



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, November 15, 2022 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jim Folse

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

Vision Statement

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

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."*

Mayor Pro Tem Jim Folse

MISSION STATEMENT

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

Mayor Pro Tem Jim Folse

APPROVAL OF AGENDA**PUBLIC COMMENTS**

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

ACKNOWLEDGEMENT FROM CITY MANAGER

1. **Recognition of staff and crews for their work on the AMI Meter Replacement Project**
2. **Recognition of personnel for their planning, organization, and work on the Day of the Dead event.**

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

3. **City Council Regular Meeting minutes of November 1, 2022.**
4. **Accounts Payable, Direct Payable and Utility Refunds for July, August, and September 2022**

DEPARTMENT REPORTS

5. **Police Department employee recognition.** Captain Rodriguez and Lt. Clayton Ryman
6. **Tourism Manager's Quarterly Report.** P. Darve Smith, Tourism Manager

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

7. **Presentation ~ Introduction to HIF's eFuels facility in Matagorda County.** James Outtrim, HIF
8. **Policy ~ Review and discuss employee survey results regarding City Holiday Schedule.** Rhonda Clegg, Director of Human Resources
9. **Policy ~ Discuss, consider, and/or approve the City Parks & Recreation Department Facility Use Policy and Agreement.** Shawn Blackburn, Parks & Recreation Director
10. **Contract ~ Discuss, consider, and/or approve awarding the civil engineering contract for the Jet A Fuel System Improvements Project to Civil PE, LLC.** James Mason, Airport Manager
11. **Resolution ~ A Resolution by the City Council of the City of Bay City, Texas, authorizing publication of notice of intention to issue Certificates of Obligation**

in connection with the receipt of financial assistance from the Texas Water Development Board through the Clean Water State Revolving Fund, and approving other matters incidental thereto. Scotty Jones, Finance Director

- 12.** Resolution ~ A Resolution by the City Council of the City of Bay City, Texas, authorizing publication of notice of intention to issue Certificates of Obligation 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, Finance Director
- 13.** Report ~ Discuss, consider, and/or approve the City's Quarterly Investment Report for the quarter ending September 30, 2022. Scotty Jones, Finance Director
- 14.** Agreement ~ Discuss, consider, and/or approve a Professional Service Agreement between David Pettit Development, LLC and the City of Bay City providing services relating to the creation of a Tax Increment Reinvestment Zone Number Five (TIRZ #5) . Shawna Burkhart, City Manager and Jessica Russell, BCCDC
- 15.** Discussion ~ Downtown parallel parking versus compact car parking. Shawna Burkhart, City Manager
- 16.** Discussion ~ Discuss pursuing Railroad Quiet Zone. Councilman Jim Folse

CLOSED / EXECUTIVE SESSION

- 17.** Executive Session pursuant to Texas Government Code Section 551.072 (Deliberation regarding Real Property).
- 18.** Executive Session pursuant to Section 551.071(2) of the Texas Government code (Consultation with Counsel on legal matters).
- 19.** Executive Session pursuant to Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: Chief of Police

RECONVENE AND ACTION

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

ADJOURNMENT

AGENDA NOTICES:

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The

members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, November 11, 2022 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager's office at (979) 245-2137.

CITY OF BAY CITY

MINUTES • NOVEMBER 01, 2022

COUNCIL
CHAMBERS | 1901
5th Street

City Council Regular Meeting

6:00 PM

1901 5TH STREET
BAY CITY TX,77414



Mayor

Robert K. Nelson

Councilman

Blayne Finlay

Mayor Pro Tem

Jim Folse

Councilman

Bradley Westmoreland

Councilwoman

Becca Sitz

Councilwoman

Floyce Brown

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

CALL TO ORDER AND CERTIFICATION OF QUORUM

The meeting was called to order by Mayor Robert K. Nelson at 6:02 pm. A quorum certified.

