the requests and stated he and the other council members support them in any way they can.

Motion made by Mayor Pro Tem Folse to approve a Resolution of the City of Bay City, approving and adopting the provisions of Texas Local Government Code Section 552.275 regarding Public Information Requests. Seconded by Council Member Reardon. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

20. Resolution ~ A Resolution of the Bay City Community Development Corporation approving and adopting the amendments to the Bylaws of the Bay City Community Development Corporation.

Mayor Pro Tem, Jim Folse, spoke briefly of the changes made to the bylaws.

Motion made by Mayor Pro Tem Folse to table this item until the next meeting for further review. Seconded by Council Member Finlay. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried. Item 20 tabled.

21. Resolution ~ Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas, declaring certain real property owned by the City of Bay City, Texas, to be surplus and authorizing the Mayor to institute proceedings in accordance with Texas Local Government Code section.

Engineering Tech, Gabriel Lopez, gave a brief description of the unused property.

Motion made by Council Member Westmoreland to approve a Resolution of the City of Bay City, Texas, declaring certain real property owned by the City of Bay City, Texas, to be surplus and authorizing the Mayor to institute proceedings in accordance with Texas Local Government Code section. Seconded by Council Member Flores. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

22. Resolution ~ A Resolution by the City Council of the City of Bay City, Texas, authorizing publication of Notice of Intent to issue its Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF) in connection with the receipt of financial assistance from the Texas Water Development Board through the

Drinking Water State Revolving Fund; and approving other matters incidental thereto. Scotty Jones, City Manager

Motion made by Council Member Westmoreland to approve a Resolution by the City Council of Bay City, Texas, authorizing publication of Notice of Intent to issue its Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF) in connection with the receipt of financial assistance from the Texas Water Development Board through the Drinking Water Revolving Fund; and approving other matters incidental thereto. Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Council Member Flores, Mayor Pro Tem Folse, Council Member Westmoreland, Council Member Reardon, Council Member Finlay. Motion carried.

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

There were none.

ADJOURNMENT

Council adjourned at 6:47 P.M.

PASSED AND APPROVED, this 9th day of December 2025.

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

JEANNA THOMPSON
CITY SECRETARY

PUBLIC WORKS

Department Updates

December 9, 2025

Krystal Mason

Assistant Director of Public Works





CITY OF BAY CITY
Planning & Development Services Division

1217 Avenue J, Bay City, Texas, 77414
(979) 323-1173



BUILDING DEPARTMENT

	January	February	March	April	May	June	July	August	September	October	November	December
New Residential Construction	22	19	9	5	1	23	1	8	9	6	21	
Residential Repairs	24	31	37	45	21	28	25	28	25	36	24	
New Commercial Construction	0	0	0	0	0	0	1	0	2	2	1	
Commercial Repairs	6	4	5	8	12	3	4	5	1	6	8	
Business Occupancy	2	4	7	4	9	3	6	4	10	7	3	
Mobile Home Occupancy	1	4	3	4	2	9	2	3	7	10	1	
Mechanical	5	6	8	12	128	15	12	15	13	9	7	
Electrical	14	19	28	35	19	21	15	26	19	19	12	
Plumbing	18	14	15	16	18	18	17	6	10	19	12	
Inspections Completed	142	240	342	462	466	429	399	264	251	467	314	
PROJECT VALUATION	\$7,467,200	\$5,124,866	\$2,120,616	\$1,820,237	\$4,332,053	\$10,795,315	\$3,268,575	\$1,758,103	\$3,327,858	\$1,989,768	\$25,837,966	

In 2025, to date there has been \$67,842,557 in new construction and/or repairs completed.



DEVELOPMENT UPDATE

RESIDENTIAL SUBDIVISIONS

VALOR PARK

Section 1

- 30 Lots
- Public Improvements Complete
- 28 Building Permits Issued

Section 2

- 184 Lots
- Public Improvements Not Complete
- 90 Building Permits Issued

RUSSELL RANCH

Phase 1

- 192 Lots
- Public Improvements Complete
- 34 Building Permits Issued

MEADOW OAKS

Phase 1

- 22 Lots
- Public Improvements Complete
- 22 Building Permits Issued

Phase 2

- 35 Lots
- No Public Improvements to Date
- No Building Permits Issued

MEADOW LAKE

- Located at 12th & Moore
- Proposed 196 Lots
- This is a Phased Development
 - Section 1 is 98 lots
- Drainage Review Complete for Section 1
- Development Agreement in progress

SANDHILL (BOLD FOX)

Section 1

- 103 Lots
- No Public Improvements to Date
- No Building Permits Issued



DEVELOPMENT UPDATE

COMMERCIAL

POPEYE'S

- 4475 7th St
- All plans approved
- Building permit ready to be issued when General Contractor is selected

VORTEX C-STORE

- SH60 (NW corner of SH60 & FM 3156)
- Building Permit issued
- Under construction

TACO BELL

- 3800 7th St (Next to Bay Wash)
- Building Permit issued
- Site prep work should begin soon

TAKE 5 OIL CHANGE

- 3004 7th St (next to Walgreens)
- Building Permit Issued
- Under construction

CITY BREEZE

- Located on South Industrial Blvd
- Battery storage development
- Building Permit issued
- Site prep work underway

BARRIO RESOURCES

- Located on MLK
- Data center development
- In the ETJ
- City processing the plat only





CITY OF BAY CITY
Planning & Development Services Division

1217 Avenue J, Bay City, Texas, 77414
(979) 323-1173



CODE COMPLIANCE DIVISION

- Tall Weeds / Grass (Offensive Conditions)
- Mowing of Easements and Rights-of-Way
- Graffiti
- Signs
- Junk Vehicles
- Stop Work Orders for Working without Building Permit
- Substandard Structures (Demos)
 - Planning Commission began hearing the substandard structure cases in August 2025.
 - 13 Structures Ordered to be Demolished
 - 1 Demolished by owner
 - 1 Demolished by City
 - Finalizing RFP for demolition of remaining structures
 - 3 Structures Ordered to be Repaired
 - Property Owners have provided scope of work & repairs have begun



City of Bay City 2025-2027 Strategic Plan

Goal 1.4 – SAFETY & COMMUNITY APPEARANCE – Improve Curb Appeal



PROJECTS UPDATE

Wastewater System Improvements

WWTP Improvements – CWSRF (TWDB) & Bonds - \$28,775,000

- Project kicked off January 8, 2024
- Sludge management, lift station buildings complete
- Programming (SCADA) Design in Progress
- Currently on day 702 of 1147



Wastewater Collection System Improvements – Cottonwood Lift Station

- Included in the CWSRF (TWDB) Funding
- Bypass system is in place; programming design in the works; improvements underway

Del Norte Lift Station Rehabilitation and Force Main Improvements

- Project Estimate: \$660,000
- Funding Source: Operating
- Project Status: In Design

Manhole Maintenance/Replacement

- Surveying Manholes (in-house) Starting in NE Quadrant
- Establishing a priority repair list



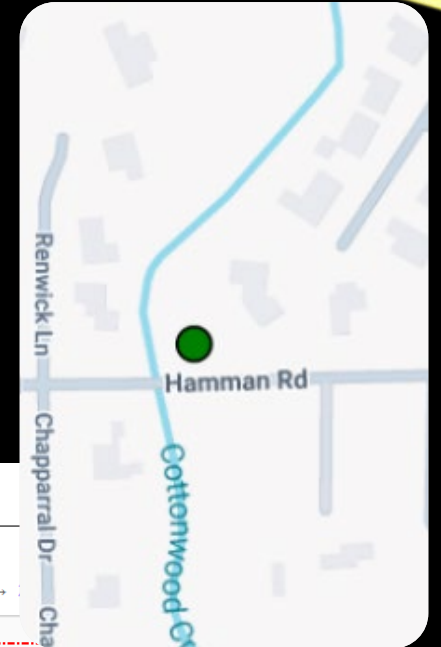
*City of Bay City 2025-2027 Strategic Plan
Goal 3.3 INFRASTRUCTURE – Repair/Replace Aging Infrastructure*



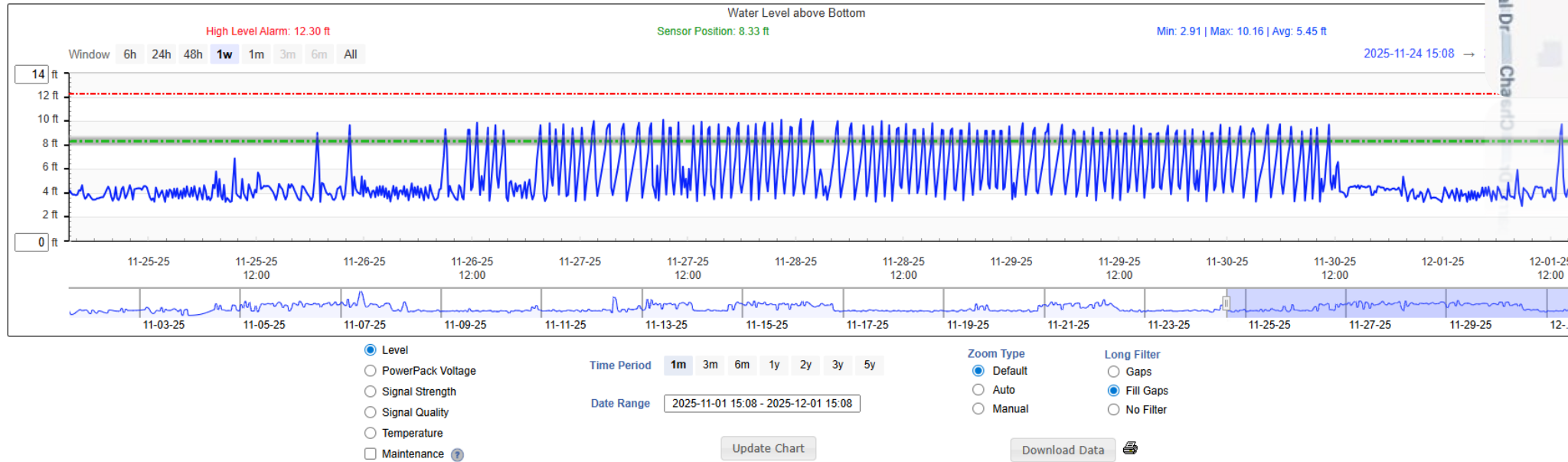
PROJECTS UPDATE

Wastewater System Improvements

Lift Station Monitoring



Hammon Rd LS



City of Bay City 2025-2027 Strategic Plan
Goal 3.3 INFRASTRUCTURE – Repair/Replace Aging Infrastructure

PROJECTS UPDATE

Water System Improvements

East Water Treatment Plant – DWSRF (TWDB) – \$11,022,500

- Project kicked off: July 22, 2024
- Currently on day 505 of 636
- Substantial Completion Expected: April 19, 2026
- Well drilled; GSTs, booster pump station, chemical feed, generator in place

6th & Ave I Water Treatment Plant – Arsenic Remediation – DWSRF (TWDB) and Mockingbird Water Treatment Plant – Electrical Improvements – DWSRF (TWDB) - \$5,128,800

- Bids received March 27, 2025
- Contract awarded: LEM Construction
- Design complete
- Now in TCEQ / TWDB review

5th St Water Main Improvements – DWSRF (TWDB) - \$2,283,750

- Construction estimated to begin mid to late 2026
- Replacement of 7,500 LF due to poor condition, pipe wall thickness
- Assessment complete; 50% design progress meeting held

North Water Treatment Plant & Transmission Line – (TWDB) - \$15,000,000

- Direct Appropriation from the State; administered by TWDB
- Submitting the required documentation to begin the process



City of Bay City 2025-2027 Strategic Plan

Goal 3.3 INFRASTRUCTURE – Repair/Replace Aging Infrastructure

PROJECTS UPDATE

Water System Improvements

Fire Hydrant Preventative Maintenance Program – Phase I

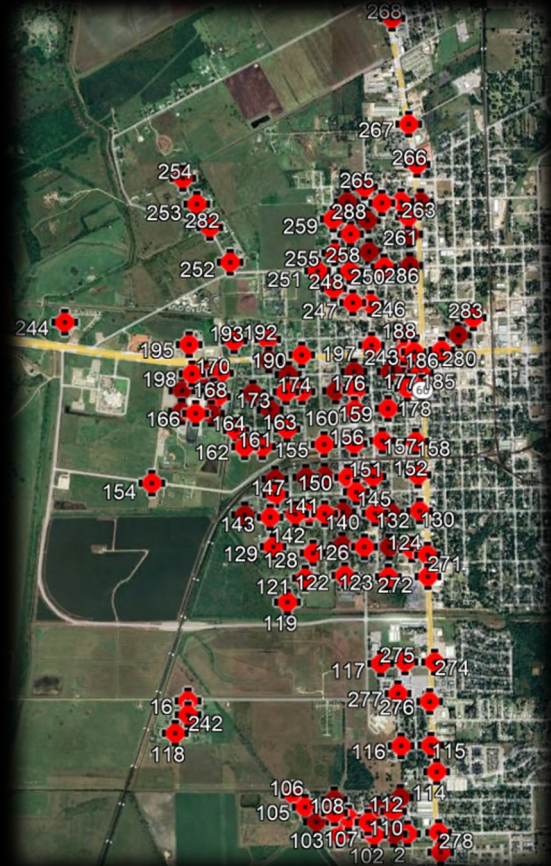
- Contractor: LSPS Solutions
- Cost of Project: \$49,920
- Scope of Work: 130 Fire Hydrants - Data Collection, Photograph & Upload Into GIS; Functionality; Sand Blast, Prime & Paint; Perform Flow Tests
- Project completed: May 14, 2025

Fire Hydrant Preventative Maintenance Program – Phase II

- Project to begin after the first of the year; NW and NE Quadrants
- Scope of Work: 130 Fire Hydrants - Data Collection, Photograph & Upload Into GIS; Functionality; Sand Blast, Prime & Paint; Perform Flow Test

Fire Hydrant Repair/Replacement

- FY 2025 – 26 Hydrants Repaired/Replaced



City of Bay City 2025-2027 Strategic Plan

Goal 1.2 – SAFETY & COMMUNITY APPEARANCE – Fire Hydrant Rehab

PROJECTS UPDATE

Street & Bridge Improvements

Moore Addition Street Reconstruction

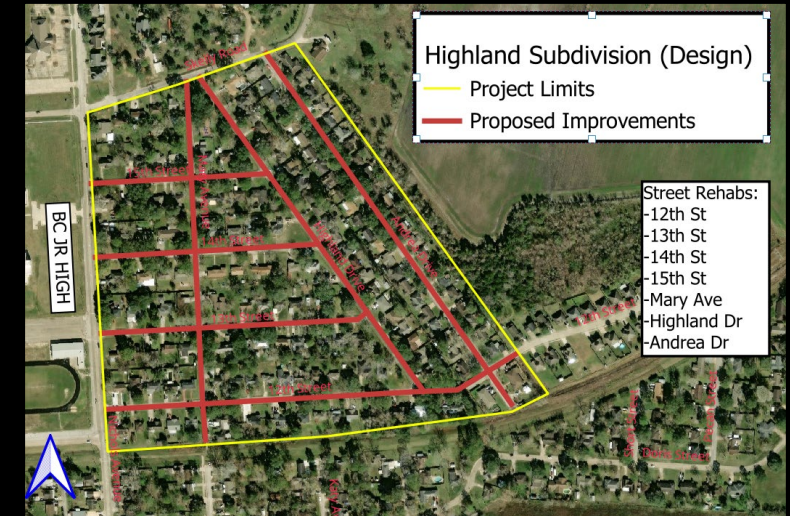
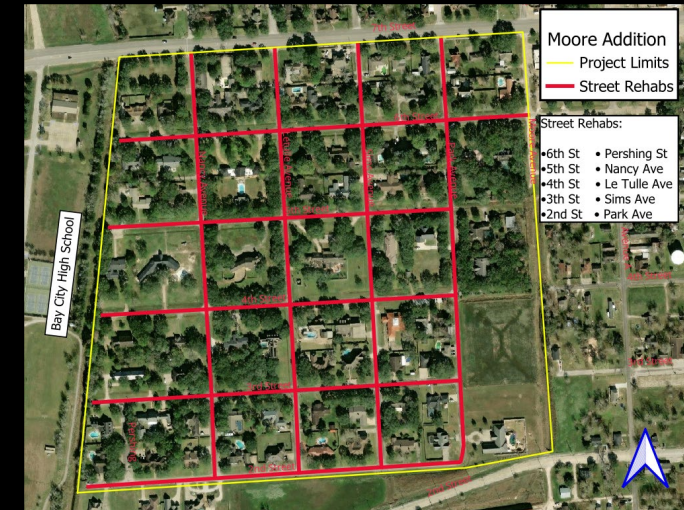
- Funding Source: Bonds
- Project Status: In Design (FY 2024)
- Project Design Cost: \$467,500
- Total Project Cost (includes water & sewer): \$7,830,000
- Projected Construction: FY 2027

Highland Addition Street Reconstruction

- Funding Source: Bonds
- Project Status: In Design (FY 2025)
- Project Design Cost (estimate): \$410,000
- Total Project Cost (includes water & sewer): \$6,200,000
- Projected Construction: FY 2027

In-House Street Rehab Projects

- 12th St from Moore to Ave C
- 1900 block Cypress
- Boring St (off of 1st St)



City of Bay City 2025-2027 Strategic Plan
Goal 3.1 INFRASTRUCTURE – Street Maintenance Plan



PROJECTS UPDATE

Street & Bridge Improvements

TXDOT Bridge Rehabilitation Project - GRANT (IIJA) - \$4,687,000

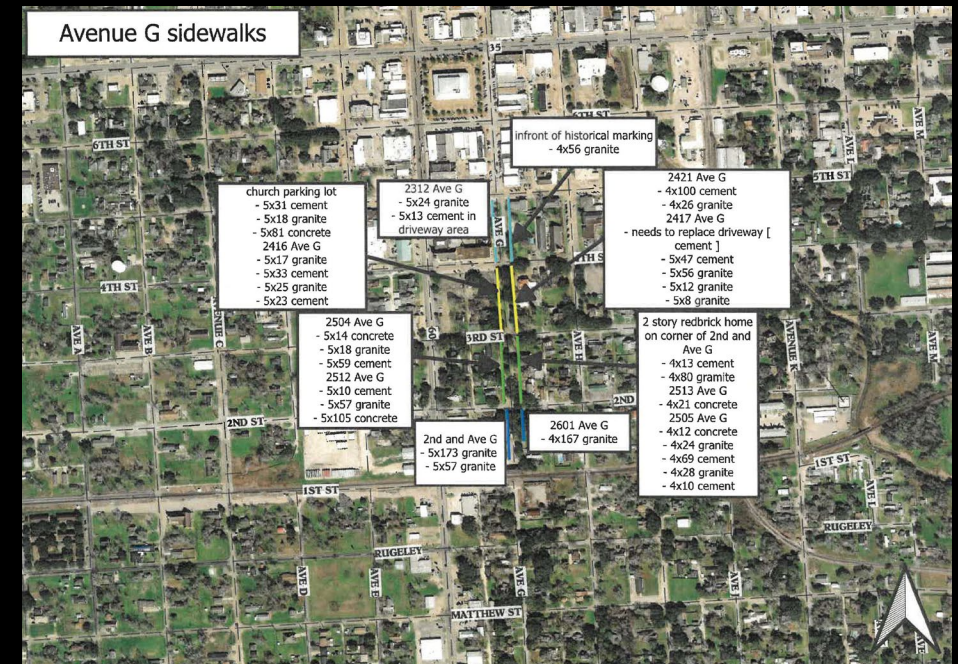
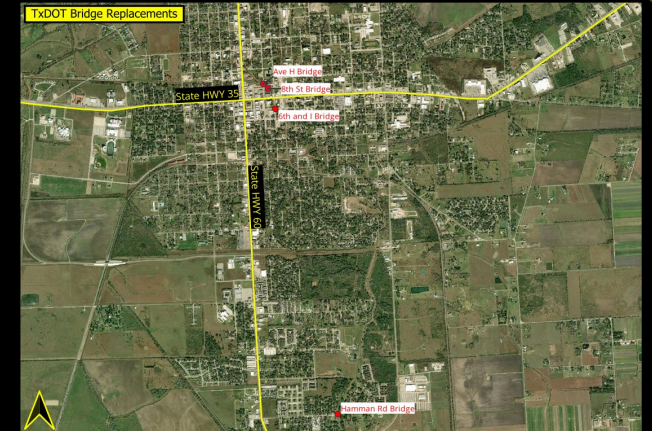
- Locations: Ave H between 10th St & 8th St, 8th St between Ave H & Ave I, Hamman Rd, 6th & Ave I
- Duration of Construction: 6 Months
- Public Notices Will go Out Before Construction Begins
- Projected Let Dates:
 - February 2025 – Ave H / 8th St
 - September 2025 – 6th & Ave I / Hamman Rd

Railroad Quiet Zone

- As approved by Council
- UPRR line included in Quiet Zone

Sidewalks / Shared-Use Paths

- Continue to identify locations
 - 5th & Ave G
 - Cherry Elementary



City of Bay City 2025-2027 Strategic Plan
Goal 3.1 INFRASTRUCTURE – Street Maintenance Plan
Goal 3.4 INFRASTRUCTURE - Sidewalk Connectivity Plan



PROJECTS UPDATE

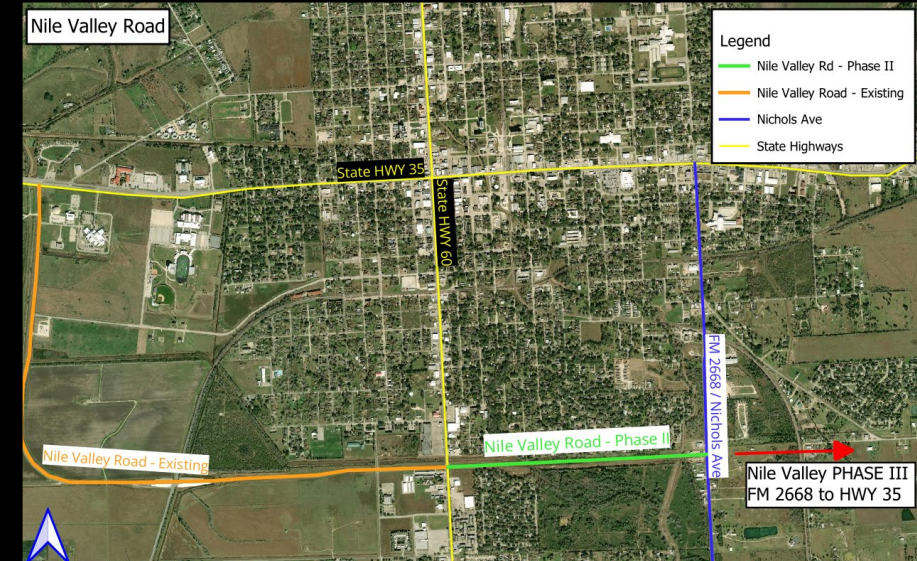
Nile Valley Road

Nile Valley Road Phase II – 30% Design

- SH60 to Nichols Rd
- Project Cost: \$467,500.00
- Project Status: Currently In Design (Engineer: CivilCorp)