PRESENT

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

ABSENT

Councilman Brad Westmoreland

INVOCATION & PLEDGE

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

Councilwoman Floyce Brown

MISSION STATEMENT

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Councilwoman Floyce Brown

APPROVAL OF AGENDA

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

PUBLIC COMMENTS

There were no public comments.

ACKNOWLEDGEMENT FROM CITY MANAGER

There were no acknowledgements.

CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

1. **City Council Regular Meeting minutes of October 25, 2020.**

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

DEPARTMENT REPORTS

2. Public Works Reports.

Barry Calhoun, Public Works Director, gave a report on Public Works projects. Mr. Calhoun stated that there are supply delays on the Elliot Addition project. United Rentals has asked that the lines under the parking lot be filled in instead of removed. Councilwoman Sitz asked about public restrooms at the Public Works facility.

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

3. Bid Reject ~ Discuss, consider, and/or reject the construction bid submitted by AR Turnkee Construction Co., Inc. for the Cottonwood Creek Flood & Drainage Improvements Project, CDBG-DR GLO Grant #20-065-048-C142.

Barry Calhoun, Public Works Director, stated that AR Turnkee requested their bid be withdrawn.

Motion made by Councilwoman Brown to reject the construction bid submitted by AR Turnkee Construction, Seconded by Mayor Pro Tem Folse. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Finlay. Motion carried.

4. Bid Award ~ Discuss, consider, and/or award the construction bid for the Cottonwood Creek Flood and Drainage Improvements Project, CDBG-DR GLO Grant #20-065-048-C142 and authorize the Mayor and/or City Manager to execute a contract approved to form by the City Attorney between the City of Bay City and JTM Construction LLC. Barry Calhoun, Public Works Director

Motion made by Councilwoman Brown to award the construction bid for the Cottonwood Creek Flood and Drainage Improvements Project to JTM Construction, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilwoman Sitz, Councilman Finlay

5. Ordinance – Discuss, consider, and/or approve an Ordinance amending the Municipal Code of Ordinances Chapter 38, Environment, Article II, “Offensive Conditions” including Sec. 38-36 “Prohibited” and further define terminology by adding Article I, Sec. 38.01 - “Definitions.”.

Krystal Mason, Planning Manager, presented the ordinance amending Chapter 38 "Environment". Ms. Mason stated that the goal was to outline and define property lines. Mayor Nelson added that it defines what the property owner is responsible for. Councilwoman Sitz asked to table to give some time for feed back. Councilwoman

Brown stated that it offended her to wait having had complained for months. Ms. Mason agreed to put out notification to the public.

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

6. Agreement ~ Discuss, consider, and/or approve a Professional Service Agreement between David Pettit Development, LLC and the City of Bay City providing services relating to the creation of a Tax Increment Reinvestment Zone Number Five (TIRZ #5) .

Shawna Burkhart, City Manager, stated that Maddox is wanting to add a PID (Public Infrastructure Development) on top of TIRZ. Ms. Burkhart gave the amounts due by each entity to pay the DPED contract. Mayor Nelson stated that he would like the check from Maddox received before moving forward. Ms. Burkhart also advised that the city can not do the PID or the TIRZ until Maddox owns the property and it is annexed. Item was tabled and Ms. Burkhart will have David Pettit advise on PID.

CLOSED / EXECUTIVE SESSION

Council adjourned to go into an executive session at 7:01 pm. Councilman Westmoreland arrived and joined Council in the executive session.

- 7. Personnel ~ Closed meeting to discuss personnel matters in accordance with Title 5, Section 551.074 of the Texas Government Code (To discuss appointment, employment, evaluation, responsibilities and duties, reassignment, discipline or dismissal of an officer or employee, or to hear a complaint or charge against an officer or employee: Chief of Police**
- 8. Legal ~ Executive Session pursuant to Section 551.071 of the Texas Government code (Consultation with Counsel on legal matters).**

RECONVENE AND ACTION

Council reconvened at 7:26 pm and took no action on items #7 and #8.