Nile Valley Road Phase II - Construction

- SH60 to Nichols Rd
- Project Cost Estimate: \$9,150,000
- Projected Construction: TBD
- Actively Seeking Grants to Fund
 - Potential Development in the Nichols Ave area that shows some interest
 - Not in TIRZ 5



PROJECTS UPDATE

Drainage Improvements

Stormwater Management Plan – GRANT (FEMA HMGP) - \$650,000

- Engineer: Freese & Nichols
- Deliverables: Inventory & Digitize Stormwater Infrastructure, Develop Models for Flood Risk Analysis, Identify Flood Mitigation Projects Including Cost Estimates & Phasing Plans
- Project kicked off: January 30, 2025
- Project Status: Surveying and Data Collection complete; flood modeling in progress

Cottonwood Creek Restore Project – GRANT (RESTORE Act) - \$200,000

- Labor & Equipment provided by Matagorda County Drainage District #1
- Project Location: 1st/Ave L, Live Oak @ Cottonwood Creek, Rugeley/Cypress
- Scope of Work: Grading & Bank Stabilization, New Drop Structures & Storm Sewer Pipe
- Projected Status: Application Under Review

Diversion Channel Improvements – GRANT (FEMA HMGP) - \$981,500

- Engineer: Quiddity
- Project Location: Diversion Channel North of Downtown, Colorado River
- Scope of Work: Automate Bar Screen and SCADA (flap Gates at Colorado River outfall)
- Project Status: Engineering & Design Complete & Currently Under FEMA Review



PROJECTS UPDATE

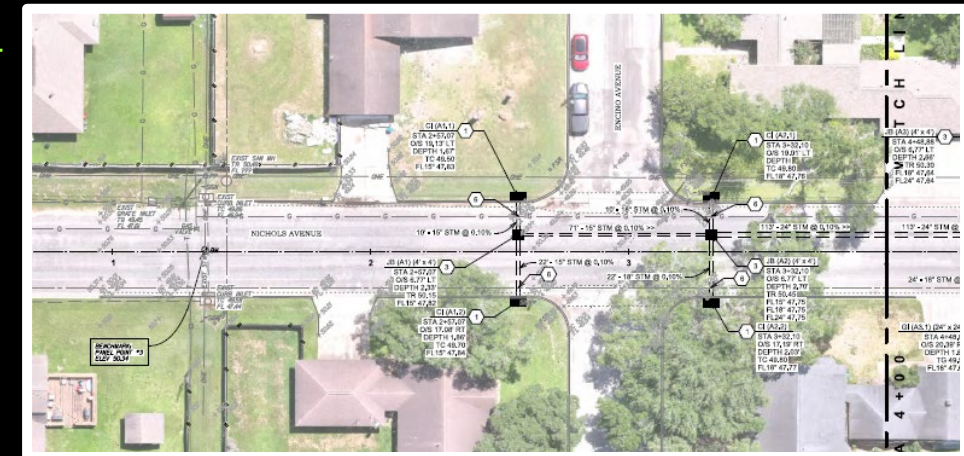
Drainage Improvements

MIT-MOD Drainage Improvements – GRANT (GLO CDBG MIT-MOD)
- \$3,189,500

- Project Location: 1) Ave H & 12th St, 2) SW Quadrant – Duncan & Moore
- Scope of Work: Bank Stabilization, Remove/Replace Culverts/Inlets, Grade Ditches, Install Storm Sewer
- Project Status: Surveying complete; environmental review complete; project design underway.

Del Norte Drainage Improvements – Operating & Possibly Grant - \$636,400

- Project Location: Nichols from Drainage Ditch South of LaVista to Encino
- Scope of Work: Regrading, Install Storm Sewer, Inlets, Junction Boxes, Curb/Gutter
- Project Status: Seeking Grant Funds & Partners to Cover Project Costs



City of Bay City 2025-2027 Strategic Plan
Goal 3.2 INFRASTRUCTURE – Implement Master Drainage Plan

PROJECTS UPDATE

Drainage Improvements

Other Drainage Grants in the Works

- FEMA PA Excess Funds - \$75,000
 - Projects: May apply to Del Norte Drainage Improvements
- FEMA HMGP DR-4798 & DR-4781 - \$745,490
 - Eligible Activities: Flood Risk Reduction Projects; Applications submitted -March 2025
 - DR-4781 selected as an alternate (not selected for award, eligible for consideration if additional funding becomes available)
 - DR-4798 is still under review
- State Flood Plan / Flood Infrastructure Fund Projects (TWDB)
 - Partnership with Matagorda County EDC
 - Cottonwood Creek Study – Currently in State Flood Plan; eligible for funding in 2028
 - Possible Projects: Regional Detention, Diversion Channel Improvements
 - Bucks Bayou Study – Eligible for Funding 2028
 - Possible Projects: Regional Detention
 - Additional drainage projects were submitted for the upcoming State Flood Plan update. If adopted into the plan, they would become eligible for funding in 2028.



WORK ORDERS

WATER

Work Order Type	January		February		March		April		May		June		July		August		September		October		November		December		OPEN
	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	As of 11/30
Customer Water Leaks	13	13	13	13	12	12	17	17	4	4	4	4	9	9	6	6	11	11	16	16	19	19			0
Service Line Leaks	6	1	15	17	14	16	6	9	7	9	18	20	20	25	26	19	38	29	13	33	14	17			7
Water Main Breaks	11	3	13	12	8	12	9	12	10	15	5	9	10	10	8	8	14	12	10	13	5	7			2
Fire Hydrant Repair	2	4	8	2	3	1	3	1	0	0	4	3	0	0	3	6	3	11	2	0	1	0			13
Water & Sewer Taps	3	0	2	4	4	5	3	3	3	0	26	3	3	3	4	5	6	6	1	5	1	2			4
Locates	97	97	78	78	113	113	112	112	87	87	114	114	78	78	71	71	102	102	138	138	87	87			0
TOTALS	132	118	129	126	154	159	150	154	111	115	171	153	120	125	118	115	174	171	180	205	127	132			26

WASTEWATER

Work Order Type	January		February		March		April		May		June		July		August		September		October		November		December		OPEN
	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	As of 11/30
Sewer Stops	39	39	23	23	28	28	25	25	20	20	25	25	20	20	19	19	13	13	29	29	24	24			0
Rehab Manhole	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0			15
Rehab Sewer Line	5	2	1	1	3	2	8	1	3	12	1	1	6	0	1	1	1	7	2	0	1	2			21
Replace Sewer Line	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	2	0	0	0	2			12
Camera Sewer Line	2	2	3	0	5	0	1	10	5	5	3	1	3	5	2	2	2	1	2	0	2	4			0
TOTALS	46	43	28	24	36	30	34	36	28	37	29	27	29	25	23	22	17	23	35	30	27	32			48

WORK ORDERS

STREET & BRIDGE

Work Order Type	January		February		March		April		May		June		July		August		September		October		November		December		OPEN
	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	New	Closed	As of 11/30
Asphalt Repair	13	6	19	22	5	11	22	17	15	14	23	16	45	58	17	14	18	25	19	22	10	6			21
# of potholes repaired	49		99		12		132		73		195		302		123		163		118		16				Total= 1,282
Concrete Repair	0	0	0	0	0	0	1	0	1	0	1	0	1	0	3	1	1	1	2	3	2	2			9
Culvert Installation	3	1	2	3	2	2	3	2	0	0	2	0	2	2	1	1	1	2	4	2	1	2			5
Culvert Pipe Cleaning	2	0	1	8	2	1	0	1	2	0	2	0	2	2	3	0	1	3	0	0	4	4			8
Culvert Repair	0	0	1	0	2	1	0	1	0	0	0	0	4	0	2	0	1	3	0	1	0	0			5
Ditch Cleaning	6	2	3	47	5	0	5	1	5	0	5	0	5	0	3	2	3	5	2	4	4	2			47
Drainage Inlet	2	2	2	1	4	3	3	4	3	1	10	8	3	3	3	4	4	3	4	2	1	4			4
Miscellaneous	3	1	9	13	4	3	2	3	10	5	9	9	8	8	5	9	4	5	11	9	9	11			2
Mowing	0	0	1	1	1	1	5	5	7	8	3	3	4	4	8	7	6	6	5	5	2	2			1
Roadway/Ditch Cleanup	3	3	0	0	0	1	0	0	0	0	7	7	4	3	6	9	1	2	0	0	5	5			2
Sidewalk Repair	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			2
Signs	6	4	0	2	7	6	2	2	1	1	0	0	1	1	3	4	2	3	5	5	8	8			1
Traffic Control Devices	2	2	6	4	9	8	7	9	12	8	7	9	5	4	2	1	5	5	11	11	2	4			2
Striping	1	1	1	0	2	1	0	0	1	1	0	0	0	0	2	2	2	0	0	0	0	0			5
Storm Drain Cleaning	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1			1
Tree Trimming	3	1	0	2	3	1	1	1	4	5	9	7	7	7	10	13	56	54	4	4	6	7			1
Utility Asphalt Repair	1	1	2	17	7	6	6	4	4	1	7	2	7	11	1	3	9	10	8	1	3	16			9
Utility Concrete Repair	0	0	2	4	3	1	1	0	2	0	2	0	3	0	7	1	1	6	4	3	7	0			20
TOTALS	45	24	49	124	56	46	58	50	69	44	87	60	99	103	76	71	115	133	79	72	65	75		Page 28 of 149	145



RECYCLING CENTER

For Commodities Sent to Mill 1 Haul = 40,000 lbs

	January	February	March	April	May	June	July	August	September	October	November	December
Automotive oil (gal)	300	250	300	275	300	450	400	450	350	350	300	
Cardboard (lbs)	39,660	37,680	0	37,820	41,020	35,800	43,160	40,060	40,000	40,000	0	
Mixed Paper (lbs)	0	0	0	0	0	0	0	0	0	0	0	
Plastic (lbs)	0	0	0	0	0	0	0	0	0	0	50,000	
Aluminum / tin (lbs)	0	0	0	0	0	0	0	0	0	0	0	

SOLID WASTE



	January	February	March	April	May	June	July	August	September	October	November	December
Residential Waste	764 tons	892 tons	896 tons	907 tons	890 tons	834 tons	953 tons	851 tons	850 tons	959 tons	770 tons	
Heavy Trash/Bulk (furniture, mattress, etc.)	75 tons	105 tons	107 tons	103 tons	130 tons	115 tons	129 tons	127 tons	128 tons	140 tons	95 tons	
Heavy Trash/Bulk (brush)	216 tons	237 tons	227 tons	216 tons	216 tons	280 tons	322 tons	294 tons	308 tons	322 tons	266 tons	
Commercial Waste	832 tons	892 tons	908 tons	915 tons	965 tons	861 tons	986 tons	919 tons	961 tons	1,028 tons	834 tons	
Toter replacements or repairs	23	45	59	74	50	56	41	84	43	43	56	
Commercial dumpster exchanges	0	6	3	4	6	4	2	5	8	0	12	
Customer issues reported	63	101	90	65	94	72	82	74	78	93	59	
Blocked/unacceptable material in dumpsters	31	8	9	21	17	19	21	10	17	16	17	
Missed pickups – reported by customers	4	4	3	4	3	4	3	3	3	3	2	
Piles out of compliance	21	59	43	11	44	49	58	61	58	74		

STREET & BRIDGE



UTILITIES MAINTENANCE





Questions?





**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/3/2025
Prepared By:	Scotty Jones	Presented By <i>(if different)</i>	Scotty Jones
Department:	Administration	Type of Agenda Item:	Regular

ITEM TITLE: ORDINANCE- AUTHORIZING TO ISSUE

AGENDA LANGUAGE:

An Ordinance authorizing the issuance of the City of Bay City, Texas, Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF); authorizing execution and delivery of a paying agent/registrar agreement and an escrow agreement relating to such certificates; prescribing the form of said certificates; levying a tax and pledging surplus revenues of the water and sewer system in payment thereof; and enacting other provisions relating thereto.

EXECUTIVE SUMMARY/BACKGROUND

BACKGROUND: The Drinking Water State Revolving Fund, authorized by the Safe Drinking Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. The City of Bay City was approved by the Texas Water Development Board (TWDB) for financial assistance to make critical improvements to the City's water systems. These improvements will include upgrades to our existing water plants, water distribution system and new water plants.

The ordinance attached serves as the authorization to issue debt. The maximum principal amount will not exceed \$3,735,000. This is the final TWDB issue that will occur during the project period. This bond will fund the following:

- Infrastructure improvements including the planning, acquisition, design, and construction of two water plants, including water wells, ground storage tanks, hydropneumatics tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, water transmission lines, and water meter replacements
- Professional services related to the projects listed above

STRATEGIC PLAN GOALS ADDRESSED:											
											
Safety & Community Appearance	☒	Community & Civic Engagement	☐	Infrastructure	☒	Planning & Development	☒	Culture & recreation	☐	Operational Excellence	☐

FINANCIAL NOTES

RECOMMENDATION: Staff recommends approval of the ordinance

ATTACHMENTS: Ordinance Authorizing the issuance of CO

ORDINANCE NO. 1765

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BAY CITY, TEXAS, TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 (DWSRF); AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §
CITY OF BAY CITY §

WHEREAS, the City Council of the City of Bay City, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on December 9, 2025 to adopt an ordinance and take such other action as may be deemed necessary to authorize the issuance of certificates of obligation payable from City ad valorem taxes and from a pledge of and lien on the surplus revenues of the City’s water and sewer system, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s water system, including the planning, acquisition, design, and construction of (i) two water plants, including water wells, ground storage tanks, hydropneumatic tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, (ii) water transmission lines, (iii) water meter replacements, and (iv) the costs of professional services related thereto; and

WHEREAS, such notice was published at the times and in the manner required by the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, at its meeting on December 9, 2025, the consideration of the Ordinance was postponed to December 16, 2025, and the City supplemented its notice to reflect the new time and date of the consideration of the Ordinance; and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing such Certificates (as defined herein) be submitted to a referendum or other election; and

WHEREAS, the City is authorized to make the pledge of Surplus Revenues (as defined herein) pursuant to Chapter 1502, Texas Government Code; and

WHEREAS, the City is now authorized and empowered to proceed with the issuance and sale of the Certificates, and has found and determined that it is necessary and in the best interests

of the City and its citizens that it issue the Certificates in accordance with the terms and provisions of this Ordinance; and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE

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

1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct and incorporated herein for all purposes.

2. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the same meanings specified below:

“Act” means Chapter 271, Texas Local Government Code, as amended.

“Attorney General” means the Attorney General of the State.

“Bond Counsel” means Bracewell LLP.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Paying Agent/Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Bay City, Texas, Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF) authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Bay City, Texas.

“City Council” means the City Council of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means Zions Bancorporation, National Association, and its successors and assigns, or such other escrow agent as may be approved by the Mayor or Mayor Pro Tem and acceptable to the TWDB.

“Escrow Agreement” means the escrow agreement by and between the City and the Escrow Agent pertaining to the deposit of the proceeds of the Certificates.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund for payment of the Certificates established by the City in Section 17 of this Ordinance.

“Interest Payment Date” when used in connection with any Certificate, means September 1, 2026, and each March 1 and September 1 thereafter until maturity.

“Issuance Date” with respect to the Certificates initially delivered to the TWDB, shall mean the date on which each such Certificate is authenticated by the Paying Agent/Registrar and delivered to and paid for by the TWDB. Certificates delivered on transfer of or in exchange for other Certificates shall bear the same Issuance Date as the Certificate or Certificates in lieu of or in exchange for which the new Certificate is delivered.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Paying Agent/Registrar” means Zions Bancorporation, National Association, and its successors in that capacity.

“Project” means the improvements to the City’s water system, including the planning, acquisition, design and construction of (i) two water plants, including water wells, ground storage tanks, hydropneumatic tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, (ii) water transmission lines, (iii) water meter replacements, and (iv) the costs of professional services related thereto.

“Project Fund” shall mean the project fund established by the City pursuant to Section 26 of this Ordinance.

“Record Date” means, for any Interest Payment Date, the fifteenth day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which the names and addresses of and the principal amounts registered to each Owner are maintained.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“Surplus Revenues” means the revenues available after the payment of operation and maintenance expenses of the System and the debt service payable from gross revenues or net revenues of the System, if any, as well as any other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations.

“System” means the City’s water and sewer system.

“TWDB” means the Texas Water Development Board.

3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$3,735,000 for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the Project.

4. Designation and Date. The Certificates shall be designated as the “CITY OF BAY CITY, TEXAS, TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 (DWSRF),” and shall be dated January 1, 2026. The Certificates shall bear interest at the rates set out in Section 5 of this Ordinance, from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months.

5. Initial Certificates; Numbers and Denominations. The Certificates shall be issued in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the

denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$ 95,000	1.28%	2039	\$145,000	2.46%
2027	120,000	1.22	2040	150,000	2.63
2028	125,000	1.23	2041	155,000	2.78
2029	125,000	1.21	2042	160,000	2.91
2030	125,000	1.20	2043	165,000	3.02
2031	130,000	1.26	2044	165,000	3.13
2032	130,000	1.37	2045	170,000	3.19
2033	130,000	1.41	2046	180,000	3.25
2034	135,000	1.50	2047	185,000	3.29
2035	135,000	1.61	2048	190,000	3.33
2036	135,000	1.88	2049	195,000	3.36
2037	140,000	2.11	2050	205,000	3.39
2038	145,000	2.28			

6. Execution and Registration of Certificates. 1) The Certificates shall be signed on behalf of the City by the Mayor or Mayor Pro Tem and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Paying Agent/Registrar's Authentication Certificate, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Secretary, approved by the Attorney General, and registered and manually signed by the

Comptroller, shall be delivered to the TWDB or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

7. Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the initial paying agent for the Certificates. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office of the Paying Agent/Registrar in Houston, Texas. The interest on each Certificate shall be payable by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register; provided, however, that for so long as the TWDB is the Owner of the Certificates, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB.

If the date for payment of the principal of any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

8. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of State law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

10. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal payment office in

Houston, Texas, and subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance. The Issuance Date of each Certificate originally delivered to and paid for by TWDB shall be recorded in the Register.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Houston, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Issuance Date, bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Paying Agent/Registrar in Houston, Texas, for a Certificate or Certificates of the same maturity, Issuance Date, and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

11. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authorize and the Paying Agent/Registrar shall authenticate and deliver a replacement Certificate of like maturity, Issuance Date, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Paying Agent/Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

The City or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

12. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

13. Book-Entry-Only System. The Initial Certificates shall be delivered against payment to the TWDB. The TWDB shall be required to promptly surrender the Initial Certificates to the Paying Agent/Registrar for exchange. Certificates issued in exchange shall be registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Certificates, and held in the custody of DTC. Unless otherwise requested by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the certificates as provided herein, all transfers of beneficial ownership interest will be made by

book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Certificates is to receive, hold or deliver any Certificate.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC participant or any person on whose behalf a DTC participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, and (iii) the payment of any DTC participant or any other person, other than a registered owner of the Certificates, as shown on the Register, of any amount with respect to principal of or premium, if any, or interest on the Certificates.

Replacement Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any of the foregoing events, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be authenticated and delivered replacement Certificates, in certificate form, to the beneficial owners of the Certificates. In the event that the City makes the determination noted in (ii) above (provided that the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any such determination), and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to beneficial owners of the Certificates as shown on the records of DTC provided to the City.

Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to hold the Certificates as securities depository, all references herein to DTC shall be of no further force or effect.

Before the City can discontinue the book-entry-only system of registration through DTC, notice must be given to the TWDB and prior written consent of the TWDB must be received by the City.

14. Optional Redemption; Defeasance. (a) The Certificates are subject to optional redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, Issuance Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least 30 days prior to the date fixed for redemption by sending written notice by United States mail, first class, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The City reserves the right, in the case of a redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificate subject to conditional redemption and such redemption has been rescinded shall remain outstanding.

(b) The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

15. Forms. The form of the Certificates, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of

Registration Certificate of the Comptroller shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

REGISTERED
NUMBER

REGISTERED
DENOMINATION
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF MATAGORDA

CITY OF BAY CITY, TEXAS
TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026 (DWSRF)

INTEREST RATE:	MATURITY DATE:	DATED DATE:	ISSUANCE DATE:	CUSIP NO.:
_____%	September 1, 20__	January 1, 2026	January 12, 2026	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF BAY CITY, TEXAS (the “City”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Certificate at Zions Bancorporation, National Association (the “Paying Agent/Registrar”), at its principal payment office in Houston, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date identified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on March 1 and September 1, beginning on September 1, 2026, mailed to the registered owner as shown on the books of registration kept by the Paying Agent/Registrar as of the fifteenth day of the month next preceding each interest payment date; provided, however, that for so long as the Texas Water Development Board (“TWDB”) is the Owner of the Certificates, all payments of principal and interest will be made in wire transfer form at no cost to the TWDB.

THIS CERTIFICATE is dated January 1, 2026 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$3,735,000 (herein referred to as the “Certificates”), for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the improvements to the City’s water system,

including the planning, acquisition, design and construction of (i) two water plants, including water wells, ground storage tanks, hydropneumatic tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, (ii) water transmission lines, (iii) water meter replacements, and (iv) the costs of professional services related thereto, issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C, Chapter 271, Texas Local Government Code, as amended, pursuant to an ordinance duly adopted by the City Council of the City (the "Ordinance"), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after September 1, 2037, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2036, or any date thereafter at par. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by United States mail, first class, postage prepaid, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, if any.