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

Councilwoman Sitz stated that Halloween was fun. Everyone was reminded the Day of The Dead event is this Saturday.

ADJOURNMENT

Motion made by Councilwoman Brown to adjourn, Seconded by Councilwoman Sitz. Voting Yea: Mayor Nelson, Councilwoman Brown, Mayor Pro Tem Folse, Councilman Westmoreland, Councilwoman Sitz, Councilman Finlay. Motion carried and the meeting adjourned at 7:31 pm.

PASSED AND APPROVED, this 15th day of November 2022.

ROBERT K. NELSON, MAYOR

CITY OF BAY CITY, TEXAS

JEANNA THOMPSON

CITY SECRETARY

AGENDA ITEM REQUEST FOR CITY COUNCIL APPROVAL

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

<https://cityofbaycity.mygovcenter.com>

ACCOUNTS PAYABLE	07/01/22
ACCOUNTS PAYABLE	07/11/22
ACCOUNTS PAYABLE	07/15/22
ACCOUNTS PAYABLE	07/22/22
ACCOUNTS PAYABLE	07/29/22

ACCOUNTS PAYABLE	08/03/22
ACCOUNTS PAYABLE	08/05/22
ACCOUNTS PAYABLE	08/12/22
ACCOUNTS PAYABLE	08/19/22
ACCOUNTS PAYABLE	08/26/22
ACCOUNTS PAYABLE	08/31/22

ACCOUNTS PAYABLE	09/02/22
ACCOUNTS PAYABLE	09/09/22
ACCOUNTS PAYABLE	09/16/22
ACCOUNTS PAYABLE	09/23/22
ACCOUNTS PAYABLE	09/30/22

DIRECT PAYABLES	07/08/22
DIRECT PAYABLES	07/20/22
DIRECT PAYABLES	08/03/22
DIRECT PAYABLES	08/16/22
DIRECT PAYABLES	09/15/22

UTILITY REFUNDS	08/02/22
UTILITY REFUNDS	08/03/22
UTILITY REFUNDS	08/12/22
UTILITY REFUNDS	09/09/22
UTILITY REFUNDS	09/29/22

RESPECTFULLY SUBMITTED

FINANCE DIRECTOR

November 8, 2022

SCOTTY JONES



City of Bay City Holiday Format Survey Results

Employees were asked if they would like to change the current format of the City's holiday schedule, or keep it the same. The proposed change would keep certain holidays designated as City Holidays, while those not designated would be converted to Floating Holidays.

All regular full-time and regular part-time employees were given the opportunity to participate in the survey. Below are the results of those employees that elected to respond:

Keep **100**
Change **18**

Breakdown by Department:

<u>Administration</u>		<u>Police</u>		<u>Airport</u>	
Keep	2	Keep	25	Keep	2
Change	0	Change	12	Change	0
<u>Human Resources</u>		<u>Impound</u>		<u>IT</u>	
Keep	2	Keep	3	Keep	2
Change	0	Change	0	Change	0
<u>Municipal Court</u>		<u>Public Works</u>		<u>Utility Billing</u>	
Keep	4	Keep	33	Keep	4
Change	0	Change	0	Change	0
<u>Finance</u>		<u>Park & Recreation</u>		<u>City Secretary</u>	
Keep	4	Keep	9	Keep	1
Change	0	Change	3	Change	0
<u>Code</u>		<u>Library</u>			
Keep	3	Keep	6		
Change	2	Change	1		



**CITY OF BAY CITY
PARKS & RECREATION DEPARTMENT**

OFFICE HOURS: MONDAY - FRIDAY 8 A.M. - 5 P.M.
RESERVATION HOURS: MONDAY - FRIDAY 8 A.M. - 5P.M.
FACILITIES RESERVATIONIST: (979) 323-1660
MAIN OFFICE (979) 323-1660

1209 10 STREET, BAY CITY, TEXAS 77414

HOME PAGE: WWW.CITYOFBAYCITY.ORG

**FACILITY USE
POLICY AND AGREEMENT**

OCTOBER __ 2022

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Section 1. Purpose

- 1.1 This document sets forth the policies and procedures that govern allocation and use of City of Bay City (“City”) recreational facilities with the goal of fair, equitable and efficient allocation of use among all users.
- 1.2 The City develops and maintains recreational facilities, athletic fields and parks to serve the resident of Bay City. Priority use of all City facilities is reserved for the public unless use is permitted to a Recognized User that developed and maintained the facility and fields. In that situation, public use is permitted and scheduled around the Recognized User’s Permitted Operations. Any reservation of City facilities will be limited and scheduled around normal operating hours.
- 1.3 The Parks and Recreation Department (“PRD”) is authorized to grant approval for usage and to schedule activities in accordance with the City’s established policies and procedures. The PRD will maintain a schedule for use of City facilities and has the authority to make changes to the schedule as necessary. This permitting process shall replace any and all agreements which are expired, terminated or in need of modification.

Section 2. Definitions

- 2.1 “City” means City of Bay City including officials and employees.
- 2.2 “Historical use” means a history established by the ongoing use of a specific facility by a group during a designated time frame or season that has occurred more than one season
- 2.3 “Non-Profit Organization” means a nonprofit organization if they are currently recognized as exempt from federal income tax under section 501 (c) of the Internal Revenue Code (IRC) or meets the requirements of the Nonprofit Organizations Policy and/or is another governmental agency.
- 2.4 “Non-Resident” means any individual who does not reside within the City municipal boundaries.
- 2.5 “Recognized Users” - are groups that have obtained Recognized Status as defined below.
- 2.6 “Non-Recognized Users” are groups or individuals that have not obtained Recognized Status as defined below.
- 2.7 “Recognized Status” means status is established through the submission of all documentation that support a group’s claim as a locally based, Non-Profit Organization within Matagorda County, and upon recognition becomes Users, as defined below.
 - A. “Recognized Closed Non-Profit Organized Youth Sports Associations” (“Closed YSA”) means a sports association that limits participation based on skill level, tryouts or

charges regular monetary dues.

B. “Recognized Open Non-Profit Organized Youth Sports Associations” (“Open YSA”) means a sports association open to all City of Bay City youths that meet the age, grade or weight requirement.

- 2.8 “Sports Associations” means a group organized for the purpose of providing recreational athletic programs and opportunities.
- 2.9 “Users” shall mean any and all groups utilizing facilities regardless of recognized status.
- 2.10 “Director” means the Director of PRD or designee
- 2.11 “Self-certification” requires that the Recognized User’s President attest in notarized affidavit that the organization is in compliance with the provision the self-certification is provided for.
- 2.12 “Permitted Operations” means those Permissible Activities, as defined by Section 3 below, of a Recognized User which are scheduled according to the provisions of Section 6, below.

Section 3. Permissible Activities

- 3.1 Approved activities include organized athletic activities including related practices, games, tournaments or instructional programs for Users.
- 3.2 Additional approved activities include classes, special events and rental by groups and businesses.
- 3.3 The hours of facility use for each facility will be determined by the City and are subject to change at the Director’s discretion.

Section 4. Priority of Use

- 4.1 The City has a limited number of facilities available for use by Users. The City will use the following criteria and a priority schedule and/or permitting as follows:
 - a) City of Bay City programs and events
 - b) Bay City ISD events
 - c) Recognized Open Non-Profit Organized Youth Sports Associations
 - d) Recognized Closed Non-Profit Organized Youth Sports Associations
 - e) Matagorda County based ISD events
 - f) Resident, Non-Profit Adult Organizations
 - g) All other uses

- 4.2 In the event two organizations have established Historical Use, the group with the longer history of use will be given preference.
- 4.3 All other scheduling conflicts will be resolved at the Director’s discretion.