THE CITY RESERVES THE RIGHT, in the case of a redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office of the Paying Agent/Registrar in Houston, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE is exchangeable at the principal payment office of the Paying Agent/Registrar in Houston, Texas, for certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified paying agent/registrar for the Certificates and will cause notice of any change of paying agent/registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest, if any, on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the Surplus Revenues (as defined in the Ordinance) to be derived from the operation of the City's System (as defined in the Ordinance), are pledged to the payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

City Secretary
City of Bay City, Texas

Mayor [Pro Tem] ¹
City of Bay City, Texas

[SEAL]

(b) Form of Registration Certificate of Comptroller.

¹ Delete if the Mayor executes the Initial Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

[Acting] Comptroller of Public Accounts of
the State of Texas

(SEAL)

(c) Form of Paying Agent/Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

as Paying Agent/Registrar

By:

Authorized Signature

Date of Authentication:

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
attorney to transfer said Certificate on the books kept for registration thereof, with full power of
substitution in the premises.

DATED:

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As Shown Below" and the words "CUSIP NO." deleted;

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted after the last sentence in the first paragraph, "The principal shall be paid in installments on September 1 in each of the years and in the principal amounts identified in the following schedule:"

[Information to be inserted from schedule in Section 5]; and

(iii) the Initial Certificate shall be numbered I-1.

16. CUSIP Numbers. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates.

17. Interest and Sinking Fund; Tax Levy. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in a special fund to be designated "City of Bay City, Texas, Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF) Interest and Sinking Fund." While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Certificates as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures, but never less than two percent (2%) of the original principal amount of the Certificates each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Certificates and to no other purpose.

To pay the debt service coming due on the Certificates prior to the receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

18. Pledge of Revenues.

(a) The Surplus Revenues to be derived from the operation of the System are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Surplus Revenues, secured by a pledge of the Surplus Revenues that may be senior to, on a parity with, or junior and subordinate to the pledge of Surplus Revenues securing the Certificates.

(b) While the Certificates are outstanding, the City will at all times maintain sufficient rates and charges for the payment of the maintenance and operation expenses of the System, and to the extent that ad valorem taxes are not available for such purpose, the City will at all times maintain sufficient rates and charges to produce revenues not less than 1.10 times the annual debt service obligations of all outstanding obligations of the City secured in whole or in part by the Surplus Revenues of the System for which the City is budgeting to make payments from Surplus Revenues, for the payment of debt service on the Certificates. Upon the written request of the TWDB, the City shall provide documentation that evidences the levy of ad valorem taxes for the payment of debt service on the Certificates or information demonstrating that the City has budgeted Surplus Revenues of the System or other lawfully available revenues sufficient for the payment of debt service on the Certificates.

(c) If System revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, the amount of taxes that otherwise would have been required to be levied may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund.

(d) If the City does not levy taxes in any year as provided in Section 17 and Section 18(c) above, the City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates and the City shall not transfer Surplus Revenues from the System to any fund other than the Interest and Sinking Fund until such times as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund.

(e) Each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for the monthly deposit of sufficient Surplus Revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, the deposit of tax revenues, or a combination thereof, into the Interest and Sinking Fund for the payment of debt service on the Certificates.

19. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 18 and 19 of this Ordinance, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 18 and 19 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

20. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor or Mayor Pro Tem of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

21. Sale. The Certificates are hereby sold and shall be delivered to the TWDB, as soon as practicable after adoption of this Ordinance, at a price of par, subject to the approval of the Attorney General and Bond Counsel. At the time the Certificates are delivered to the TWDB, the City shall pay an origination fee to the TWDB equal to 2.00% (\$73,235) of the Project costs,

in accordance with the rules of the TWDB. The Mayor or Mayor Pro Tem and other appropriate officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Certificates.

22. Books and Records. So long as any of the Certificates are outstanding the City covenants and agrees that it will keep proper books of record and account in which full, true and correct entries will be made of all transactions relating to the Certificates and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Owner.

23. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until six years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

(m) Source Series Bonds. The City covenants that neither the City nor a related party thereto will acquire any of the TWDB’s Source Series Bonds in an amount related to the amount of the Certificates to be acquired from the City by the TWDB.

(n) Advanced Refunding. The City covenants to refrain from using the proceeds of the Certificates to pay debt service on another tax-exempt issue more than ninety (90) days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code.

24. TWDB Resolution. The City agrees to comply with the applicable provisions of TWDB Resolution No. 21-033, which authorized the financial assistance evidenced by the Certificates.

25. Escrow Agreement. To facilitate the delivery of and payment for the Certificates pending completion of review of plans and specifications, the City Council hereby authorizes an Escrow Agreement to be entered into by and between the City and the Escrow Agent, the terms

and conditions of which are hereby approved, subject to such insertions, additions, and modifications as shall be necessary to comply with all applicable laws, regulations, and procedures and to carry out the intent and purposes of this Ordinance. The Mayor or Mayor Pro Tem and the City Secretary are authorized to execute and deliver such Escrow Agreement in multiple counterparts on behalf of the City.

26. Project Fund. There is hereby created and established a special fund of the City, to be known as the “City of Bay City, Texas, Tax and Surplus Revenue Certificates of Obligation, Series 2026 (DWSRF) Project Fund,” which shall be established at an official depository of the City and kept separate and apart from other funds of the City. The proceeds of the Certificates shall be deposited in the escrow account for the Certificates that is maintained by the Escrow Agent for the benefit of the City and TWDB under and as more specifically provided in the Escrow Agreement. Upon release from the escrow account, such proceeds shall be deposited and held in the Project Fund until used for authorized purposes. The proceeds of the Certificates, as received, shall be deposited in the Project Fund. Money on deposit in the Project Fund and all interest and income derived therefrom shall be used only for the purposes set forth in Section 3 of this Ordinance and to pay costs of issuance. Money on deposit in the Project Fund, may, at the option of the City, be invested as permitted by State law including, particularly, the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257; provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Project Fund will be available at the proper time or times. Certificate proceeds deposited in the Project Fund shall be timely and expeditiously used, in accordance with the schedule for the Project approved by the TWDB, as may be amended from time to time. The City will maintain project accounts in accordance with generally accepted accounting standards for state and local governments, including standards related to the reporting of infrastructure assets.

27. TWDB Rules. In compliance with the published rules and regulations of the TWDB, the City covenants and agrees that upon final completion of the Project to be financed with the proceeds of the Certificates, and if all or any portion of the Certificates shall be held by or on account of the TWDB or the State, the proper officials of the City shall render due and final accounting of the total cost of the Project and provide a copy of as-built plans for the Project to the TWDB. If, following completion of the Project, funds remain on hand in the Project Fund, or if the TWDB Executive Administrator (the “Executive Administrator”) disapproves construction of any portion of the Project as not being in accordance with the plans and specifications, the City shall use any remaining funds for enhancements to the Project that are approved by the Executive Administrator, or, if no enhancements are authorized by the Executive Administrator, the City shall submit to the TWDB a final accounting and describe the proposed disposition of any unused funds. If any funds are determined to be surplus funds remaining after the completion of the Project and the completion of a final accounting, such surplus funds shall be used for purposes approved by the Executive Administrator. Unless otherwise stated in the loan ation of the TWDB with respect to the purchase of the Certificates, in determining the amount of available funds for constructing the Project to be financed, the City shall account for all monies in the Project Fund, including all loan funds extended by the TWDB, all other funds available from the Project as described in the Project engineer’s sufficiency of funds statement required for closing the TWDB’s loan, and all interest earned by the City on

money in the Project Fund. This requirement shall not be interpreted as prohibiting the TWDB from enforcing such other rights as it may have under law.

28. Outlay Reports. The City agrees to submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

29. Environmental Indemnification. The City shall not use proceeds from the sale of the Certificates for sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

30. Insurance. The City covenants that the Project will be kept continually insured against such perils in an amount sufficient to protect the TWDB's interest in the Project, to the extent that insurance is customarily carried by cities operating similar facilities in similar locations; provided, however, that the City shall not be required to maintain such insurance so long as builders risk insurance covering such facilities during the period of construction is in effect.

31. Compliance with Rules and Statutes. The City covenants that it will comply with TWDB's rules and relevant state statutes in connection with the sale of the Certificates to TWDB and the use of the proceeds in connection with the Project approved by TWDB.

32. Compliance with Environmental Findings of Executive Administrator. The City covenants that it will comply with the conditions specified in the final environmental finding of the Executive Administrator when issued, including the standing emergency discovery conditions for threatened and endangered species and cultural resources.

33. Audited Financial Statements. The City shall annually submit to the TWDB a copy of its audited financial statements, which shall be prepared by a certified public accountant in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation.

34. Compliance with Davis-Bacon and Federal Disadvantaged Business Enterprises Program. Laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all Project contracts mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the Project carried out in whole or in part with Certificate proceeds shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB. The City covenants to comply with all applicable State and federal procurement requirements,

including the federal procurement requirements under the Disadvantaged Business Enterprises program.

35. Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Certificates are outstanding.

36. Use of Iron and Steel Products. The City covenants that it will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4, 42 U.S.C. §300j-12(a)(4) , and related State Revolving Fund Policy Guidelines.

37. Maintenance of Project Fund. The City covenants that it will maintain the Project Fund in accordance with generally accepted accounting principles for state and local governments.

38. Continuing Disclosure Undertaking.

(a) Annual Reports. The City agrees to provide to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the City's annual financial statements. The information will also include the audited financial statements of the City, if the City commissions an audit and it is completed within the required time. If the audit of such financial statements is not complete within such period, then the City will provide unaudited financial statements within such six-month period to the MSRB, and audited financial statements if and when the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation. All such information and operating data shall be provided to the MSRB, in an electronic format, accompanied by identifying information, as prescribed by the MSRB, and will be available via the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org.

If the City changes its fiscal year, the City will notify the MSRB of any such change (and of the date of the new fiscal year end) prior to the next date by which the City would otherwise be required to provide financial information and operating data pursuant to this Section.

All such information and operating data may be provided to the MSRB in full in one or more documents, or may be included by specific reference to documents available to the public (including an Official Statement or other offering document, if it is available from the MSRB).

(b) Event Notices. The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10)

business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this Section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this Section and in the definition of Financial Obligation in Section 2, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further amendments or written guidance provided by the SEC or its staff with respect with respect to the amendments to the Rule effected by the 2018 Release.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 38(a). All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly

provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data subsequently provided in accordance with Section 38(a) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

39. Private Placement Memorandum. The form and substance of the Private Placement Memorandum for the Certificates dated December 9¹⁶, 2025, and any addenda, supplement or amendment thereto (the “Private Placement Memorandum”), presented to and considered at this meeting, are hereby in all respects approved and adopted. The proper officials of the City are hereby authorized to execute such Private Placement Memorandum as prescribed therein.

40. Appointment of Initial Paying Agent/Registrar; Paying Agent Registrar Agreement.

(a) Zions Bancorporation, National Association, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential, and unless otherwise required by law, shall not permit their inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest, on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Ordinance.

(d) The form of Paying Agent/Registrar Agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and the appropriate officials of the City are hereby authorized to execute such agreement for and on behalf of the City.

41. Maintenance, Termination and Replacement of Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under this Section 41 of the Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

(c) Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

(d) The City reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

(e) Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class,

postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

(f) By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

(g) If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

42. Remedies. TWDB shall have all remedies available at law or in equity with respect to the Certificates, and any provision of the Certificates that restricts or limits TWDB's exercise of such remedies shall be of no force and effect.

43. Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General.

44. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

45. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

46. Severability and Savings. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

47. Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

48. Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordered.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED this 9th 16th day of December, 2025, by the City Council of the City of Bay City, Texas.

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Robert K. Nelson	_____	_____	_____
Benjamin Flores	_____	_____	_____
James Folse	_____	_____	_____
Bradley Westmoreland	_____	_____	_____
Susan Reardon	_____	_____	_____
Blayne Finlay	_____	_____	_____

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

[SEAL]

Jeanna Thompson, City Secretary
City of Bay City

APPROVED AS TO FORM:

City Attorney
City of Bay City

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §

I, the undersigned officer of the City Council of the City of Bay City, Texas, hereby certify as follows:

1. The City Council of the City of Bay City, Texas, convened in a ~~regular~~special meeting on the ~~9th~~16th day of December, 2025, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Robert K. Nelson	Mayor
James Folse	Mayor Pro Tem and Council Member, Position No. 2
Benjamin Flores	Council Member, Position No. 1
Bradley Westmoreland	Council Member, Position No. 3
Susan Reardon	Council Member, Position No. 4
Blayne Finlay	Council Member, Position No. 5

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting, a written

ORDINANCE NO. 1765

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BAY CITY, TEXAS, TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 (DWSRF); AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES; PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

_____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 9th 16th day of December, 2025.

[SEAL]

City Secretary
City of Bay City, Texas

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 12/10/2025 8:21:28 AM	
Style name: Bracewell Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bracewell.cloudimanager.com/IM/10866449/9	
Modified DMS: iw://bracewell.cloudimanager.com/IM/10866449/10	
Changes:	
<u>Add</u>	12
Delete	11
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	23



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/10/2025	Date Submitted:	12/1/2025
Prepared By:	Samantha Denbow	Presented By <i>(if different)</i>	Ray Beltran
Department:	Communications & Marketing	Type of Agenda Item:	Regular

ITEM TITLE: Revised Communications Policy

AGENDA LANGUAGE:

Discuss, consider and/or approve the revised Communications Policy.

EXECUTIVE SUMMARY/BACKGROUND

City staff presented the draft Communications Policy for Council review at the November 18, 2025 City Council Meeting. Following that review, the policy has been amended and is now being presented for approval as the City's first formal Communications Policy for employees.

Much of the Council's initial questions and feedback focused on who the policy governs, what it includes, and how it might affect conversations with residents. This policy governs City employees and departments only, setting expectations for internal and external communication, public information practices, media interaction, and organizational messaging. It does not govern the communications of the Mayor or City Council. Should Council wish to set expectations for its own communications, a separate Council-specific policy would be required.

The Communications Policy provides the overarching framework—the what we will do—for organizational communication. It is separate from more detailed procedures, plans, and operational tools, which outline how we accomplish it and are established administratively. These supporting documents—such as communication plans, social media procedures, crisis communications plans, and branding guidelines—will continue to guide day-to-day practices.

Approval of this policy will establish a consistent, unified foundation for communication across all City departments.

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☒		☐		☐		☐		☒
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

Revised February 13, 2025

FINANCIAL NOTES
• n/a

RECOMMENDATION: Staff recommends that City Council approve the revised policy.

ATTACHMENTS: Revised policy

CITY OF BAY CITY

COMMUNICATIONS POLICY

FOR CITY EMPLOYEES



Approved on December XX, 2025.

CITY OF BAY CITY COMMUNICATIONS POLICY

The purpose of the City of Bay City (COBC) Communications Policy is to establish guidelines on City Communications and ensure all communications issued, released, and published are authorized by the Communications Department prior to being shared. This policy has been shared with City of Bay City leadership, and directors. The final draft has been reviewed and approved by City of Bay City Leadership.

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1. COMMUNICATIONS GOALS

1.1 POLICY OVERALL GOAL

- 1) The main goal is to maximize our visibility among the approximately 18,000 constituents of the City of Bay City (COBC) through public, digital, and mainstream media. Ultimately, we want to ensure that we do not miss opportunities to promote and share the great work we are doing. This can only be accomplished if we work together. The Communications department/team will determine and provide the necessary strategy and support to effectively highlight our work and successes.
- 2) This policy has been developed to ensure consistent messaging and adherence to brand standards from the Communications Department. The intent of this document is to have clear guidance for overall COBC communications.
- 3) Ensure the accuracy (spelling, grammar, date, time, etc.) and consistency of all communications being shared across channels.

1.2 COMMUNICATIONS DEPARTMENT GOALS

- 1) Develop and implement Communications/Marketing Plan for local and regional audiences to expand reach, as well as promote our work and impact.
- 2) Create awareness about the City of Bay City’s vision, goals, and impact.
- 3) Communicate and connect with the City of Bay City residents effectively.
 - I. Inform constituents with updates about issues, projects, and events that affect them.
 - II. Engage constituents in dialogue about the issues, challenges, successes, and impact of the City’s work in their lives.
- 4) Communicate effectively to internal and external audiences during emergencies.

- I. Inform staff and community about important updates and provide guidance during emergencies

2. ROLES AND RESPONSIBILITIES

In general, the role of the Communications Department is to act as a clearinghouse for outgoing mass communications and as a consultant to other City departments on marketing and media-related issues. Our goal is to coordinate, clarify and ensure continuity in messages and publications issued by the City.

2.1 COMMUNICATIONS DEPARTMENT RESPONSIBILITIES

- 1) Be aware of all activities in, and all actions of, the City.
- 2) Assist media in gaining information from department directors, City Council members, Commission and Advisory Board members and public records.
- 3) Track media coverage of City-related meetings, events and issues.
- 4) The announcement of major City decisions or significant events.
- 5) Approve all news releases prepared by City departments before distribution.
- 6) Release City reports, press releases, and announcements, simultaneously to appropriate news media representatives.
- 7) Coordinate all media interactions.

2.2 ROLE OF DEPARTMENT DIRECTORS

- 1) Keep the Communications Department informed of employee or department accomplishments, and items of human interest. Such stories promote positive public relations. Examples include recognition of employees who complete their education, ceremonial events such as retirement of a tenured employee, or departmental participation in a community event or fundraiser.
- 2) Ensure information relating to all activities within the city is provided to the Communications Department.
- 3) Keep the Communications Department informed of any potentially negative press.

2.3 ROLE OF CITY EMPLOYEES

- 1) Use chain of command to inform direct supervisor and/or department director and notify the Communications Department of activities - positive or negative - that are likely to draw media interest.
- 2) ALWAYS inform the Communications Department by telephone or e-mail when contacted by the media - especially regarding a controversial issue. All contacts to and from the news media must be handled by the Communications Department. Due to the nature of the job, Police and Fire may be unable to contact the Communications Manager/Public Information Officer immediately. In these types of situations, it is important that the Communications Department is made aware of the interaction as soon as possible.

- 3) Direct all media inquiries to the Communications Manager/Public Information Officer.
- 4) Be available to the Communications Department for questions related to media inquiries.

3. GENERAL COMMUNICATIONS POLICY

The Communications Department is responsible for overall messaging that speaks on behalf of the City of Bay City.

The Communications Manager, Communications and Cultural Arts Director, City Manager, and Mayor have approval and regulatory authority to speak on behalf of the City and City departments. All other requests for official statements must be sent to the Communications Department for review and approval. Communications may include print materials, flyers, articles, social media, news outlets, TV, radio, video, alerts, and SMS texting.

To support the implementation and maintenance of the City's Communications Policy, the Communications Department is responsible for developing procedures, guidelines, and training related to City communications that are accessible to all City departments. The Communications Department shall collaborate with the Information and Technology Department to develop and maintain policies governing the appropriate use of technology and electronic devices for communications purposes. Together, these departments shall ensure that the City's digital communications infrastructure, including the official City website and associated online platforms, is properly maintained, secure, and consistent with City branding and accessibility standards.

The Communications Department has authority to enforce, update and implement changes to the City's Communications Policy and/or procedures with approval of City Manager. The City reserves the right to take appropriate disciplinary action, up to and including termination, for any violation of this communications policy or associated procedures.

PUBLIC INFORMATION:

Public Information Act:

All emails, texts, and other electronic communications related to official COBC business are subject to the Public Information Act (PIA), regardless of the device or account used. Personal devices or accounts used for COBC business may be subject to inspection. To ensure compliance and proper records retention:

- Use COBC email or phone lines for all COBC business whenever possible. This is the preferred standard practice and should be the primary methods of communicating city business.

Personal devices should not be used for City business unless absolutely necessary. When used, employees must ensure that any communication related to City business is properly retained and accessible to the City upon request. Under the Texas Public Information Act, any communication

about official City business, regardless of what device or email account is used, can be considered a public record.

- If you use personal email, forward a copy to your COBC account. Forwarding those messages to an official City email account ensures they are properly archived and retrievable if requested.
- If texting about COBC business (beyond transitory messages like scheduling or quick updates), copy the text to your COBC email. Copying important texts to a City email ensures they are archived and accessible for recordkeeping or open records requests.
- Public information requests are received by the COBC Secretary's Office.

All employees are responsible for ensuring that communications concerning City business, regardless of platform or device, are preserved in accordance with the City's Records Retention Schedule and the Texas Public Information Act. When in doubt, staff should forward or copy such communications to their official City account.

3.1 EXTERNAL COMMUNICATIONS

- 1) All COBC external communications must include the COBC logo/seal and be approved by the Communications Department. The Communications team will provide a set of tools that include marketing materials templates that can be utilized for overall communications efforts. COBC Departments with approved department logos must also include the COBC logo/seal for any public facing communications and printed materials used for external communications. To request a template or the creation of other communications tools, please send your requests to the Communications team by online request form.

3.2 INTERNAL COMMUNICATIONS

- 1) All city-wide internal communications will be guided by the COBC's vision and goals.
- 2) All city-wide internal communications must be reviewed by City Manager, department director (or department designee) and/or Communications Department.
- 3) COBC Department Directors are responsible for distribution of city-wide messages, notices, or alerts regarding their department. Communications Department retains authority for final approval of distribution of city-wide communications.

3.3 BRAND IDENTITY

3.3.1 BRANDING GUIDE

The COBC Communications Department will develop a Branding Guide that provides guidelines and best practices for City branding that all City departments must adhere to.

3.3.2 OFFICIAL LOGO USE

Logos must not be created or altered independently by departments without involvement and approval from the Communications Team. Unauthorized or unapproved logos are not permitted on any COBC materials.

4. COMMUNICATIONS REQUESTS

The Communications Department shall produce and disseminate materials that effectively inform, engage, and represent the City of Bay City. Deliverables must meet established standards for quality, timeliness, and accuracy. All communications activities shall align with approved messaging, branding, and public information policies. The Communications Team welcomes opportunities to support and collaborate on projects to help raise awareness about COBC programs and initiatives. Departments can send project requests to the Communications Team via online request form or email. Requests for communications support may include but are not limited to:

- Development of marketing materials
- Strategic communications planning and execution
- Social media
- Media outreach
- Event support
- Special Projects / initiatives
- Signs/displays – City departments should remain neutral and not advertise non-city sponsored events, with few exceptions within departments. City Hall is off limits and not included.