Section 5. Sports Association Recognized Status

- 5.1 The following requirements must be met for a Sports Association to be approved by the City:
 - a) Must be located in Matagorda County.
 - b) All Sports Associations must submit proof of not for profit status pursuant to §501(c) of the Internal Revenue Code or self-certify as a not for profit organization as a Bay City based organization. An organization’s articles of incorporation or other documents shall be submitted with self-certification affidavit;
 - c) Self-certification that fifty-one percent (51%) of each organization’s membership must include Bay City residents. Rosters of names and addresses of participants will be used to verify this percentage, and the organization shall permit inspection of the rosters upon the Director’s request. If a group has less than 51% City residents, athletic facility space will be allocated to those organizations based on Section 4, Priority of Use.
 - d) Provide a copy of the by-laws, policies and regulations;
 - e) Proof of insurance as provided for in Section 9, naming the City as an additional insured;
 - f) List of all board members which contains current contact information (phone number, email address and mailing address);
 - g) List of all coaches and coaching staff which contains current contact information (phone number, email address and mailing address);
 - h) Proof of criminal background check on each coach, coaching assistant or related staff member indicating no adverse record;
 - i) The organization’s written code of conduct for athletes, spectators, and coaches that emphasizes the importance of good character and specifies ethical obligations and sportsmanship expectations;
 - j) Signed statement of athletic facility compliance
- 5.2 Requests for recognized status may be submitted in conjunction with seasonal facility scheduling request.
- 5.3 Failure to maintain the required insurance shall result in the immediate cancellation of scheduled facility use.
- 5.4 The City reserves the right not to issue authorization for reservation approval or revoke authorization for reservations of groups that have demonstrated refusal to comply with these regulations. Subject to appeal process in Section 26.
- 5.5 Recognized Users will be required to resubmit an application annually to confirm

compliance with the terms of this permit and status as an ISD or non-profit organization. Renewal of recognized status may be completed by self-certification that all requirements are still met. Any updated information that is required for recognized status shall be submitted with the affidavit along with current insurance certificate.

Section 6. Seasonal Facility Scheduling

- 6.1 All Recognized Users are required to submit a written request for seasonal use of facilities ninety (90) days prior to the start date of any requested facility use. Request for seasonal facility scheduling may be submitted in conjunction with requests for recognized status.
- 6.2 All requests for seasonal scheduling must include the following information:
- a) Tryout, practice and competition schedules;
 - b) Designated contact person and current information (daytime and evening phone numbers, email address and mailing address);
 - e) Signed statement of groups annual budget and finances-
- 6.3 All Users are required to notify the Director of any changes in the above listed information within 10 business days of change.

Section 7. Facility Use Permit by Non-Recognized Organizations

- 7.1 Groups or individual seeking reserved use of city athletic and pool facilities may do so by submitting a completed facility reservation form. Reservations are subject to the approval of the Director and the following conditions:
- a) Applicant must be a Bay City resident;
 - b) Request does not conflict with previously scheduled events or seasonal scheduling;
 - c) Request is made no more than thirty (30) days in advance and no less than five (5) working days of requested date(s);
 - d) All fees must be paid five (5) working days in advance of requested date(s);
 - e) Signed waiver of liability as set forth in Section 11.
 - f) Signed statement of groups annual budget and finances.
- 7.2 Facilities will be rented “as is”. Other arrangements (lane lines, backstroke flags, chalking, lining, dragging field, nets, flags, bases, etc.) are the responsibility of the applicant and at their expense.
- 7.3 Non-Recognized Users renting swimming pool facilities must install lane lines and backstroke flags prior to their scheduled practice time and meets and must remove lane lines and backstroke flags immediately after practice times and meets unless prior arrangements have been made with the Director.

7.4 Applicant shall leave the facility in the same condition (i.e. if upon arrival, lines were chalked at a baseball field then lines must be re-chalked after use). Failure to comply with this provision may result in loss of future use and/or loss of deposit, if any was required.