City departments must include Communications Department in advanced planning required for special projects, initiatives, and large events that may generate significant public interest, controversy, include sensitive topics, require public engagement, and/or informative/educational aspects.

Requests should be submitted at least 2 weeks in advance of planned distribution dates to allow for strategic planning and integration into existing communications efforts as well as design creation, review, execution, and distribution. This will allow for appropriate prioritization, tracking, and improve outcomes for communications efforts.

Standard thresholds for deliverables are located in Appendix B.

For emergency requests, please be sure to note in the email subject line to ensure it is reviewed as such.

5. WEBSITE

- 1) The Communications Team is responsible for www.baycitytx.gov. The team works with COBC Information Technology Department to develop and approve the technical and architectural structure of the website. The Communications Team is responsible for daily management of the website which includes graphics, photography, and overall content/messaging.
- 2) Departments will be responsible for assigning a website administrator and providing appropriate website content on a timely basis as well as regularly providing updates for their areas to ensure information is relevant and supports their overall efforts.
- 3) Working with COBC departments, the Communications Department will coordinate with

department staff designated as website administrators to update and ensure information on the site is up to date.

- 4) The design and consistent look of the website and associated pages are guided by standards developed by the Communications Department. The goal for the website is to achieve a consistent look that is easy to navigate and accessible to the public.
- 5) New requests/additions to the website should be sent directly to the Communications Department.

6. SOCIAL & DIGITAL MEDIA POLICY

The Communications Department is committed to sharing relevant and reliable information with constituents, staff, stakeholders, and partners. The department reserves the right to determine the method, timing, and content shared on official COBC digital channels that include, but are not limited to, social media websites such as Facebook, Twitter, Instagram, Nextdoor, LinkedIn, and YouTube. Only the Communications Department or its designee is authorized to post content to any website or social media site belonging to or maintained by COBC.

All designated employees who are authorized to post content on social media and/or COBC website must complete training through the Communications Department to ensure that social and digital media visible to public maintain the standards and practices set by the City's Communications Policy.

Official COBC Business and Non-City Social Media Platforms

To ensure consistency, transparency and compliance with state law, employees shall not use personal, department or city social media accounts to engage with, comment within, or administer non-city social media groups, chats, or forums for the purpose of conducting or discussing official COBC business.

Social and Digital Media Definitions are located in Appendix A.

All COBC staff are expected to observe regulations governing the use of electronics, specifically Section 2.12, the COBC Computer and Electronic Communication Devices contained in the COBC Personnel Guidelines.

COBC communications tools should be used in ways that provide clear communication, maximize transparency, maintain the security of the city's network, and are in keeping with professional standards. This includes the use of social media. Therefore, the use of social media on behalf of COBC must be done thoughtfully and in a manner that will minimize risk. The methods through which this should be achieved are outlined in this policy.

COBC has the following official pages:

Facebook: City of Bay City, TX USA

Instagram: @cityofbaycitytx
YouTube: @CityofBayCityTexas
Twitter: @CityOfBayCityTx
LinkedIn: City of Bay City, TX

In addition to the official social media pages, COBC also has additional pages that fall under the COBC communications umbrella. These pages are to be used as tools to communicate and/or promote events, programs, city department services and information. The pages are managed and administered by corresponding departments/teams with the Communications Department retaining overall authority social media pages falling under the COBC Communications Umbrella.

Pages include:

1. Pages: the following are COBC Department Facebook pages

- Municipal Court
- Police Department
- Parks & Recreation
- Riverside Park
- Public Library
- Sargent Library
- Regional Airport
- Fire Marshal
- Main Street
- Visit Bay City: Tourism

2. Additional social media: the following accounts were created as tools.

- Visit Bay City: Instagram
- Visit Bay City: Twitter
- Parks and Recreation – Instagram, Twitter
- Riverside Park – Instagram, Twitter

3. Festival pages: the following pages are created as tools for annual city events

- Camofest: Website, Facebook
- Day of the Dead: Website, Facebook

Although these pages and/or accounts are not solely managed by the COBC Communications Department, the team can share relevant and reliable information to constituents, staff, stakeholders, and partners. The department page/account main administrator (for example, parks pages will be managed by the Parks and Recreation Department) will assign a staff member to manage and maintain the page/account. Assigned staff members are expected to monitor messages and comments, and ensure constituent questions and concerns are being answered. The COBC Communications Team and the department page/account main administrator reserve the right to determine the method, timing, and content shared on official COBC pages/accounts. Only the COBC Communications Department or the department staff assigned to manage the page

are authorized to post content to and/or maintain these specific pages.

Requests for new pages or platform accounts must be sent to the COBC Communications Department first. The COBC Communications Department is the only department with authority to create, combine, or sunset any social media account that falls under the COBC Communications umbrella without departmental discussion.

6.1 ACCEPTABLE USE

6.1.1 PROFESSIONAL USE

COBC's social media communication should remain professional in nature and should always be conducted in accordance with COBC communications policy, practices, and expectations. For the purpose of this policy, Professional Social Media Use is defined as any use of the COBC social media pages, accounts, etc., by the COBC Communications Manager, departments or any authorized staff.

The expectations of professional use of COBC social media are the following:

- Social media postings containing obscene or sexually explicit language, images or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias or are harassing, or demeaning toward COBC employees, city officials, vendors, or others who perform services and work with COBC are prohibited. This includes but is not limited to:
 - Vulgar, physically threatening or harassing language.
 - Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law.
 - Inappropriate sexual content or similar links.
 - Private or otherwise confidential information.
 - Content that promotes illegal activity or encouragement of actions that may compromise public safety.
 - Content that violates a legal ownership interest of any other party.
 - Comments not topically related to the original article or post.
 - Organized political activity, or comments in support of or opposition to political candidates, campaigns or ballot measures.
 - Promoting or advertising a commercial transaction, organization or event that is not sponsored or in direct relationship with COBC.
 - Information that may compromise safety or security of the public or public systems.
- Only the COBC Communications Team and designated authorized staff have the authority to access COBC social media channels. Access to these channels without the direct approval of the COBC Communications Team and/or Agents is prohibited. In the

event that any employee uses COBC social media without the direct approval of the COBC Communications Department, COBC reserves the right to block access to its networks or social media channels.

- Employees may not disclose confidential information from any department, including confidential information relating to ongoing investigations, or disclose confidential information to third parties who have provided information to any department, including federal, state and Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPPA) information.
- Use of COBC social media channels, pages, and content for personal use or interests is prohibited and must remain relevant to city business and stay within the scope of guidelines and best practices.
- The COBC Social Media Policy may be revised at any time.

6.1.2 EDITING/REMOVING POSTS FROM COBC PAGES

It is never COBC's preference to remove content from our social media pages. In certain instances, however, it may be necessary to edit or remove posts from COBC social media channels in order to ensure COBC is providing updated, accurate information. If it is necessary to edit a post and update the misinformation, designated staff may edit accordingly using approved process and procedures to ensure compliance. Any questions should be directed to the Communications Department.

Posts may be edited or removed from COBC pages under the following circumstances:

- Information in the post is dangerously incorrect or misinformative.
- The act of posting a separate retraction or update would not be a sufficient solution.
- The post does not meet the requirements laid out in the COBC Social Media Policy, Communications Plan or Branding Standards.
- When warranted, the authorized staff shares a corrected version of the post as soon as possible after deleting the original content.
- All edits, removals, or other modifications to posts must follow applicable state laws regarding data retention and archiving, ensuring that original content is properly preserved and documented before deletion or alteration.

Authorized staff should always consult with the Communications Department before deleting a post on any of the COBC social media pages. Communications Department maintains authority to remove posts or comments on any COBC social media pages.

6.2 PERSONAL USE

Staff may publish or share COBC-related content on personal social media profiles. These profiles/accounts should remain personal and be used to share personal opinions or non-work-

related information. Following this principle helps ensure a distinction between sharing personal and agency views. Employees should not use the COBC logo as a profile logo. COBC-related content, shared, posted, or otherwise published, must not conflict with COBC policies, nor violate the privacy of employees or constituents.

Employees should be aware that any content published on a social media profile is inherently public, regardless of privacy settings. This includes but not limited to: content posted on professional and personal social media pages and profiles. COBC maintains the right to appropriately discipline employees for the improper publication of both personal and COBC-related content on personal social media profiles. Employees must not use official agency social media for political purposes, to conduct private commercial transactions, to engage in private business activities, or in a manner that violates ethical or legal standards. Before sharing on social media profiles, staff should always consider the possibility that it could be printed on the front page of the newspaper or used in attempt to harm your reputation or the COBC reputation.

To report questionable content or misinformation, email communications@baycitytx.gov immediately and include a screenshot, if possible.

COBC employees are encouraged to communicate in the following professional manner:

- As public servants, employees are cautioned that speech during or after work hours, made pursuant to their official duties, is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to COBC. COBC employees shall assume that their speech and related activity on social media sites will reflect upon COBC. Speak respectfully about COBC and its current and potential elected officials, employees, customers, residents, contractors, and business associates. Do not engage in behavior that reflects negatively on COBC's reputation. The use of copyright materials, unfounded or derogatory statements, or misrepresentation is not viewed favorably by COBC and can result in disciplinary actions up to and including employee termination.
- Write knowledgeably, accurately, and use appropriate professionalism. When using social media, COBC employees should be mindful that their communications become part of the worldwide electronic public domain. Personnel should be aware that privacy settings and social media sites are subject to constant modifications and should never assume that personal information posted on such sites is protected or secure.
- The personal use of social media by COBC employees can result in members of the public forming opinions about COBC and its officials, employees, and business associates. COBC employees should consider potential risks and repercussions for any social media activity that may impact COBC's image.
- Refrain from sharing content that could potentially be considered offensive or

inappropriate. Consider all forms of social media free and open to the public, regardless of privacy settings. COBC employees should consider their personal reputation, and the reputation of COBC by extension, to be attached to everything written on their social media sites.

Employees are reminded that comments about COBC business or confidential matters made on personal time using personal devices are not private and may be subject to public access under applicable laws. Such comments may violate COBC policies, including those governing confidentiality, professionalism, and conduct. Employees should be aware that inappropriate, offensive, or otherwise unprofessional statements made on personal social media platforms that reflect negatively on the City or interfere with City operations may result in disciplinary action, up to and including termination.

Provided, however, these guidelines are not intended to bar or discourage employees from engaging in protected concerted activity. Employees are not barred from exercising their right to act together to try to improve their pay and working conditions, including, without limitation, communicating whether through social media or otherwise to achieve such purpose.

6.3 PERSONAL PRIVACY

COBC reserves the right to monitor social media postings of employees. Any information that employees post on any social media may be accessed by COBC at any time, without prior notice. Access to any social media sites from COBC computers or other devices is prohibited at any time during work hours unless permission is granted for the purposes of conducting COBC business. Limited personal social media use on personal devices may occur but should not interfere with productivity or expected work performance.

Use of COBC social media to make personal comments on COBC business and confidential matters is prohibited regardless of how or when communicated. Users should have no expectations of privacy. Social media is not a secure means of communication.

7. MEDIA POLICY

7.1 MEDIA INQUIRIES

Inquiries from the news media will be given high priority and will be responded to as quickly and efficiently as possible. COBC employees are to promptly direct all media inquiries to the Communications Department at communications@baycitytx.gov and/or call the Communications Manager/PIO. The Bay City Police Department is the exception to this policy as they are the only city department with a designated PIO for media inquiries.

Due to what are often very tight timeframes, every effort will be made to meet media deadlines and ensure that all information released to the media is accurate. It is important that all departments

respond as soon as possible when a member of the Communications Department requests information for media requests.

7.2 PUBLIC NOTICES~~OFFICIAL NEWSPAPER OF RECORD~~

~~In accordance with Texas state law, the City will utilize a local newspaper(s)~~ In accordance with Texas state law and the COBC Charter, the City will designate an official newspaper for all legally required public notices, ordinances, meeting announcements, bid solicitations, and other official publications mandated by law will be published to ensure compliance with statutory requirements and to provide transparency to the public. City ~~D~~departments are responsible for these types of notices and should notify the Communications Department of public notices. Additional media outlets may be utilized for advertising and announcements that do not require specific legal requirements. All other communications with media outlets must be approved by Communications Department.

8. CITY-INITIATED PRESS COVERAGE

- 1) The Communications Department has the sole authority to seek press coverage for any COBC event, campaign, or issue from media officials or personalities.
- 2) Press Releases:
 - I. Communications Department will provide templates and guidelines for COBC Department press releases. Department heads or designated staff are authorized to complete press release drafts using supplied templates and submit to Communications Department for approval prior to distribution.
 - II. The Communications Department may suggest other methods of publicizing the event, occasion, or accomplishment, such as e-mails to members/constituents/subscribers or social media posts. They may also determine that such methods are preferable and should be used in lieu of a release.
 - III. If any changes are made to the event for which the communication was written, organizers must inform the Communications Department immediately by email or call.

9. EMERGENCY COMMUNICATIONS POLICY

Guidelines and protocols for managing communications during a crisis or emergency are detailed in the COBC Crisis Communications Plan.

During the event of an emergency in COBC and/or Matagorda County, staff will receive updates via email or alerts from the City Manager and/or the Communications Department that can be shared externally, unless noted otherwise. It is important that messaging during emergency incident is consistent and accurate. Please refrain from sharing rumors, misinformation, or confidential information.

To prevent miscommunication, confusion, and/or incorrect information that can affect the safety of the public, staff should not create or send information related to the emergency without approval from the Communications Department, ~~and/or City Manager~~, and/or Emergency Management Coordinator.

All personnel involved in emergency response communications should review and familiarize themselves with these guidelines in advance.

During an incident or crisis, all previously planned social media posts should be delayed until after event has concluded. Communications Department will post to COBC page and tag additional city departments to establish message alignment and present a unified voice. City departments outside of Communications should not post emergency information to their respective pages.

10. APPENDIX A. SOCIAL AND DIGITAL MEDIA DEFINITIONS

For the purposes of this policy, unless otherwise stated, the following definitions apply:

“Social Media” are third-party websites containing information that is intended to facilitate communications, influence interaction with peers and with public audiences about some topic, typically via the Internet and mobile communication networks. Types of social media include but are not limited to Facebook, Twitter, Instagram, and any other social media outlet that serves the purpose of sharing information

“COBC Social Media Sites” are pages, sections or postings in Social Media websites that are established or maintained by an employee of COBC who is authorized to do so as part of the employee’s job. COBC Social Media Sites are intended to be used for COBC business, to communicate with office holders or COBC staff, and/or communicate or gather feedback from residents and other interested parties.

“COBC Social Media Content” is information posted or provided to a COBC Social Media Site by a COBC employee when such activity is a part of the employee’s duties.

“Social Networking” is the practice of engaging in business and/or social contacts by making connections via interactive Web-based applications.

“Blog” is a web site that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.

“Post” is to display an announcement in a place for public view on a social media.

“Comment” means a response to a COBC article or social media content submitted by any person or entity.

“Link” is short for “hyperlink” which connects a hypertext file to another location or file typically

activated by clicking on a highlighted word or icon at a particular location on the screen.

“Public Information” is any information collected, assembled, or maintained by COBC in the transaction of official business pursuant to Chapter 552 of the Texas Government Code.

“Group” is a space within a social media platform where multiple users can communicate or share content around a shared topic or purpose; a COBC Group is created or managed by authorized staff for official City business.

“Event” is a social media feature used to promote or organize scheduled activities; a COBC Event is created or managed by authorized staff to share information about City-sponsored or City-related activities.

11. APPENDIX B. STANDARD THRESHOLDS FOR DELIVERABLES

Deliverable Type	Expected Standard / Threshold	Quality Benchmark
Press Releases & Media Advisories	Issued within 24–48 hours of an approved announcement, decision, or event.	Clear, factual, AP-style, includes at least one key message and quote from authorized spokesperson.
Social Media Content	Minimum of 3–5 posts per week per active COBC social media channel, adjusted based on campaigns, priorities, or emergencies.	Engaging, visually aligned with COBC brand standards, and compliant with City social media policy.
Website Updates	Routine content updates within 2 business days of receiving approved materials.	Accurate, ADA-compliant, consistent with City tone and information hierarchy.
Graphic Design / Visual Materials	First draft within 5 business days of request unless otherwise approved by the Communications Manager.	Consistent with City branding and visual identity guidelines; professional layout and quality.
Internal Communications	Key messages or employee notices distributed within 1 business day of approval.	Clear, concise, actionable, and aligned with organizational values and transparency goals.
Public Information Campaigns / Major Projects	Campaign plan and content calendar developed within 2 weeks of project approval.	Measurable objectives defined; outcomes reviewed post-campaign for effectiveness and reach.

12. APPENDIX C. COMMUNICATIONS PLAN

City of Bay City - Communications Plan

The City of Bay City’s Communication Plan highlights goals, objectives, and specific actions that staff will take to assist the organization in connecting and engaging with citizens and employees. This plan is critical in accomplishing transparency, the growing demand for open, two-way communication needed to engage with the public, and gathering of feedback from citizens, visitors, and employees. This plan is a living document and will be reviewed and updated as needed as part of the City’s commitment to continuously improve its communications to the public.

The City of Bay City

As the seat of Matagorda County, the City of Bay City has a strong historical presence and provides a variety of local attractions and amenities in Bay City itself and the surrounding communities in the county.

The City’s vision is to grow its diverse culture through a united and collaborative effort. City leadership envisions a thriving family-centered community where citizens are involved in future development. Bay City wants its citizens to work, play, worship and shop in the community while welcoming visitors to enjoy the friendly environment and amenities that residents and business owners have created. The City states its mission as follows:

Mission Statement

“The City of Bay City promotes economic growth and invests in quality-of-life initiatives through collaboration. We respond promptly and professionally to residents’ concerns and strive to deliver superior municipal services.”

Core Values

Integrity: We are dedicated to delivering results with honesty, integrity, and fairness, putting the community's best interests first.

Excellence: We are committed to excellence in customer service, working to make Bay City an enjoyable place to live with quality infrastructure and superior municipal services.

Transparency: We will keep our community informed by sharing our plans and progress.

Communications Office

Effective communication with the public and with our employees is the goal of this office. Whether it is through a phone call, email, social media, the City website, messages via our Constant Contact account, or a face-to-face visit, it is important to us to make sure citizens and employees are receiving the information they need.

Communication is not just talking... it's listening as well. We want to hear from you! Communities and governments that are engaged communicate better.

The role of the Public Information Officer (PIO) is to plan, coordinate, and manage the operations and activities of the City of Bay City's Public Information Office to assure the City's key messages reach the public by coordinating dissemination of news by way of all media outlets utilized by the City. The PIO provides advice and counsel to City staff and officials in the management of community relations issues and serves as the City's primary media liaison. The PIO also serves as the Public Information Officer in the event of the activation of the Incident Command System.

The Public Information Office is responsible for disseminating accurate, reliable and timely information to employees and the public. The City utilizes several methods to communicate with employees and the public. These methods include email, the City website, social media channels, Constant Contact distribution, the local newspaper, and the local radio station.

12.1 Communication Goals

- **Centralize Communication:** Set up the communications department as the main hub for all city communication while letting other departments still handle their routine messages.
- **Increase Transparency:** Make sure residents are always in the loop about what's happening with the city, from decisions to services and everything in between.
- **Encourage Community Engagement:** Make it easy for residents to get involved, ask questions, and stay informed.
- **Crisis Communication:** Get the word out quickly and clearly during emergencies, like weather events or other urgent situations

12.2 Timeline

- **Months 1-3**
 - **Set-up the Communications Process:** Get everything in place for how the Communications Department will handle and review all public messaging.

- **Website & Social Media Set-up:** Make sure the website is running smoothly and set up consistent branding across social media channels.
- **Emergency Alert System:** Launch and test SMS-based alert system to notify residents during emergencies.
- **Months 4-6**
 - **Create Templates for Common Messages:** We'll create standard templates for press releases, safety alerts, and event announcements so everything is consistent.
 - **Start sending Regular Newsletters:** Launch bi-weekly email newsletter with city updates and upcoming events.
 - **Hold Town Hall Meetings:** Host the first four town hall meetings to introduce the new communications process and listen to feedback.
 - **Train City Departments:** Train city staff on how to submit their messages for approval and with communications team.
- **Months 7-9**
 - **Monitor & Update Processes:** We'll continue to fine-tune the communications processes and make sure everything is running smoothly.
 - **Emergency Drill:** Run a test drill for an emergency (like a weather event) to make sure our communications systems are effective and fast.
 - **Review Media Partnerships:** Check how well we're working with local media and adjust strategies if needed.
 - **Resident Engagement Campaign:** Launch an initiative to get more input from residents on important issues, including surveys or feedback forms.
- **Months 10-12**
 - **Evaluate Success:** We'll review how everything is going, looking at website traffic, social media engagement, and newsletter open rates to see what's working best.
 - **Final Town Hall:** Host last town hall meeting of the year to share an update on communications progress and what's next.
 - **Refine Strategy for Next Year:** Based on feedback, we'll adjust the plan and improve our approach for the following year.

12.3 Target Audience

- **Bay City Residents:** Everyone from families to young professionals to retirees.
- **City Departments:** We'll help departments stay on the same page with messaging.
- **Local Media:** Keeping journalists and bloggers informed.
- **Business Owners:** Sharing updates and news that affect local businesses.
- **Community Groups:** Getting the word out to non-profits, local organizations, and other community stakeholders.

12.4 Current Communication Methods/Platforms

12.4.1 Website

The City of Bay City's website, www.baycitytx.gov, is the City's main hub of information. While the Public Information Officer serves as the webmaster and is responsible for the overall supervision of the site, each department within the organization is responsible for reviewing and updating content on their departmental pages. CivicPlus currently hosts the website and offers modules used within the site to promote notification and engagement by the public.

The website contains a plethora of information as well as tools for the public to use. Through this website, utility bills can be paid online, calendars of events for meetings of city committees and boards can be viewed, and public notices and bid announcements can be found. The Bay City TX 4 U mobile application tool allows the public to submit and track service requests to the Public Works Department.

The website also contains an Intranet site that is utilized by employees only. This site contains forms, manuals, benefit information, and other communications for employees to access. The Intranet continues to be developed and improved upon.

12.4.2 Email

The majority of City employees are assigned a City issued email address. These email addresses can be accessed from the City's website from the Staff Directory. The City Council can also be emailed from the website.

Employees diligently try to answer emails within 24 hours of receiving them and will post out of office messages if they will be away from the office for more than one day.

12.4.3 Social media

Social media allows the City of Bay City to disseminate information quickly to an ever-growing audience. Currently, the City of Bay City utilizes the following social media channels:

Facebook: City of Bay City, TX USA

Instagram: @cityofbaycitytx

YouTube: @CityofBayCityTexas

Twitter: @CityOfBayCityTx

LinkedIn: City of Bay City, TX

At the time of this publication, the City of Bay City has 5,483 followers on Facebook and 959 followers on Twitter. These social media channels are used to post information about City services, street closures, utility outages, upcoming events, employment opportunities, and many other important communications.

Additional channels exist for department use and are maintained by the individual departments.

12.4.4 Local media

The City of Bay City desires to have a great working relationship with the local media in order to make sure the public is receiving up-to-date, accurate information. The City utilizes the services of appropriate media to publish press releases, notify the public of new City services, publicize upcoming City events, and publish employment opportunities and advertisements for bid.

Local media outlets include:

- The Bay City Tribune
- The Bay City Sentinel
- Gulf Coast One Radio
- Victoria Television Group
- KIOX 96.1 FM
- KBBB 102.5 FM
- KPYM 106.1 FM
- SuiteRadio.net

12.4.5 See Click Fix App

The City of Bay City utilizes the SeeClickFix app that allows residents of Bay City to submit service requests, view the City calendar, pay their utility bill, and more. This app also sends important notices to residents who choose to receive them. . This tool supports the City's commitment to transparency, responsiveness, and community engagement.

The app can be found on your phone's app store

12.4.6 Emergency Communications

In the event of an emergency, the City of Bay City will utilize as many communication channels as necessary to disseminate information in a timely manner. However, the City of Bay City currently participates in the Hyper-Reach Communications System for emergency notification to the public. In the event of an emergency, the Bay City Emergency Management staff will use this system to alert our citizens to the danger and to provide any instructions that they need to remain safe. These messages are generated and sent 24 hours a day - 7 days a week as needed.

Citizens must register to receive emergency notifications in order to have the messages delivered to them via email, text message, or by telephone call. The service does not charge registrants to receive messages, however, standard phone charges, mobile minutes, and text messaging rates may apply for calls and text messages you receive as provided in your telephone or wireless plan.

12.4.7 Publications

The City of Bay City produces several publications to keep both employees and the public informed and engaged.

The *Year in Review* highlights major accomplishments, projects, and community impacts from the past year, showcasing progress and transparency across all departments.

Two *quarterly newsletters* are published—one for employees, focused on internal updates and staff recognition, and one for the public, featuring City projects, events, and opportunities for community involvement. Both newsletters are distributed electronically and available on the City’s website.

The *Share Page* is a **monthly article published in the Bay City Tribune**, developed by the City to share relevant news, project updates, community highlights, and helpful links.

Together, these publications ensure residents and staff have access to accurate, timely, and engaging information about their local government.

12.4.8 Video Production

The City of Bay City has begun producing entry-level video content to enhance communication and community engagement. These videos are created in-house using available resources and focus on storytelling, education, and transparency.

Currently in development is the #WeAreBayCityTX series, which highlights each City department and the dedicated employees who serve the community. The goal of this series is to showcase the people, services, and values that make Bay City work—helping residents better understand how their local government operates and the impact it has on daily life.

As video production capabilities grow, the City plans to expand this effort to include additional informational and promotional videos that support public awareness, recruitment, and civic pride.

12.4.9 New Programs & Communication Efforts

Summarize planned additions with a tentative start date

- **Monthly City Manager Updates – February 2026**

Provide residents with monthly updates from the City Manager highlighting key projects, decisions, and upcoming initiatives to promote transparency and leadership visibility

- **Monthly Community Meetings with City Leadership – February 2026**

Host open forums each month where residents can meet with city leaders, ask questions, and share feedback to strengthen community engagement and trust.

- **Advertising Contracts – In Progress**

Establish and manage advertising contracts to promote city programs, events, and initiatives across multiple platforms, ensuring consistent branding and cost-effective outreach.

- **Educational Videos – In Progress**

Produce short, informative videos explaining city services, programs, and processes to help residents better understand how their local government operates.

- **Short Post-Council Updates with the Mayor to Review Council Meetings – March 2026**

Publish brief, easy-to-digest updates featuring the Mayor summarizing key actions and outcomes from City Council meetings to keep residents informed.

- **Quarterly Community Event Booths – January 2026**
Set up city information booths at major community events each quarter to distribute materials, answer questions, and promote engagement opportunities.
- **Departments Communications Cohort – January 2026**
Create a cross-departmental communications group to coordinate messaging, share updates, and maintain consistent communication standards citywide.
- **Departments Media Training – March 2026**
Provide targeted media training for department representatives to ensure confident, accurate, and unified communication with the public and press.
- **Virtual Collaboration Trainings (Microsoft TEAMS, SharePoint, One Drive, etc.) – December 2025**
Offer regular trainings to improve staff proficiency in digital collaboration tools, supporting efficient communication and information sharing across departments.
- **Communications Intranet Portal – In Progress**
Develop an internal intranet portal where staff can access communication resources, templates, policies, and request forms in one centralized location.
- **City Branding Initiative – In Progress**
Lead a comprehensive branding effort to refresh the city’s visual identity, strengthen recognition, and ensure consistent use of logos, colors, and messaging across all departments.

13.

14.13. APPENDIX C. CRISIS COMMUNICATIONS PLAN

INSERT CRISIS COMMUNICATIONS PLAN



AGENDA REQUEST BUSINESS OF THE CITY COUNCIL CITY OF BAY CITY, TEXAS

Meeting Date:	12/9/2025	Date Submitted:	12/1/2025
Prepared By:	Samantha Denbow	Presented By <i>(if different)</i>	
Department:	Library	Type of Agenda Item:	Regular

ITEM TITLE: Resolution- Adopting Guidelines for Library Advisory Board

AGENDA LANGUAGE:

Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Library Advisory Board.

EXECUTIVE SUMMARY/BACKGROUND

The Library Advisory Board is being created to provide structured community input that supports Bay City Public Library services and long-range planning. To establish clear expectations from the start, staff developed Library Advisory Board Guidelines that formalize the board's advisory authority and outline member responsibilities, officer roles, attendance standards, and communication procedures.

All members will be appointed with staggered terms to ensure continuity and stability as the new board begins its work. The guidelines ensure the board launches with clarity, accountability, and consistency in how it supports City decision-making.

Strategic Goal 6.7- Operational Excellence

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☒		☐		☐		☒		☒
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

NA

RECOMMENDATION: Staff recommend that City Council approve the Library Advisory Board Guidelines.

ATTACHMENTS: Resolution & Guidelines

RESOLUTION NO. R -2025-043

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING GUIDELINS FOR
THE LIBRARY ADVISORY BOARD**

WHEREAS, the City Council of Bay City recognizes that the administration of City Boards and Commissions requires guidelines; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAY CITY, TEXAS, THAT IT IS APPROPRIATE TO ADOPT THE LIBRARY ADVISORY BOARD GUIDELINES ATTACHED AS EXHIBIT A.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF SEPTEMBER 2025.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

EXHIBIT A
LIBRARY ADVISORY BOARD
GUIDELINES *(approved by Resolution)*

NAME

Library Advisory Board shall mean the members of the Library Advisory Board of the City of Bay City, Texas which was created by Ordinance No. 1761 and adopted October 14, 2025.

PURPOSE

The purpose of the Library Advisory Board as set forth in said Ordinance shall be to:

advise the City Council and staff on library services, policies, planning, and community engagement to advance equitable access and excellence in public library service

SCOPE AND AUTHORITY

The Library Advisory Board scope is limited to advisory functions, all final decision-making authority rests with the City.

It serves in an advisory capacity to the City Council and the City of Bay City Library Department, which oversees library-related functions. While the board plays a vital role in shaping department strategies and recommending funding guidelines, it holds no independent authority to set policy, approve budgets, or enter into contracts on behalf of the City.

MEMBERSHIP

The Library Advisory Board shall consist of five (5) to seven (7) members appointed by City Council which will serve in numbered places and who demonstrate a clear commitment to the role of public libraries as inclusive, intellectual, and cultural spaces

The voting members shall be composed of:

Members must be residents of Matagorda County, with preference given to residents of Bay City.

Shall possess sufficient knowledge and interest in libraries that are useful to Library leadership.

Positions of the Board

Positions 1 and 2 shall be designated for representatives from the Friends of the Bay City Library and Friends of the Sargent Library.

Positions 3, 4, and 5 shall be filled by members of the Bay City Library Association.

Positions 6 and 7 may be appointed from the general public as at-large members who support public libraries, the freedom to read, and equitable access to information for all.

In addition to the appointed voting members, the Board shall include ex-officio, non-voting members to provide regional representation and strengthen collaboration across entities involved in library services. Ex-officio members shall include:

- Bay City ISD representative
- Wharton County Junior College Library representative
- Matagorda County Museum representative
- YMCA representative
- City staff designated by the City Manager or department director

The Library Advisory Board may add or remove ex officio positions, except for City staff, by majority vote of its members without requiring City Council approval, provided that all ex officio positions remain advisory in nature, non-voting, and do not count toward quorum. Ex officio members may participate in discussion and committee work to support the Board's mission and priorities.

TERMS

Nominations for new (or replacement) Library Advisory Board members shall be submitted to the Mayor, and upon the approval of the City Council, they will be appointed to the Library Advisory Board for three (3) year terms. Except initial appointments, which are for staggering terms of 3, 2 and 1 year (s).

Removal of Library Advisory Board members:

Any board member is subject to removal at the discretion of the Mayor and City Council if the best interest of the Board would be served.

Removal due to attendance is defined in Attendance

Any member wishing to resign shall submit a written resignation to the Chairperson and the staff liaison.

A vacancy in the office of Chairperson or Vice-Chairperson because of death, resignation, removal, or otherwise may be filled by appointment of the Board for the remaining portion of the term. The Vice-Chairperson shall automatically fill the office of Chairperson.

A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance to the City Ordinance

ATTENDANCE

All voting members are expected to attend scheduled meetings. Members shall notify the Library Advisory Board City Staff Liaison (or their designee) in advance if they are unable to attend. Such notification shall classify the absence as an excused absence. If the City Staff Liaison is not contacted prior to the meeting, the absence shall be recorded as an unexcused absence.

A member shall be automatically resigned from the Library Advisory Board on the date of the absence which results in either:

- 30% or more unexcused absences, or
- 50% or more combined excused and unexcused absences within the Library Advisory Board's calendar year.

This resignation shall occur without referral to the Mayor or City Council.

ORGANIZATION

Library Advisory Board shall be under the supervision of the Mayor, City Council and City Manager of Bay City, Texas.

Library Advisory Board shall elect a Chairman, Vice-Chairman and Secretary who shall serve a period of one (1) year. Officers may be re-elected to office.

Library Advisory Board shall form sub-committees or task forces as it deems appropriate from time to time to carry out the established policies and purposes of this organization chaired by the designated city employee or Board member.

The Board shall establish the term of subcommittee membership and may provide for the frequency of meetings, requirements for attendance and frequency and type of reports of the subcommittee's activities. Except as otherwise provided in a resolution, the City Staff Liaison and Board Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-Officio Member or County resident who has expressed a particular interest in serving on said subcommittee. Any member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Board if the best interest of the subcommittee would be served.

No board, committee, or task force member has the authority to expend funds or incur an obligation on behalf of the City or Board. Members' expenses may be reimbursed if authorized and approved by the Board and City Staff Liaison.

MEETINGS

The Library Advisory Board will hold regular meetings bi-monthly, with a minimum of one meeting per quarter. The date and time of the regular meeting may be changed by a majority vote of the members without City Council approval.

Special meetings may be called at the request of the Library Director or designee, or scheduled by a majority of the Board at a meeting for the transaction of business. Posting and notification of meeting requirements shall apply to all regular and special meetings.

Regular meetings of the Library Advisory Board may be canceled or rescheduled by the Chair in consultation with the staff liaison, based on anticipated lack of quorum, holidays, emergencies, or other justifiable reasons. Any changes must follow applicable state laws, including compliance with the Texas Open Meetings Act (TOMA) regarding public notice and timing.

All meetings of the Library Advisory Board shall be held in conformance with the TOMA,. In complying with this statute, written minutes of each meeting of the Board shall be maintained which record all actions taken by the Board and the reason for taking such action.

A majority of appointed members constitute a quorum necessary to conduct business.

Each voting member shall have one (1) vote. Each voting member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Policy, or applicable laws, rules or policies. In such instances the voting member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The voting member may remain at the dais or leave the dais, at the voting member's option, while the matter is being considered and voted on by the other voting members. Unless otherwise provided by law or these guidelines, if a quorum is present, an agenda item must be approved by a majority of the voting members present at the meeting.

The general procedure of meetings of this Library Advisory Board shall be in harmony with the principles set forth by Robert's Rules of Order, Newly Revised, insofar as they do not conflict with any provisions of these guidelines.

ROLES & RESPONSIBILITIES

Each member shall represent and advocate for what is best for the City of Bay City Library Department and City as a whole, putting aside personal or special interests.

To review and recommend library policies that uphold equitable access, intellectual freedom, and the Library's mission.

To serve as the official review body for challenges to library materials, following the adopted Reconsideration of Materials Policy, with appeals directed to City Council.

To participate in the development and evaluation of the Library's strategic and long-range plans, ensuring alignment with City goals and community needs.

To review and provide advisory input on annual budget priorities, capital needs, and funding strategies that support high-quality collections, technology, and services.

To advocate for the Library in the community by promoting literacy, learning, and cultural enrichment and encouraging public engagement and feedback.

To collaborate with sister 501(c)(3) organizations — Friends of the Bay City Library, Friends of the Sargent Library, and the Bay City Library Association — to enhance resources, visibility, and impact.

To strengthen partnerships with educational institutions and civic organizations to expand access, outreach, and lifelong learning opportunities.

To provide input on programs, services, facilities, and technology that advance accessibility, patron experience, and innovation.

To uphold professional board conduct by attending meetings, participating actively, following guidelines, and engaging in required training.

To stay informed about emerging library trends, community needs, legislation, and challenges impacting public libraries in order to provide informed guidance and responsible advocacy.

Additionally, members provide feedback on programs, events, facilities, and promotional materials, serve as ambassadors for Bay City Public Library both locally and beyond, and are expected to maintain professionalism and follow the City's ethics policy.

To uphold the integrity and reputation of the board by refraining from negative or disparaging public comments and addressing concerns through appropriate internal channels.

Such other matters as the City shall find it advisable or essential to receive consideration by the board.

Library Advisory Board members shall comply with Chapter 171 of the Texas Local Government Code regarding conflicts of interest. If applicable, members must file a Conflict-of-Interest Questionnaire or Statement of Financial Interest as required by law or City policy. In situations where a member has a substantial interest in a matter under consideration, they must abstain from both discussion and voting, in accordance with state law and City guidelines.

ORIENTATION

All Board members are required to participate in an orientation provided by the City, which includes an overview of TOMA, Robert's Rules of Order, City ethics policies, and departmental goals and planning documents.

MISCELLANEOUS

These Guidelines may be amended at a regular Library Advisory Board meeting by a vote of approval of a majority of the voting members, providing that all members were aware that a vote would be taken at least one week prior to the meeting. Any recommended updates or revisions resulting from this review must be submitted to and approved by the City Council before taking effect.

These Guidelines shall be reviewed at least once every three (3) years by the Library Advisory Board in collaboration with the staff liaison.

Calendar year shall be January 1 – December 31.

Voting and Ex-Officio members shall serve without compensation. The Board and its voting members have no authority to expend funds or to incur or make an obligation on behalf of the City

unless authorized and approved by City Council. Voting and Ex-Officio members may be reimbursed for expenses authorized and approved by the Board and City Council.

Members are expected to conduct themselves with integrity and impartiality, upholding the City's values in all board-related activities. Disrespectful or disruptive behavior may be grounds for removal.

Voting and Ex-Officio and subcommittee members shall comply with applicable City Ordinances, Rules and Policies, including but not limited to the City's Ethics Policy.

A record of the names and addresses of all members entitled to vote will be maintained. These records, along with all Library Advisory Board meeting minutes, shall be maintained within the principle offices of the City Secretaries office as required by City policies. In accordance with the open meetings and open records act, these records may be reviewed for any proper purpose at any reasonable time during regular business hours of City Hall.



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/1/2025
Prepared By:	Samantha Denbow	Presented By <i>(if different)</i>	
Department:	Tourism	Type of Agenda Item:	Regular

ITEM TITLE: Resolution- Adopting Guidelines for the Tourism Advisory Board

AGENDA LANGUAGE:

Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Tourism Advisory Board.

EXECUTIVE SUMMARY/BACKGROUND

The Tourism Advisory Board provides recommendations that support Bay City’s tourism development and visitor experience. To clarify the board’s authority and expectations, staff created Tourism Advisory Board Guidelines that formalize its advisory role, member responsibilities, attendance requirements, officers and meeting procedures. The guidelines also introduce new membership categories to ensure representation across key tourism sectors, strengthening balanced input and industry relevance.

Current members will continue their existing terms, with reappointments and new members serving with staggered terms to support continuity.

Strategic Goal 6.7- Operational Excellence

STRATEGIC PLAN GOALS ADDRESSED:

	☐		☒		☐		☐		☒		☒
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

NA

RECOMMENDATION: Staff recommend approval of the Tourism Board Guidelines effective January 1, 2025.

ATTACHMENTS: Resolution and Guidelines

RESOLUTION NO. R-2025-044

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING GUIDELINS FOR
THE TOURISM ADVISORY BOARD**

WHEREAS, the City Council of Bay City recognizes that the administration of City Boards and Commissions requires guidelines; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAY CITY, TEXAS, THAT IT IS APPROPRIATE TO ADOPT THE TOURISM ADVISORY BOARD GUIDELINES ATTACHED AS EXHIBIT A.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF SEPTEMBER 2025.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

EXHIBIT A
TOURISM ADVISORY BOARD
GUIDELINES *(approved by Resolution)*

NAME

Tourism Advisory Board shall mean the members of the Tourism Advisory Board of the City of Bay City, Texas which was renamed by Ordinance No. 1762 and adopted October 14, 2025.

PURPOSE

The purpose of the Tourism Advisory Board as set forth in said Ordinance shall be to:

focus on providing informed recommendations, subject matter expertise, and community input to assist the City of Bay City in promoting tourism, cultural activities, and economic growth, including but not limited to HOT Tax Sponsorship Grants

SCOPE AND AUTHORITY

The Tourism Board scope is limited to advisory functions, all final decision-making authority rests with the City.

It serves in an advisory capacity to the City Council and the City of Bay City Tourism Department, which oversees Tourism-related functions. While the board plays a vital role in shaping department strategies and recommending funding guidelines, it holds no independent authority to set policy, approve budgets, or enter into contracts on behalf of the City.

MEMBERSHIP

The Tourism Advisory Board shall consist of five (5) to seven (7) voting members which will serve in numbered places representing a diverse range of tourism-related sectors,

The voting members shall be composed of:

Members must be residents of Matagorda County, with preference given to residents of Bay City.

Shall possess sufficient knowledge and interest in Tourism that are useful to Tourism leadership.

Positions of the Board

Positions 1 through 6 on the Tourism Advisory Board are designated to represent specific tourism-related sectors: lodging & travel industry, retail, food & beverage, cultural arts, attractions, eco-tourism/sports and recreation. These members are appointed to provide insight and input from their respective industries.

Position 7 may be filled by a resident with a strong interest in tourism, cultural promotion, or economic development, even if not directly affiliated with a specific tourism sector **or** an additional representative from one of the six established sectors if added perspective is needed

In addition to the appointed voting members, the Board shall include ex-officio, non-voting members to provide regional representation and strengthen collaboration across entities involved in Tourism. Ex-officio members shall include:

- Bay City Chamber of Commerce (Board or staff member)
- Palacios, Sargent, and Matagorda Chambers of Commerce (Rotating annual seat)
- Matagorda County Judge or designee (limited to a Commissioner or County staff member)
- Community/Economic Development representative
- Bay City Main Street Program representative
- City staff designated by the City Manager or department director

The Tourism Advisory Board may add or remove ex officio positions, except for City staff, by majority vote of its members without requiring City Council approval, provided that all ex officio positions remain advisory in nature, non-voting, and do not count toward quorum. Ex officio members may participate in discussion and committee work to support the Board's mission and priorities.

TERMS

Nominations for new (or replacement) Tourism Advisory Board members shall be submitted to the Mayor, and upon the approval of the City Council, they will be appointed to the Tourism Advisory Board for three (3) year terms. Except initial appointments, which are for staggering terms of 3, 2 and 1 year (s).

Removal of Tourism Advisory Board members:

Any board member is subject to removal at the discretion of the Mayor and City Council if the best interest of the Board would be served.

Removal due to attendance is defined in Attendance

Any member wishing to resign shall submit a written resignation to the Chairperson and the staff liaison.

A vacancy in the office of Chairperson or Vice-Chairperson because of death, resignation, removal, or otherwise may be filled by appointment of the Board for the remaining portion of the term. The Vice-Chairperson shall automatically fill the office of Chairperson.

A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance to the City Ordinance

ATTENDANCE

All voting members are expected to attend scheduled meetings. Members shall notify the Tourism Advisory Board City Staff Liaison (or their designee) in advance if they are unable to attend. Such

notification shall classify the absence as an excused absence. If the City Staff Liaison is not contacted prior to the meeting, the absence shall be recorded as an unexcused absence.

A member shall be automatically resigned from the Toursim Advisory Board on the date of the absence which results in either:

- 30% or more unexcused absences, or
- 50% or more combined excused and unexcused absences within the Tourism Advisory Board's calendar year.

This resignation shall occur without referral to the Mayor or City Council.

ORGANIZATION

Tourism Advisory Board shall be under the supervision of the Mayor, City Council and City Manager of Bay City, Texas.

Tourism Advisory Board shall elect a Chairman, Vice-Chairman and Secretary who shall serve a period of one (1) year. Officers may be re-elected to office.

Tourism Advisory Board shall form sub-committees or task forces as it deems appropriate from time to time to carry out the established policies and purposes of this organization chaired by the designated city employee or Board member.

The Board shall establish the term of subcommittee membership and may provide for the frequency of meetings, requirements for attendance and frequency and type of reports of the subcommittee's activities. Except as otherwise provided in a resolution, the City Staff Liaison and Board Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-Officio Member or County resident who has expressed a particular interest in serving on said subcommittee. Any member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Board if the best interest of the subcommittee would be served.

No board, committee, or task force member has the authority to expend funds or incur an obligation on behalf of the City or Board. Members' expenses may be reimbursed if authorized and approved by the Board and City Staff Liaison.

MEETINGS

The Tourism Advisory Board will hold regular meetings bi-monthly, with a minimum of one meeting per quarter. The date and time of the regular meeting may be changed by a majority vote of the members without City Council approval.

Special meetings may be called at the request of the Tourism Manager or scheduled by a majority of the Board at a meeting for the transaction of business. Posting and notification of meeting requirements shall apply to all regular and special meetings.

Regular meetings of the Tourism Advisory Board may be canceled or rescheduled by the Chair in consultation with the staff liaison, based on anticipated lack of quorum, holidays, emergencies, or other justifiable reasons. Any changes must follow applicable state laws, including compliance with the Texas Open Meetings Act (TOMA) regarding public notice and timing.

All meetings of the Tourism Advisory Board shall be held in conformance with the TOMA. In complying with this statute, written minutes of each meeting of the Board shall be maintained which record all actions taken by the Board and the reason for taking such action.

A majority of appointed members constitute a quorum necessary to conduct business.

Each voting member shall have one (1) vote. Each voting member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Policy, or applicable laws, rules or policies. In such instances the voting member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The voting member may remain at the dais or leave the dais, at the voting member's option, while the matter is being considered and voted on by the other voting members. Unless otherwise provided by law or these guidelines, if a quorum is present, an agenda item must be approved by a majority of the voting members present at the meeting.

The general procedure of meetings of this Tourism Advisory Board shall be in harmony with the principles set forth by Robert's Rules of Order, Newly Revised, insofar as they do not conflict with any provisions of these guidelines.

ROLES & RESPONSIBILITIES

Each member shall represent and advocate for what is best for the City of Bay City Tourism Department and City as a whole, putting aside personal or special interests.

To review and advise on tourism marketing strategies, event support, visitor services, and tourism-related projects referred to by the City Council or City staff

To recommend guidelines for HOT Tax Sponsorship Grants and assist in the evaluation of applications.

To support and promote the City's tourism brand, including special designations such as the "Birding Capital of Texas,"

To encourage public awareness of tourism opportunities and serve as ambassadors for Visit Bay City to locals and visitors

To remain informed on current state law governing the use of Hotel Occupancy Tax and ensure that all tourism-related recommendations and funding decisions support only allowable expenditures that promote tourism and attract overnight visitation.

To actively represent their designated sector by gathering insights from peers, sharing relevant industry trends, voicing sector needs during board discussions, and serving as a liaison between their sector and the board, while also participating fully in board activities, meetings, and events as engaged and informed members.

To foster partnerships with local businesses, attractions, and organizations

Additionally, members provide feedback on programs, events, facilities, and promotional materials, serve as ambassadors for Bay City Tourism both locally and beyond, and are expected to maintain professionalism and follow the City's ethics policy.

To uphold the integrity and reputation of the board by refraining from negative or disparaging public comments and addressing concerns through appropriate internal channels.

Such other matters as the City shall find it advisable or essential to receive consideration by the board.

Tourism Advisory Board members shall comply with Chapter 171 of the Texas Local Government Code regarding conflicts of interest. If applicable, members must file a Conflict-of-Interest Questionnaire or Statement of Financial Interest as required by law or City policy. In situations where a member has a substantial interest in a matter under consideration, they must abstain from both discussion and voting, in accordance with state law and City guidelines.

ORIENTATION

All Board members are required to participate in an orientation provided by the City, which includes an overview of TOMA, Robert's Rules of Order, City ethics policies, and departmental goals and planning documents.

MISCELLANEOUS

These Guidelines may be amended at a regular Tourism Advisory Board meeting by a vote of approval of a majority of the voting members, providing that all members were aware that a vote would be taken at least one week prior to the meeting. Any recommended updates or revisions resulting from this review must be submitted to and approved by the City Council before taking effect.

These Guidelines shall be reviewed at least once every three (3) years by the Tourism Advisory Board in collaboration with the staff liaison.

Calendar year shall be January 1 – December 31.

Voting and Ex-Officio members shall serve without compensation. The Board and its voting members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by City Council. Voting and Ex-Officio members may be reimbursed for expenses authorized and approved by the Board and City Council.

Members are expected to conduct themselves with integrity and impartiality, upholding the City's values in all board-related activities. Disrespectful or disruptive behavior may be grounds for removal.

Voting and Ex-Officio and subcommittee members shall comply with applicable City Ordinances, Rules and Policies, including but not limited to the City's Ethics Policy.

A record of the names and addresses of all members entitled to vote will be maintained. These records, along with all Tourism Advisory Board meeting minutes, shall be maintained within the principle offices of the City Secretaries office as required by City policies. In accordance with the open meetings and open records act, these records may be reviewed for any proper purpose at any reasonable time during regular business hours of City Hall.



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	11/10/2025
Prepared By:	Kelly Penewitt	Presented By <i>(if different)</i>	
Department:	Parks and Recreation	Type of Agenda Item:	Regular

ITEM TITLE: Resolution - Adopting Guidelines for the Parks and Recreation Advisory Board

AGENDA LANGUAGE:

Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Parks and Recreation Advisory Board.

EXECUTIVE SUMMARY/BACKGROUND

The proposed Resolution adopts formal guidelines for the Parks and Recreation Advisory Board, defining membership, duties, and operational procedures. The guidelines provide structure for the Board to advise City Council and staff on parks, recreation programs, and community initiatives, including committees like **Keep Bay City Beautiful**. Adoption ensures consistent Board operations, promotes transparency, and strengthens public engagement in Bay City's parks and recreation efforts.

Strategic Goal 6.7 – Operational Excellence

STRATEGIC PLAN GOALS ADDRESSED:

	☒		☐		☐		☐		☒		☒
Safety & Community Appearance	☒	Community & Civic Engagement	☐	Infrastructure	☐	Planning & Development	☐	Culture & recreation	☒	Operational Excellence	☒

FINANCIAL NOTES

N/A

RECOMMENDATION: Staff recommends approval of the Resolution to adopt the Parks and Recreation Advisory Board Guidelines.

ATTACHMENTS: Resolution & Guidelines

RESOLUTION NO. R-2025-039

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING GUIDELINS FOR
THE PARKS AND RECREATION ADVISORY BOARD**

WHEREAS, the City Council of Bay City recognizes that the administration of City Boards and Commissions requires guidelines; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAY CITY, TEXAS, THAT IT IS APPROPRIATE TO ADOPT THE PARKS AND RECREATION ADVISORY BOARD GUIDELINES ATTACHED AS EXHIBIT A.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF SEPTEMBER 2025.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

EXHIBIT A
PARKS AND RECREATION ADVISORY BOARD
GUIDELINES *(approved by Resolution)*

NAME

Parks and Recreation Advisory Board shall mean the members of the Parks and Recreation (PAR) Advisory Board of the City of Bay City, Texas which was created by Ordinance No. 1764 and adopted October 14, 2025.

PURPOSE

The purpose of the Parks and Recreation Advisory Board as set forth in said Ordinance shall be to:

In Partnership with our citizens, the Bay City Parks and Recreation (PAR) Advisory Board provides guidance and advocates for parks and recreation programs, facilities and services which respond to changing needs within our community, as well as making recommendations on the City's Parks, Recreation and Open Space Master Plan (PROS), capital, long-term goals and objectives for parks and recreation activities and advise the City on other matters relating to parks and recreation as requested by the City Council or referred to the board by the City.

SCOPE AND AUTHORITY

The PAR Board scope is limited to advisory functions, all final decision-making authority rests with the City.

It serves in an advisory capacity to the City Council and the City of Bay City Parks and Recreation Department, which oversees parks and recreation-related functions. While the board plays a vital role in shaping department strategies and recommending funding guidelines, it holds no independent authority to set policy, approve budgets, or enter into contracts on behalf of the City.

MEMBERSHIP

The Parks and Recreation Advisory Board shall consist of seven (7) - nine (9) voting members representing the various community sectors (i.e.: parks, recreation, youth sports, education, business, and philanthropy). Each Youth Sports Association can have only one member to represent them on the Board.

The voting members shall be composed of:

Members must be residents of Matagorda County, with preference given to residents of Bay City.

Shall possess sufficient knowledge and interest in parks and recreation that are useful to parks and recreation leadership.

Positions of the Board

Positions 1 through 5 on the PAR Advisory Board are designated to represent General Public who have an interest in parks and recreation and support the Parks and Recreation Department's mission. Positions 6 – 9 may be filled by a representative from any of the Youth Sports Associations.

In addition to the appointed voting members, the Board shall include ex-officio, non-voting members to provide regional representation and strengthen collaboration across entities involved in Parks and Recreation.

City staff designated by the City Manager or department director.

The PAR Advisory Board may add or remove ex-officio positions (except city staff) by majority vote of its members without requiring City Council approval, provided that all ex-officio positions remain advisory in nature, non-voting and do not count towards a quorum. Ex-officio members may participate in discussion and committee work to support the Board's mission and priorities.

TERMS

Nominations for new (or replacement) Parks and Recreation Advisory Board members shall be submitted to the Mayor, and upon the approval of the City Council, they will be appointed to the Parks and Recreation Advisory Board for three (3) year terms. Except initial appointments, which are for staggering terms of 3, 2 and 1 year (s).

Removal of Parks and Recreation Advisory Board members:

Any board member is subject to removal at the discretion of the Mayor and City Council if the best interest of the Board would be served.

Removal due to attendance is defined in Attendance.

Any member wishing to resign shall submit a written resignation to the Chairperson and the PAR Manager.

A vacancy in the office of Chairperson or Vice-Chairperson because of death, resignation, removal, or otherwise may be filled by appointment of the Board for the remaining portion of the term. The Vice-Chairperson shall automatically fill the office of Chairperson.

A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance with the City Ordinance

ATTENDANCE

All voting members are expected to attend scheduled meetings. Members are further required to notify PAR Advisory Board City Staff Liaison (or his/her designee) if unable to attend. Such notification shall classify the absence as an excused absence. If the City Staff Liaison is not contacted prior to the meeting, the absence shall be recorded as an unexcused absence.

A member shall be automatically resigned from the PAR Advisory Board on the date of the absence which results in either:

- Thirty percent (30%) unexcused absences, or
- Fifty percent (50%) combined excused and unexcused absences within the PAR Advisory Board's calendar year.

This resignation shall occur without referral to the Mayor or City Council.

ORGANIZATION

Parks and Recreation Advisory Board shall be under the supervision of the Mayor, City Council and City Manager of Bay City, Texas.

Parks and Recreation Advisory Board shall elect a Chairperson, Vice-Chairman and Secretary who shall serve a period of one (1) year. Officers may be re-elected to office.

Parks and Recreation Advisory Board shall form sub-committees to form or a task force as it deems appropriate from time to time to carry out the established policies and purposes of this organization chaired by the staff liaison or Board member.

Keep Bay City Beautiful is a standing committee under the Parks and Recreation Advisory Board.

The Board shall establish the terms of subcommittee membership and may provide for the frequency of meetings, requirements for attendance and frequency and type of reports on the subcommittee's activities. Except as otherwise provided in a resolution, the City Staff Liaison and Board Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-Officio Member or City resident who has expressed a particular interest in serving on said subcommittee. Any member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Board if the best interest of the subcommittee would be served.

No board, committee or task force member has the authority to expend funds or incur an obligation on behalf of the City or Board. Members' expenses may be reimbursed if authorized and approved by the Board and Staff Liaison.

MEETINGS

The PAR Advisory Board will hold regular meetings bi-monthly, with a minimum of one meeting per quarter.

Special meetings may be called at the request of the Parks and Recreation Manager or scheduled by a majority of the Board at a meeting for the transaction of business. Posting and notification of meeting requirements shall apply to special meetings.

Regular meetings of the PAR Advisory Board may be canceled or rescheduled by the Chair in consultation with the staff liaison, based on anticipated lack of quorum, holidays, emergencies, or other justifiable reasons. Any changes must follow applicable state laws, including compliance with the TOMA regarding public notice and timing.

All meetings of the Parks and Recreation Advisory Board shall be held in conformance with the Texas Open Meetings Act, Texas Civil Statutes, Article 6252-17. In complying with this statute, written minutes of each meeting of the Board shall be maintained which record all actions taken by the Board and the reason for taking such action. (Refer also to Article VI, Section 7).

A majority of appointed members constitute a quorum necessary to conduct business.

Each voting member shall have one (1) vote. Each voting member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Policy, or applicable laws, rules or policies. In such instances the voting member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The voting member may remain at the dais or leave the dais, at the voting member's option, while the matter is being considered and voted on by the other voting members. Unless otherwise provided by law or these guidelines, if a quorum is present, an agenda item must be approved by a majority of the voting members present at the meeting.

The general procedure of meetings of this Parks and Recreation Advisory Board shall be in harmony with the principles set forth by Robert's Rules of Order, Newly Revised, insofar as they do not conflict with any provisions of these guidelines.

ROLES & RESPONSIBILITIES

Each member shall represent and advocate for what is best for the City of Bay City Parks and Recreation Department and City as a whole, putting aside personal or special interests.

To advise the initiation, fundraising, planning, design, manpower and resources and to recommend a system of parks, facilities that will accommodate the public's need for parks and recreation activities in accordance with the PROS Master Plan.

Annually review the proposed parks and recreation capital improvement program.

To monitor and evaluate the effectiveness of the parks and recreation department's programs and events.

To support new parks, programs, and activities as public need may dictate.

To assist with the adjudication of complaints, disputes or other grievances from the public arising out of parks and recreation activities.

To promote a wide range of programs that will contribute to the meaningful use of leisure time.

To review and recommend a comprehensive plan for recreation and programs.

To review goals and objectives for the Department and provide oversight.

Additionally, members provide feedback on programs, events, facilities, and promotional materials, serve as ambassadors for Bay City Parks and Recreation both locally and beyond, and are expected to maintain professionalism and follow the City's ethics policy.

Serve as part of the Keep Bay City Beautiful Committee.

To uphold the integrity and reputation of the board by refraining from negative or disparaging public comments and addressing concerns through appropriate internal channels.

Such other matters as the Manager shall find it advisable or essential to receive consideration by the board.

Citizens may request a change or elimination of a park policy or rule by submitting an appeal in writing to the parks and recreation. The board will review the request and make a recommendation to the PAR Manager for review and implementation.

PAR Advisory Board members shall comply with Chapter 171 of the Texas Local Government Code regarding conflicts of interest. If applicable, members must file a Conflict-of-Interest Questionnaire or Statement of Financial Interest as required by law or City policy. In situations where a member has a substantial interest in a matter under consideration, they must abstain from both discussion and voting, in accordance with state law and City guidelines.

ORIENTATION

All Board members are required to participate in an orientation provided by the City, which includes an overview of TOMA, Robert's Rules of Order, City ethics policies, the PAR Master Plan, PAR Capital Plan and PAR goals.

MISCELLANEOUS

These Guidelines may be amended at a regular Parks and Recreation Advisory Board meeting by a vote of approval of a majority of the voting members, providing that all members were aware that a vote would be taken at least one week prior to the meeting.

These Guidelines shall be reviewed at least once every three (3) years by the Parks and Recreation Advisory Board in collaboration with the staff liaison. Any recommended updates or revisions resulting from this review must be submitted to and approved by the City Council before taking effect.

Calendar year shall be January 1 – December 31.

Voting and Ex-Officio members shall serve without compensation. The Board and its voting members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by City Council. Voting and Ex-Officio members may be reimbursed for expenses authorized and approved by the Board and City Council.

Members are expected to conduct themselves with integrity and impartiality, upholding the City's values in all board-related activities. Disrespectful or disruptive behavior may be grounds for removal.

Voting and Ex-Officio and subcommittee members shall comply with applicable City Ordinances, Rules, and Policies, including but not limited to the City's Ethics Policy.

A record of the names and addresses of all members entitled to vote will be maintained. These records, along with all Parks and Recreation Advisory Board meeting minutes, shall be maintained within the principle offices of the City Secretaries office as required by City policies. In accordance with the open meetings and open records act, these records may be reviewed for any proper purpose at any reasonable time during regular business hours of City Hall.



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/1/2025
Prepared By:	T. Israel	Presented By <i>(if different)</i>	
Department:	Main Street Historic Preservation	Type of Agenda Item:	Regular

ITEM TITLE: Adopting Guidelines for the Main Street Historic Preservation Advisory Board

AGENDA LANGUAGE:

Discuss, consider, and/or approve a Resolution of the City of Bay City, Texas adopting guidelines for the Main Street Historic Preservation Advisory Board.

EXECUTIVE SUMMARY/BACKGROUND

The Main Street Historic Preservation Advisory Board reviewed and discussed updates to the former bylaws governing historic design review and has completed revisions to streamline language and align with current City procedures. As part of this update, the document will now be formally referred to as Guidelines rather than Bylaws, reflecting its function as a resource tool for the review of Certificates of Appropriateness and preservation-related actions within the Downtown Historic District.

These updates do not change ordinance authority but clarify expectations, formatting, and usability for staff, board members, and applicants. The reviewed version has been vetted by the Main Street Historic Preservation Advisory Board and is ready for Council consideration.

Strategic Goal 6.7- Operational Excellence

STRATEGIC PLAN GOALS ADDRESSED:

	☒		☐		☐		☒		☐		☒
Safety & Community Appearance	☒	Community & Civic Engagement	☐	Infrastructure	☐	Planning & Development	☒	Culture & recreation	☐	Operational Excellence	☒

FINANCIAL NOTES
N/A

RECOMMENDATION: Staff recommends approval of the Resolution to adopt the Main Street Historic Preservation Advisory Board Guidelines.

ATTACHMENTS: Proposed Guidelines

RESOLUTION NO. R-2025-042

**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, ADOPTING GUIDELINS FOR
THE MAIN STREET HISTORIC PRESERVATION ADVISORY BOARD**

WHEREAS, the City Council of Bay City recognizes that the administration of City Boards and Commissions requires guidelines; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAY CITY, TEXAS, THAT IT IS APPROPRIATE TO ADOPT THE TOURISM ADVISORY BOARD GUIDELINES ATTACHED AS EXHIBIT A.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF SEPTEMBER 2025.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

EXHIBIT A
MAIN STREET HISTORIC PRESERVATION ADVISORY BOARD
GUIDELINES *(approved by Resolution)*

NAME

Main Street Historic Preservation Advisory Board shall mean the members of the Main Street and Historic Commission of the City of Bay City, Texas which was restructured by Ordinance No. 1763 and adopted October 14, 2025.

PURPOSE

The purpose of the Main Street Historic Preservation Advisory Board as set forth in said Ordinance shall be to:

is to protect, promote, and enhance the historic character and economic vitality of Bay City's historic commercial district. The Board supports the Main Street Four Point Approach—Design, Economic Vitality, Promotion, and Organization—and provides guidance, review, and recommendations regarding preservation-related activities, public improvements, and reinvestment initiatives.

SCOPE AND AUTHORITY

The Main Street Historic Preservation Board scope is limited to advisory functions, all final decision-making authority rests with the City.

It serves in an advisory capacity to the City Council and the City of Bay City Main Street Department, which oversees Main Street and Historic Preservation-related functions. While the board plays a vital role in shaping department strategies and recommending funding guidelines, it holds no independent authority to set policy, approve budgets, or enter into contracts on behalf of the City.

MEMBERSHIP

The Main Street Historic Preservation Advisory Board shall consist of seven (7) to nine (9) voting members which will serve in numbered places representing a diverse range of tourism-related sectors,

The voting members shall be composed of:

Members must be residents of Matagorda County, with preference given to residents of Bay City.

Shall possess sufficient knowledge and interest in Preservation-Based Economic Development, Historic Preservation, and/or interest in downtown revitalization.

Positions of the Board

Positions 1 through 9 on the Main Street Historic Preservation Advisory Board are designated to represent business/building owners in the downtown district, residents of the South Side Historic District, residents of Bay City, or within 15 miles of Bay City.

In addition to the appointed voting members, the Board shall include ex-officio, non-voting members to provide representation and strengthen collaboration across entities involved in Main Street Historic Preservation. Ex-officio members shall include:

- Matagorda County Historical Society or designee (limited to a Commissioner or County Judge)
- Community/Economic Development representative
- City staff designated by the City Manager or department director
- Real Estate or Appraisal Backgrounds
- Architectural/Engineering Backgrounds
- Main Street Manager/HPO

The Main Street Historic Preservation Advisory Board may add or remove ex officio positions, except for City staff, by majority vote of its members without requiring City Council approval, provided that all ex officio positions remain advisory in nature, non-voting, and do not count toward quorum. Ex officio members may participate in discussion and committee work to support the Board's mission and priorities.

TERMS

Nominations for new (or replacement) Main Street Historic Preservation Advisory Board members shall be submitted to the Mayor, and upon the approval of the City Council, they will be appointed to the Main Street Historic Preservation Advisory Board for three (3) year terms. Except initial appointments, which are for staggering terms of 3, 2 and 1 year (s).

Removal of Main Street Historic Preservation Advisory Board members:

Any board member is subject to removal at the discretion of the Mayor and City Council if the best interest of the Board would be served.

Removal due to attendance is defined in Attendance.

Any member wishing to resign shall submit a written resignation to the Chairperson and the staff liaison.

A vacancy in the office of Chairperson or Vice-Chairperson because of death, resignation, removal, or otherwise may be filled by appointment of the Board for the remaining portion of the term. The Vice-Chairperson shall automatically fill the place of Chairperson.

A vacancy that occurs during a term shall be filled as soon as reasonably possible and in the same manner as an appointment in accordance to the City Ordinance

ATTENDANCE

All voting members are expected to attend scheduled meetings. Members shall notify the Main Street Historic Preservation Advisory Board City Staff Liaison (or their designee) in advance if they are unable to attend. Such notification shall classify the absence as an excused absence. If the City Staff Liaison is not contacted prior to the meeting, the absence shall be recorded as an unexcused absence.

A member shall be automatically resigned from the Main Street Historic Preservation Advisory Board if three (3) unexcused absences occur within 12 month period.

This resignation shall occur without referral to the Mayor or City Council.

ORGANIZATION

Main Street Historic Preservation Advisory Board shall be under the supervision of the Mayor, City Council and City Manager of Bay City, Texas.

Main Street Historic Preservation Advisory Board shall elect a Chairman, Vice-Chairman and Secretary who shall serve a period of one (1) year. Officers may be re-elected to office.

Main Street Historic Preservation Advisory Board shall form subcommittees reflecting the Main Street Four Point Approach or task forces as it deems appropriate from time to time to carry out the established policies and purposes of this organization chaired by the designated city employee or Board member.

The Board shall establish the terms of subcommittee membership and may provide for the frequency of meetings, requirements for attendance and frequency and type of reports of the subcommittee's activities. Except as otherwise provided in a resolution, the City Staff Liaison and Board Chairperson, in cooperation with the subcommittee chairperson, shall appoint the members thereof from any Voting or Ex-Officio Member or County resident who has expressed a particular interest in serving on said subcommittee. Any member of a subcommittee, including the subcommittee chairperson, may be removed from the subcommittee by a majority of the Board if the best interest of the subcommittee would be served.

No board, committee, or task force member has the authority to expend funds or incur an obligation on behalf of the City or Board. Members' expenses may be reimbursed if authorized and approved by the Board and City Staff Liaison.

MEETINGS

The Main Street Historic Preservation Advisory Board will hold regular meetings monthly. The date and time of the regular meeting may be changed by a majority vote of the members without City Council approval.

Special meetings may be called at the request of the Main Street Manager Manager or scheduled by a majority of the Board at a meeting for the transaction of business. Posting and notification of meeting requirements shall apply to all regular and special meetings.

Regular meetings of the Main Street Historic Preservation Advisory Board may be canceled or rescheduled by the Chair in consultation with the staff liaison, based on anticipated lack of quorum, holidays, emergencies, or other justifiable reasons. Any changes must follow applicable state laws, including compliance with the Texas Open Meetings Act (TOMA) regarding public notice and timing.

All meetings of the Main Street Historic Preservation Advisory Board shall be held in conformance with the TOMA. In complying with this statute, written minutes of each meeting of the Board shall be maintained which record all actions taken by the Board and the reason for taking such action.

A majority of appointed members constitute a quorum necessary to conduct business.

Each voting member shall have one (1) vote. Each voting member shall vote on all agenda items, except on matters involving a conflict of interest, in violation of the City's Ethics Policy, or applicable laws, rules or policies. In such instances the voting member shall make the required disclosures and shall refrain from participating in both the discussion and vote on the matter. The voting member may remain at the dais or leave the dais, at the voting member's option, while the matter is being considered and voted on by the other voting members. Unless otherwise provided by law or these guidelines, if a quorum is present, an agenda item must be approved by a majority of the voting members present at the meeting.

The general procedure of meetings of this Main Street Historic Preservation Advisory Board shall be in harmony with the principles set forth by Robert's Rules of Order, Newly Revised, insofar as they do not conflict with any provisions of these guidelines.

ROLES & RESPONSIBILITIES

Each member shall represent and advocate for what is best for the City of Bay City Main Street Department and City as a whole, putting aside personal or special interests.

To review and advise on downtown strategic planning, assist with fundraising, community engagement, and preservation-based economic development projects referred to by City staff

To review and recommend rulings on major alterations and projects requiring exterior changes on a Certificate of Appropriateness (COA) in the designated districts as presented by the Main Street Manager.

To support and promote the community and merchant relations by engaging with downtown stakeholders, building/property owners, and civic groups. Listen to community needs and bring recommendations back while also engaging in downtown programming.

To provide support to the Main Street Manager with outreach, research, advocacy, and committee work as requested to help ensure the program's goals align with city priorities and community needs.

To remain informed on downtown issues, trends, opportunities, and maintaining an understanding of best practices in historic preservation, economic development and downtown revitalization to maintain accreditation standards.

To ensure accountability and transparency by attending all scheduled meetings and participating actively during the strategic planning process.

Additionally, members provide feedback on programs, events, facilities, and promotional materials, serve as ambassadors for Main Street Historic Preservation both locally and beyond, and are expected to maintain professionalism and follow the City's ethics policy.

To uphold the integrity and reputation of the board by refraining from negative or disparaging public comments and addressing concerns through appropriate internal channels.

Such other matters as the City shall find it advisable or essential to receive consideration by the board.

Main Street Historic Preservation Advisory Board members shall comply with Chapter 171 of the Texas Local Government Code regarding conflicts of interest. If applicable, members must file a Conflict-of-Interest Questionnaire or Statement of Financial Interest as required by law or City policy. In situations where a member has a substantial interest in a matter under consideration, they must abstain from both discussion and voting, in accordance with state law and City guidelines.

ORIENTATION

All Board members are required to participate in an orientation provided by but not limited to the Texas Historical Commission, the City, which includes an overview of TOMA, Robert's Rules of Order, City ethics policies, and departmental goals and planning documents.

MISCELLANEOUS

These Guidelines may be amended at a regular Main Street Historic Preservation Advisory Board meeting by a vote of approval of a majority of the voting members, providing that all members were aware that a vote would be taken at least one week prior to the meeting. Any recommended updates or revisions resulting from this review must be submitted to and approved by the City Council before taking effect.

These Guidelines shall be reviewed at least once every three (3) years by the Main Street Historic Preservation Advisory Board in collaboration with the staff liaison.

Calendar year shall be January 1 – December 31.

Voting and Ex-Officio members shall serve without compensation. The Board and its voting members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by City Council. Voting and Ex-Officio members may be reimbursed for expenses authorized and approved by the Board and City Council.

Members are expected to conduct themselves with integrity and impartiality, upholding the City's values in all board-related activities. Disrespectful or disruptive behavior may be grounds for removal.

Voting and Ex-Officio and subcommittee members shall comply with applicable City Ordinances, Rules and Policies, including but not limited to the City's Ethics Policy.

A record of the names and addresses of all members entitled to vote will be maintained. These records, along with all Main Street Historic Preservation Advisory Board meeting minutes, shall be maintained within the principle offices of the City Secretaries office as required by City policies. In accordance with the open meetings and open records act, these records may be reviewed for any proper purpose at any reasonable time during regular business hours of City Hall.



**1/9/2026AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/1/2025
Prepared By:	James Mason	Presented By <i>(if different)</i>	
Department:	Airport	Type of Agenda Item:	Regular

ITEM TITLE: Allegiance Mobile Health Lease Agreement

AGENDA LANGUAGE:

Discuss, consider, and/or approve a lease agreement with Allegiance Mobile Health for air ambulance crew quarters and helicopter storage.

EXECUTIVE SUMMARY/BACKGROUND

We have been working to get an air ambulance located at the airport for a while. When Allegiance renewed their contract with the county, I was approached by them to establish a base on our airport. Access to a dedicated air ambulance allows for rapid response for our citizens and cuts down the amount of time before they are seen in a trauma hospital. This will save lives.

STRATEGIC PLAN GOALS ADDRESSED:

	☒		☐		☒		☐		☐		☐
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

Hanger Rent- \$7,248 per/year; Grounds Lease- \$10,473.64 = \$17,721.64 plus utilities

RECOMMENDATION: To approve the lease agreement.

ATTACHMENTS: Copy of lease agreement.

COMMERCIAL AVIATION BUSINESS LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF MATAGORDA

This Commercial Aviation Business Lease Agreement ("Lease") is hereby made and entered into effective as of _____ (the "Effective Date"), by and between the City of Bay City ("Lessor"), a Texas home-rule municipality, and Allegiance Mobile Health, ("Lessee"). For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Lessor owns the Bay City Regional Airport located in Bay City, Matagorda County, Texas with a street address of 3598 FM 2540 N, Bay City, TX 77414 (the "Airport");

WHEREAS, Lessor desires to lease the Premises (as defined in Section 1.1) located at the Airport to Lessee for aviation business purposes, as further described on **Exhibit A** attached hereto and incorporated herein (the "Premises");

WHEREAS, Lessee desires to lease the Premises from Lessor in accordance with the terms and conditions expressed in this Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the Parties as expressed in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1. LEASED AREA.

1.1 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, and subject to the terms, conditions and considerations stated herein, does hereby lease to Lessee and Lessee does hereby accept from Lessor the following premises (the "Premises"), located at the Airport:

- a) Space for One (1) Bell Ranger Helicopter in the Main Hangar.
- b) Airport grounds located East of the Main Hangar, West of T. Stanley Drive and South of the taxi lane Charlie (c). The area of the Airport grounds to be leased is 4,593.7 square feet and is depicted in Exhibit A.

SECTION 2. REGISTERED AIRCRAFT.

2.1 Lessee will use the Premises for the storage of an aircraft identified as:

TYPE OF AIRCRAFT: _____ NUMBER: _____

REGISTERED OWNER: _____ COLOR: _____

TYPE OF AIRCRAFT: _____ NUMBER: _____

This aircraft is hereinafter referred to as Registered Aircraft.

SECTION 3. TERM.

3.1 The primary term of this Lease shall be for a period of 10 years (the "Primary Term") commencing on the later to occur of (i) the Effective Date, or (ii) substantial completion of the Fixtures, unless sooner terminated in accordance with the provisions of this Lease. Lessee will have an option to extend the term of this Lease for one (1) additional 10 year period (the "Extended Term"), and rent for such Extended Term shall be the equivalent to market value at the end of the Primary Term. Lessee may exercise this option by sending Lessor written notice of Lessee's intent to extend the Lease which must be received by Lessor at least ninety (90) days before the end of the Primary Term. If such notice is not received within such time period, the Lease shall automatically be terminated at the end of the Primary Term. The Primary Term together with the Extended Term, if any, is hereinafter referred to as the "Term."

3.2 Lessee has the option to terminate this Lease at any time after six (6) months into the Primary Term without incurring a penalty or fee and without being responsible for Rent after the effective date of such termination. Lessee may exercise this option by providing Lessor with thirty (30) days' advanced written notice.

3.3 Lessee agrees that upon the expiration or termination of the Term, all Improvements then located on the Premises, together with the Premises, shall be peaceably and quietly vacated and surrendered by Lessee, clean and in good order, condition and repair, reasonable wear and tear by elements excepted, free of all liens created or suffered by Lessee. All fixtures and/or permanent Improvements attached to and located on the Premises shall become the property of Lessor.

For the purpose of carrying out the provisions of this paragraph, Lessee hereby gives, grants, bargains, sells and confirms unto Lessor, its successors and assigns forever, an immediately vested future interest in the fee simple title to the improvements, such that said fee simple title shall pass to and become possessory in Lessor, its successors and assigns, immediately, automatically and unconditionally, upon the expiration or earlier termination of the Term; to have and to hold the same, with the appurtenances thereof, unto Lessor, its successors and assigns forever, to its and their own proper use and behoof; and also Lessee, for itself and its successors covenants with Lessor, its successors and assigns, that Lessee has good right to bargain and sell the said future interest in the improvements to Lessor and that the same shall be free from all encumbrances whatsoever. Lessee agrees to execute and deliver to Lessor such further deeds, assignments, or other instruments of conveyance as Lessor may deem necessary or advisable to evidence such transfer of title to the Improvements to Lessor.

Contemporaneously with expiration or earlier termination of the Term, Lessee shall immediately deliver to Lessor the following:

- a. A termination agreement with respect to the Lease and such documents, instruments and conveyances as Lessor may request to enable Lessor's ownership of the Improvements to be reflected of record.
- b. All construction plans, surveys, permits and other documents that Lessee may have relating to and necessary or convenient for the operation of the Premises and the Improvements.
- c. All warranties on the Improvements to the full extent such warranties are assignable.

3.4 Any holding over by Lessee after the expiration or termination of this Lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this Lease, but during the period of such holding over Lessee shall be a tenant at will of Lessor and shall pay to Lessor a sum equal to one hundred and fifty percent (150%) of the calculated daily Rent in effect on the last day prior to termination of the Lease for each day Lessee occupies the Premises after such termination. In addition, Lessor retains all rights allowable by law and equity to remove Lessee from the Premises and recover damages therefrom.

3.5 In the event that the Premises are abandoned or vacated by Lessee, Lessor shall have the right, but not the obligation, to re-let the Premises for the remainder of the Term. If the payments received through such re-letting are less than the Rent provided for herein for such periods, Lessee shall pay the deficiency between the Rent for such periods and the payments received through re-letting; provided that such payments for re-letting are at a fair market rate.

SECTION 4. CONSIDERATION.

4.1 As consideration for the lease of the Premises, Lessee agrees to pay the following in monthly installments (collectively, the "Base Rent"):

- a) Hangar space in the Main Hangar - \$604.00 dollars per month, which is equivalent to \$7,248.00 per year.
- c) 4,593.7 square feet of Airport grounds located East of the Main Hangar, West of T. Stanley Drive and South of the taxi lane Charlie (C) - \$872.80 dollars per month which is equivalent to \$10,473.64 per year.
- b) Utility Power Fee – Consumption will be billed at .11 cents per kilowatt per month. Rates are evaluated annually and if changed, notice shall be given to Lessee and Lessee agrees to pay the altered rate.
- c) Utility Water and Sewer Fee – Consumption will be billed at the current city of bay city rates for non- residential rates. Rates are evaluated annually and if changed, notice shall be given to Lessee and Lessee agrees to pay the altered rate.

- d) Utility Fee - \$400.00 dollars per month, which is equivalent to \$4,800.00 per year. Utility Fee includes access and use of power in the main hangar and garbage collection. This fee may be evaluated annually and if changed, noticed shall be given to Lessee and Lessee agrees to pay the altered rate.

4.2 Base Rent shall be payable in monthly installments on or before the first day of each month during the Term with the first such installment being due on or before the Effective Date. Additional Rent, if any, shall be due and payable at the same time as the next scheduled payment of Base Rent. All Base Rent and Additional Rent (collectively, the "Rent") shall be paid as the same become due, by mail or delivery to the Airport Office, Attn: Airport Manager, 3598 FM 2540 North, Bay City, Texas 77414. In the event Lessee fails to remit Rent when the same is due, and such payments remain unpaid for ten (10) days after the date due, a late payment fee of \$50.00 shall be charged to Lessee. Failure to pay Rent or any late payments as provided for in this Lease for a period of thirty (30) days after the date said payment is due shall be considered a condition of default.

4.3 The Base Rent and other fees may be adjusted upwards to reflect changes in the cost of living and operation, as reflected by fluctuations in the Consumer Price Index (CPI) for all Urban Customers, on October 1st of any year during the Term by the City, which date is the beginning of the City's fiscal year. Said change shall not be arbitrary and is intended to be the "market rate", the CPI April report is used to determine the "market rate" for the fiscal year. Notice of any change to the Base Rent shall be given to Lessee in writing on or before October 1st of each year. If no notice is given, the Base Rent and other fees have not changed. If notice is given, Lessee may object to said changes and terminate the Lease with 90-days' notice. Base Rent and fees for Lessee during the 90-day period shall be at rates previously agreed upon and paid by Lessee.

SECTION 5. DEPOSIT

5.1 Prior to the commencement of the Primary Term, a deposit, equal to one month rent, for the Premises, shall be deposited by Lessee. The deposit shall be returned to the Lessee within 30 days of the termination of the lease provided: (i) Lessee's rent payment is not in arrears; (ii) Lessee has not damaged the Premises; (iii) the Premises are left in a clean condition; (iv) Lessee has provided in writing a 30 day notice to terminate this Lease prior to the end of the lease term; and (v) Lessee is not otherwise in breach of this Lease.

SECTION 6. COVENANTS AND CONDITIONS

6.1 Lessee covenants and agrees that it will use the Premises solely for aviation businesses and aviation business related purposes. Lessee further covenants and agrees to comply with Chapter 18 (Aviation) of the Bay City Code of Ordinances, as amended, which can be found at the following link:

https://library.municode.com/tx/bay_city/codes/code_of_ordinances?nodeId=PTIICOOR_C H18AV,

and all policies and procedures implemented by the Airport. Unless Lessee obtains a written permit from the City Council and the State of Texas approving a commercial use that is different from the permitted uses and purposes described in this paragraph. Lessee shall have exclusive right to occupy the Premises and to use the Premises for the uses and purposes described in this paragraph as long as Lessee is not in default of this Lease or in violation of Chapter 18 (Aviation) of the Bay City Code of Ordinances, as amended. Lessee acknowledges and agrees that they are responsible for obtaining and understanding any amendments to Chapter 18 (Aviation) of the Code of Ordinances.

6.2 Lessee shall maintain the Premises and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice and in a safe, neat, sightly and good physical condition. Lessee shall be required to make any and all capital improvements or repairs to the Premises and Lessee shall remain responsible for all routine maintenance, the roof, floors, walls and all major building systems. Lessee shall repair all damages to the Premises and equipment located thereon caused by its employees, patrons, and its operation thereon. Lessor shall not be required to make any repairs or alterations in or to the Premises throughout the Term.

6.3 Lessee agrees that in the event it shall become necessary to make changes to the Premises due to Lessee's use thereof, Lessee may make such changes and installations at its sole cost and expense, subject to Lessor's prior written approval, and such changes shall be made in accordance with all applicable federal, state, and municipal laws and regulations (collectively, "Applicable Laws"). Lessor represents and warrants that the Premises will be in accordance with all Applicable Laws on the Effective Date.

6.4 If the Lessee fails to undertake its maintenance obligations hereunder within thirty (30) days after receipt of the Lessor's notice, then the Lessor shall have the right to perform such maintenance at the Lessee's expense.

6.5 Lessee shall use the provided garbage dumpsters for the handling and disposal of all trash, garbage, and other refuse caused or created as a result of the operation of its business. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is not permitted.

6.6 Lessee agrees that all construction and/or installation on the Premises shall be in accordance with ADA Accessibility Guidelines for Building and Facilities, as amended. Lessee further agrees that all buildings, and/or structures will be anchored to a concrete foundation to guard against overturning, uplift, and sliding in a wind event. Lessee further agrees that all buildings, and/or structures will be constructed in accordance with Texas regulations for Wind Zone II.

6.7 Lessee will be allowed to place signage on the Premises of a style and design approved by the Airport Manager and that comply with Federal Aviation Administration and Texas Department of Transportation aviation rules. Detached signs and flashing lighted signs are strictly prohibited.

6.8 Lessee covenants and agrees to comply with all Applicable Laws, all rules and regulations of the Police, Fire and Health Departments, all rules and regulations established by Lessor for the operation of the Airport as such laws, rules and regulations currently in existence or may hereafter be amended or adopted. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violations, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

6.9 Lessee shall, at its own risk, cost and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the Premises.

6.10 Lessor reserves the right to contract with any other person or business which might be in direct or indirect competition with Lessee. It is understood that this Lease does not in any way grant exclusive right to Lessee to perform any aeronautical function at the Airport, including, but not limited to, aircraft instruction, maintenance, repair, or emergency medical services.

6.11 Lessee shall comply with all applicable Federal Aviation Administration and Texas Department of Transportation rules and regulations. All activities of Lessee shall be conducted so as not to unreasonably interfere with other Airport traffic, including, but not limited to, runway(s), taxiways, ramps, aprons and fueling points.

6.12 Lessee will be provided either a code or device for the purpose of obtaining access to the Premises. Lessee shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager. Lessee shall provide a copy of the drivers license for any employees, and/or agents for which a code or devise is requested.

6.13 Lessee shall require and enforce all employees, agents, and/or customers to park in the public parking lot of the Airport. Lessee shall not allow any motor vehicle to park in prohibited spaces, on the grass or to block or interfere with other motor vehicles.

6.14 Lessee shall not block the entrance to the main hangar. Lessee shall not park aircraft in such a manner to block access to non-leased areas.

6.15 Lessee shall insure the Premises secured each time the area will not be occupied at any length of time.

SECTION 7. INDEPENDENT CONTRACTOR.

7.1 It is expressly understood and agreed: (a) that Lessee shall operate hereunder as an independent contractor as to all rights and privileges granted herein and not as an agent, representative or employee of Lessor; (b) that Lessee shall have exclusive control of and the exclusive right to control the details of its operations on the Premises and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, or subcontractors; (c) that the doctrine of respondent superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and (d) that

nothing herein shall be construed as creating a relationship of employer-employee, principal-agent, partner or joint venture or enterprise or any such similar relationship between Lessor and Lessee.

SECTION 8. INDEMNIFICATION.

8.1 Lessee agrees to indemnify and hold harmless the Lessor and its agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon negligent acts or omissions arising out of Lessee's occupancy of the Premises or use of the Airport and/or activities conducted in connection with this Lease except to the extent caused by the negligent acts or omissions of Lessor and its agents, employees and representatives. Such indemnification shall include, but is not limited to, acts or omissions on the part of Lessee's contractors, subcontractors, and sub-lessee. Lessee shall also indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Premises arising as a result of Lessee's conduct or activity.

Lessee's indemnity obligations extend to any and all such claims, suits, demands, and/or actions regardless of the type of relief sought thereby, and whether such relief is in the form of damages, judgments, and costs and reasonable attorney's fees and expenses, or any other legal or equitable form of remedy. This Indemnity Provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims be alleged at common law, or statutory or constitutional claims, or otherwise.

Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to defects or conditions which may now exist or which may hereafter arise upon the Premises except to the extent that such defects or conditions are due solely to the negligence of Lessor, its employees or agents or the failure of Lessor to comply with the provisions of this Lease.

It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of Lessee, its agents, servants, employees and customers. Lessee further agrees that Lessee shall at all times exercise reasonable precautions for the safety of, and shall be solely responsible for the safety of Lessee's agents, representatives, employees, members, patrons, visitors, contractors and subcontractors (if any), and/or sub-lessee, and other persons, as well as for the protection of supplies and equipment and the property of Lessee or other persons. Lessee further agrees to comply with all applicable provisions of Federal, State, and municipal safety laws, regulations, and ordinances.

8.2 Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees or invitees which may be stolen, destroyed or in any way damaged, and Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims.

SECTION 9. INSURANCE.

9.1 Lessee shall continuously maintain in effect during the term of this Lease and any extension thereof, at Lessee's sole expense, the following insurance coverage:

- a) Insurance against claims for bodily injury, death, or property damage occurring on, in, or about the leased premises, such insurance to afford protection to the City of not less than \$5,000,000.00. The insurance policy must meet aircraft liability to include \$5,000,000.00 single limit liability.
- b) Aircraft Liability to cover all flight operations of Lessee.
- c) Fire and extended coverage to cover 100% of the full replacement value for all facilities erected by Lessee during this Lease. This coverage shall include for theft, vandalism, malicious mischief, as well as damages caused from weather events, acts of God, etc.

9.2 All policies shall name Lessor as an additional named insured and provide for a minimum of ten (10) days written notice to the Lessor prior to the effective date of any cancellation, material change, or lapse of such policies. Notwithstanding other provisions herein contained, Lessor may cancel this Lease with notice to Lessee should Lessee's insurance lapse for a period of ten (10) days or more. Lessor may elect to reinstate and revive such Lease after such insurance obligation is cured by Lessee. Lessor shall be listed as a Certificate Holder on Lessee's insurance and shall receive notification of any lapse.

9.3 Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the Lessor.

SECTION 10. ENVIRONMENTAL PROVISIONS.

10.1 Lessee agrees to properly position and tie down its aircraft and property on the Premises and to adequately collect all amounts of oil or other fluids which may drip or leak from such aircraft or property.

10.2 Lessee agrees to properly store, collect, and dispose of all chemicals and chemical residues, and petroleum products and residues, including oil and gas samples; to properly store, confine, collect and dispose of all paint, including paint spray in the atmosphere, and paint products; and to comply with all local, state and federal regulations governing the storage, handling or disposal of such chemicals, petroleum products and paints. In the event of any accident or spillage by Lessee of any petroleum product, chemical, toxic compound, Hazardous Materials (as defined below) on or at the Premises, Lessee shall comply with all federal, state, and local laws, rules, and regulations pertaining thereto, including notification of proper authorities, safety of all persons potentially affected, evacuation of the Premises, if necessary, clean-up and disposal. Additionally, Lessee shall be solely responsible for all costs associated with its spillage of any such fluids, compounds, or wastes on or at the Premises, and for the clean-up and disposal of any such fluids and compounds, including

Hazardous Materials, on the Premises. All clean-ups and disposals shall be in accordance with Applicable Laws.

10.3 Lessee agrees to comply with all Environmental Requirements (as defined below) regarding the conduct of Lessee's business on the Premises.

10.4 As used in this Section 8, the following terms have the meanings set forth below:

"Hazardous Materials" shall mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 59601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. 56901 et seq.) ("RCRA") or regulations promulgated under or pursuant to CERCLA; (c) any substance regulated by the Toxic Substance Control Act (15 U.S.C. 525 et seq.); (d) asbestos and asbestos containing material, in any form, whether friable or non-friable; (e) polychlorinated biphenyls; (f) radon gas; (g) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials, shall also include, without limitation, any substance, the presence of which on the Premises: (i) requires reporting, investigation or remediation under Environmental Requirements; (ii) causes or threatens to cause a nuisance on the Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Premises or adjacent property; or (iii) which, if emanated or migrated from the Premises, could constitute trespass; (h) storm water pollution prevention plan (SW3P); and (i) spill prevention, control, and countermeasure (SPCC) plan.

"Environmental Requirements" shall mean all laws ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivision in which the Premises is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water ground water or land or soil).

10.5 Lessee shall not sell any oil, aviation fuel, and any other type of fuel on the Premises. Lessor exercises their right under the Federal Aviation Administration (FAA) Rule, Advisory Circular 150/5190-6 Exclusive Rights At Federally – Obligated Airports, 1.3,2,b,1 Aeronautical Activities Provided by the Airport Sponsor (Proprietary Exclusive Right), to provide aeronautical services.

10.6 Lessee may dispense fuel into their aircraft on the condition that Lessee meets all of the requirements the City of Bay City places on other fuel suppliers, public or private. All fuel

dispensed shall be in accordance with rules applicable to aircraft fueling and fire safety contained in accordance with Manual 407 — "Standard for Aircraft Fuel Servicing, 2017 edition," (as amended) published by the National Fire Protection Association and any and all FAA rules, policies, orders and requirements. A fuel flow fee of .20 cents per gallon will be charged. Rates are evaluated annually and if changed, notice shall be given to Lessee and Lessee agrees to pay the altered rate.

SECTION 11. NO ASSIGNMENT/NO UNREGISTERED AIRCRAFT.

11.1 Lessee shall not sublet or assign all or any part of the Premises. Any sublet or assignment of all or any part of the Premises shall void this Lease. In addition, Lessee shall not allow any aircraft not registered to Lessee or under the control of the Lessee for the Premises to occupy or remain within the Premises. Such occupation in the Premises of an aircraft not registered to Lessee, or controlled by the Lessee for the Premises shall void the Lease. In such case as the Lessee leases an aircraft, a copy of such lease shall be provided to the Airport Manager. The leased aircraft shall not remain in the Premises past the lease terms.

SECTION 12. INSPECTION.

12.1 Lessor shall have the right to enter the Premises for inspection, giving reasonable notice during normal business hours.

SECTION 13. DEFAULT.

13.1 Each of the following shall constitute an event of default by Lessee:

- A. Lessee shall fail to pay Rent as provided for in this Lease and such failure shall continue for a period of thirty (30) days after the date said payment is due.
- B. Lessee neglects or fails to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed or any way observed, other than non-payment of Rent, and if such neglect or failure should continue for a period of thirty (30) days after delivery to Lessee of written notice of such neglect or failure.
- C. Lessee fails to comply with any term of this lease and such failure is described as terminating this Agreement.

13.2 In the event of failure to pay Rent, Lessor will have the option to:

- A. Terminate this Lease, resume possession of the Premises and recover immediately from Lessee the amount, if any, that the Rent exceeds the fair rental value of the Premises for the remainder of the Term, reduced to present worth; or
- B. Resume possession and re-let the property for the remainder of the Term for the account of Lessee and recover any outstanding amounts at the end of the Term or at the time each payment of Rent comes due under this Lease, whichever Lessor may choose.

13.3 If either Party fails to perform or breaches any provision of this Lease, other than the payment of Rent, and after giving 30 days' written notice the failure or breach continues for ten (10) days after said written notice specifying the required performance has been given to the Party failing to perform, either:

A. The Party giving notice may terminate this Lease or

B, The Party may correct any failure or breach, with the costs of the compliance payable on demand to the other Party.

SECTION 14. TERMINATION.

14.1 Lessee agrees and covenants that it will, at the end of the Term or upon the earlier termination of this Lease pursuant to the provisions hereof, peaceably deliver up unto Lessor the Premises and all appurtenances or improvements thereon in a good state of repair, ordinary wear and tear excepted, and vacant, unencumbered and in good and tenantable condition.

SECTION 15. ATTORNEYS FEES AND COSTS

15.1 The prevailing Party in any action arising between Lessor and Lessee under this Lease shall be entitled to its reasonable attorney fees and costs.

SECTION 16. NOTICE.

16.1 Any notice required by this Lease to be sent to Lessor shall be sufficient if hand delivered or sent by email, address for hand delivery: James Mason, Airport Manager, 3598 FM 2540 North, Bay City, Texas, 77414, email address jmason@baycitytx.gov. Any notice required by this Lease to be sent to Lessee shall be sufficient by mail delivery or sent by email, address for mail delivery: _____, _____, Texas, _____, Attn: _____, or to such other address as the Parties may designate to each other in writing from time to time.

SECTION 17. GOVERNING LAW AND VENUE.

17.1 This Lease shall be enforceable and construed under the laws of the State of Texas and venue for any action brought to interpret or enforce this agreement shall lie in the state district courts of Matagorda County, Texas.

SECTION 18. SOVEREIGN IMMUNITY.

18.1 Nothing in this lease is intended to or shall have the effect of waiving any privileges or immunities afforded the Lessor under the laws of the State of Texas including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the Lessor retains all such privileges and immunities afforded under such laws.

SECTION 19. MISCELLANEOUS PROVISIONS

19.1 This Lease and any attachments or Exhibits hereto constitute the entire agreement by the Parties hereto concerning the lease of the Premises. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. Any change or modification hereof shall be in writing signed by both Parties.

19.2 The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

19.3 The Parties hereby acknowledge and agree that they have the power, right, and authority to enter into this Lease.

19.4 If any section, paragraph, sentence, or phrase entered in this Lease is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Lease and, to this end, the provisions of this Lease are declared to be severable.

19.5 The Lessor shall not be required to perform any term, condition, or covenant in the Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, actions of the State or Federal government and any other cause not reasonably within the control of the Lessor.

19.6 Lessee shall pay Lessor the standard commercial rate for fuel, federal state and local taxes, if applicable. If there are any provisions existing for any type of tax exemptions, the burden shall be on the Lessee to provide any and all documents for such exemption.

19.7 Lessee shall at their own expense install water, and sewer infrastructure, to include a water meter, to all buildings and structures as required for operations. Said water meter shall be purchased from the city's utility department. In the event that any modifications, upgrades, or improvements to the Airport water well or its associated infrastructure become necessary due to insufficient water pressure, increased water capacity requirements, or any other operational need arising from the Lessee's use, the Lessee shall be solely responsible for all costs related to such improvements. The Lessee shall coordinate all work with the Lessor and obtain prior written approval before commencing any modifications.

19.8 Lessee shall at their own expense install power infrastructure, to include a power meter, to all buildings and structures as required for operations. Said power meter shall be approved by the Airport Manager, in order to be consistent with other power meters. Lessee shall ensure all lines associated with this and all other services are located underground and that no service lines are suspended in the air. All service line locations must be approved by the Airport Manager prior to installation.

19.9 Lessee shall at their own expense install any required phone services, internet, and/or cable TV services. The Airport Manager shall approve the manner of installation of these services.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the

_____ day of _____ 20____.

CITY OF BAY CITY, TEXAS

BY: _____
Robert K. Nelson, Mayor

BY: _____, Owner

Date: _____

Date: _____

ATTEST:

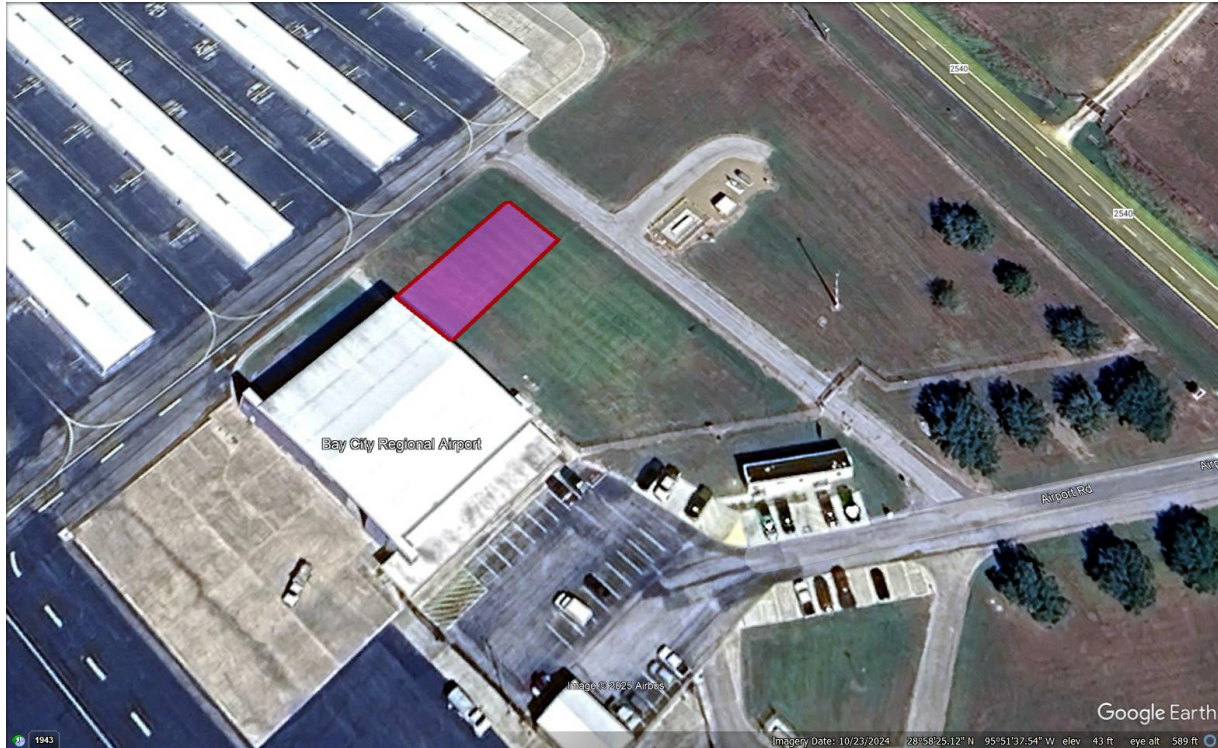
Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
Roberts, Odefey, Witte & Wall, LLP Attorneys At Law

Attachment A

Allegiance Mobile Health Lease Area
64'7"x71'





**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/03/2025
Prepared By:	Scotty Jones	Presented By <i>(if different)</i>	
Department:	Administration	Type of Agenda Item:	Regular

ITEM TITLE: Amended Ordinance – Article II, Section 42 _Fire Marshal

AGENDA LANGUAGE:

Ordinance amending the City Code of Ordinances Chapter 42 “Fire Prevention and Protection”; Article II “Fire Marshal”; providing for a cumulative and conflicts clause, providing for a severability clause; and providing for an effective date.

EXECUTIVE SUMMARY/BACKGROUND

BACKGROUND: The Fire Marshal’s ordinance was amended to provide flexibility in how the City provides Fire Marshal services to our community. (i.e fire plan review, fire inspections, arson investigation, etc). These amendments allow services to be provided in-house, by contract, or through an interlocal agreement.

STRATEGIC PLAN GOALS ADDRESSED:

	☒		☐		☐		☐		☐		☒
Safety & Community Appearance		Community & Civic Engagement		Infrastructure		Planning & Development		Culture & recreation		Operational Excellence	

FINANCIAL NOTES

N/A

RECOMMENDATION: Staff recommends City Council approve the amended ordinance.

ATTACHMENTS: Amended Ordinance (redlined) – Chapter 42

Chapter 42 FIRE PREVENTION AND PROTECTION¹

ARTICLE II. FIRE MARSHAL²

Sec. 42-36. Office created.

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

Sec. 42-37. Appointment.

Pursuant to the Charter section 7.07, the position of ~~fire marshal~~ Fire Marshal shall be filled by appointment by the ~~city manager~~ City Manager, by and with the consent of the City Council. ~~The City reserves the right to contract such employment or services.~~

Charter reference(s)—City fire marshal, § 7.07.

Sec. 42-38. Qualifications.

The ~~fire marshal~~ Fire Marshal shall be properly qualified for the duties of ~~his~~ their office.

Sec. 42-39. Taking of testimony.

- (a) The ~~fire marshal~~ Fire Marshal, when, in ~~his~~ their opinion, further investigation is necessary, shall take or cause to be taken the testimony, under oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing.
- (b) The ~~fire marshal~~ Fire Marshal is hereby authorized and empowered to administer oaths and affirmations to any person appearing as witnesses before ~~him~~ them.

Sec. 42-40. Authority to summon witness and require production of documents.

The ~~fire marshal~~ Fire Marshal shall have the power to summon witnesses before him to testify in relation to any matter which is, by the provisions of this article, a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto.

Sec. 42-41. Investigations may be private; sequestering witnesses.

All investigations held by or under the direction of the Fire Marshal ~~fire marshal~~ may, at his discretion, be private, and persons other than those required to be present may be excluded from the place

¹Charter reference(s)—Fire marshal and volunteer fire department, § 7.07.

State law reference(s)—Fire prevention and protection, V.T.C.A., Local Government Code § 342.011 et seq.; fire safety inspections. V.T.C.A., Government Code § 419.908.

²State law reference(s)—Peace officer commissioned by the state fire marshal, V.T.C.A., Government Code § 417.006; warrants for fire, health and code inspections, Vernon's Ann. C.C.P. art. 18.05.

where such investigation is held, and witnesses may be kept separate and apart from each other until they have been examined.

(Code 1985, § 9-21; Code 2000, § 42-41)

Sec. 42-42. Duty when evidence indicates crime in connection with fire.

If the ~~Fire Marshal~~fire-marshal is of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with any fire, he shall cause such person to be lawfully arrested and charged with such offense, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all information obtained by him, including a copy of all pertinent and material testimony taken in the case.

(Code 1985, § 9-22; Code 2000, § 42-42)

State law reference(s)—Investigation of fires, V.T.C.A., Government Code § 417.007.

Sec. 42-43. Misconduct of witnesses summoned by fire marshal.

Any witness who refuses to be sworn, or who refuses to appear or testify, or who disobeys any lawful order of the ~~Fire Marshal~~fire-marshal, or who fails or refuses to produce any book, paper or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire marshal in the matter of an investigation or inquiry authorized by this Code, after being summoned to give testimony in relation to any matter under investigation as aforesaid, shall be deemed guilty of a misdemeanor; it shall be the duty of the fire marshal to cause all such offenders to be prosecuted.

(Code 1985, § 9-23; Code 2000, § 42-43)

ORDINANCE NO. _____

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

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

Section One. Chapter 42, Article II of the Code of Ordinances is amended in the form of “Exhibit A” attached hereto and incorporated herein for all purposes.

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

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

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

PASSED, APPROVED, AND ADOPTED on this 9th Day of December 2025.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

Approved By:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

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

Robert K. Nelson, Mayor City of Bay City

ATTEST:

Jeanna Thompson, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City



**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF BAY CITY, TEXAS**

Meeting Date:	12/9/2025	Date Submitted:	12/1/2025
Prepared By:	Herb Blomquist	Presented By <i>(if different)</i>	
Department:	Public Works	Type of Agenda Item:	Regular

ITEM TITLE: North Water Treatment Plant

AGENDA LANGUAGE:

Discuss, consider, and/or adopt a resolution by the City Council of the City of Bay City, TX requesting financial assistance from the Texas Water Development Board (TWDB) under eligible programs, including the Drinking Water State Revolving Fund.

EXECUTIVE SUMMARY/BACKGROUND

The Drinking Water State Revolving Fund, authorized by the Safe Drinking Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure. Eligible applicants for the DWSRF include publicly and privately-owned community water systems, including nonprofit water supply corporations and nonprofit, non-community public water systems.

The City of Bay City must submit an application to the Texas Water Development Board (TWDB) to assist with obtaining funding to continue to make critical improvements to the City's water systems. These improvements include upgrades to our existing water plants, water distribution system and new water plants.

The Public Works Department along with Garver Engineering has worked together to analyze the total efficiency of the City's water systems to determine what improvements are necessary. The collection of all the necessary supporting documentation is complete, and we are requesting City Council approval to submit the application to TWDB for funding assistance in an amount not to exceed \$15,000,000 to provide for eligible costs for improvements to, and the equipment for the City's water system. The improvements will include (1) the design, construction, and equipment of two water plants, including water wells, ground storage tanks, hydropneumatic tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, for the North Water Treatment Plant and (2) the design, construction, and equipment of water transmission lines, and (3) the costs of issuance related to the financial assistance.

STRATEGIC PLAN GOALS ADDRESSED:											
											
Safety & Community Appearance	☐	Community & Civic Engagement	☐	Infrastructure	☒	Planning & Development	☒	Culture & recreation	☐	Operational Excellence	☐

FINANCIAL NOTES
This section should include information such as: • <i>Expenditure Required: \$15,000,000</i> • <i>Amount Budgeted: \$15,000,000</i> • <i>Fund / Account: 68/680-4605</i> • <i>Other financial Notes: 5 Year Capital Budget – Infrastructure</i>

RECOMMENDATION: It is staff's recommendation to adopt this resolution so the City can move forward with submission of the application for funding assistance to TWDB.

ATTACHMENTS: Resolution R- _____ Drinking Water System Projects

RESOLUTION NO. R-2025-__

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS
REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER
DEVELOPMENT BOARD UNDER ELIGIBLE PROGRAMS, INCLUDING THE
DRINKING WATER STATE REVOLVING FUND

THE STATE OF TEXAS §
COUNTY OF MATAGORDA §
CITY OF BAY CITY §

WHEREAS, the City Council of the City of Bay City, Texas (the “City”) hereby finds and determines that there is a need for the City to apply for financial assistance from the Texas Water Development Board (the “TWDB”); and

WHEREAS, the City Council of the City desires to authorize the submission of an application for financial assistance to the TWDB under one or more programs for which it would be eligible to receive funding, including particularly the Drinking Water State Revolving Fund;

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

Section 1. An application is hereby approved and authorized to be filed with the TWDB seeking financial assistance in an amount not to exceed \$15,000,000 to provide for eligible costs for improvements to and the equipment of the City’s water system, including (i) the design, construction, and equipment of two water plants, including water wells, ground storage tanks, hydropneumatic tanks, booster pump stations, disinfection equipment, and related infrastructure and equipment, (ii) the design, construction, and equipment of water transmission lines, and (iii) the costs of issuance related to the financial assistance.

Section 2. Scotty Jones, City Manager, and Herbert Blomquist, Director of Public Works are hereby designated the authorized representatives of the City for purposes of furnishing such information, executing such documents, and making such appearances as may be required in connection with the preparation and filing of such application for financial assistance and complying with the rules of the TWDB.

Section 3. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearings held by the TWDB on such application, to-wit:

Financial Advisor

James Gilley
U.S. Capital Advisors LLC
300 W. 6th Street, Suite 1900
Austin, TX 78701
512.813.1110

Bond Counsel

Jonathan K. Frels
Paige H. Abernathy
Bracewell LLP
711 Louisiana Street Suite 2300
Houston, TX 77002
713.221.1599

Engineer

Daniel N. Olson, P.E.
Garver, LLC
12141 Wickchester Lane, Suite 200
Houston, TX 77079
713.395.4277

PASSED AND APPROVED this ____ day of _____, 2025.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]