Section 8. Special Use of Facilities

8.1 The City reserves the right to host athletic leagues, special events and programs at all public facilities. Sports Associations will be notified in advance of any special events or programs that may conflict with their scheduled use.

8.2 Users must request approval to host clinics, workshops or other programs to be conducted by a group other than the user. A written request must be submitted to the City ninety (90) days prior to the anticipated event date. Application made within ninety (90) days of the anticipated event date may be approved with good cause. Users will be required to name the other group or agency as an additional insured on their insurance policy or provide proof of other insurance provided by the outside organization sufficient to protect the interest of the City.

Section 9. Insurance

9.1 Recognized Users must provide proof of insurance in the minimum amount of \$1,000,000 for accidental death and dismemberment and \$100,000 accident and medical expense coverage with the City named as an additional insured. Failure to maintain the required insurance shall result in the immediate cancellation of scheduled facility use.

Section 10. Facility Usage Fees

10.1 Employee Assistance

All users will be required to pay \$15.00 per hour for usage when City Employees are needed to assist with an activity. An invoice for usage will be sent at the end of the season and the balance due is payable within 30 days of date of invoice.

10.2 Lifeguards

Swim Teams - State law requires that a certified or licensed lifeguard **and** a pool watcher (CPR and First Aid Trained) be on duty with proper rescue equipment during tryouts, swim practices, meets and parties. **These must be in addition to coaches.** The Sports Association may hire their own lifeguards to work during practice and meets. Any guards hired by the Sports Association are NOT considered employees of the City of Bay City and therefore are not entitled to any employee benefits.

ISD Swim Teams - the City will require in lieu of lifeguards that coaches be AED, CPR and First Aid trained as well as have completed the American Red Cross Safety Training

for Swim Team Coaches Course during **swim practices ONLY**. State law requires that a certified or licensed lifeguard **and** a pool watcher (CPR and First Aid Trained) be on duty with proper rescue equipment during tryouts, meets and parties. **These must be in addition to coaches**. The ISD may hire their own lifeguards to work during tryouts, parties and meets. Any guards hired by the ISD are NOT considered employees of the City of Bay City and therefore are not entitled to any employee benefits. City lifeguards can be requested through the PRD at (979) 323 - 1660. The cost is \$35 per hour for two guards and one manager. Cost are subject to change based on the City's annual review.

10.3 Utilities

When a facility is used exclusively by a single User, electric utilities shall be placed in the name of that User. Costs may be shared if additional organizations are using the same facility. Other utilities where the City is exempted from fees shall be provided at no cost to the User, otherwise, that utility shall be placed in the name of that User.

Section 11. Waiver of Liability

- 11.1 All Users must sign a waiver of liability agreeing to indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of this agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees.
- 11.2 An original signed copy must be on file for review by the City prior to the start of any scheduled activity.

Section 12. Facility Keys

- 12.1 When applicable, keys will be provided to the storage buildings, restrooms and gates. A maximum of three (3) keys will be issued for a facility. The City reserves the right to re-key all buildings.
- 12.2 Unauthorized duplication of keys will result in the immediate revocation of current and future use.
- 12.3 All keys issued for seasonal facility use shall be returned within five (5) business days of the conclusion of the season. In the event access to facilities is required after the schedule seasonal use has ended, contact PRD Administration to arrange entrance to the facility.

- 12.4 The City shall be notified immediately in the event of lost or stolen keys. The City will immediately rekey the facility and the responsible Users will be invoiced for the cost of the rekeying. The amount will be due within thirty (30) days of the invoice.

Section 13. Maintenance of City Facilities

- 13.1 In order to conduct preventative maintenance or emergency repairs, the City reserves the right to close its facilities at any point during the year. All maintenance and repairs will be conducted at the discretion of the Director.
- 13.2 The City is prohibited from providing maintenance or upkeep to property or facilities that are not owned by the City.
- 13.3 All Users will be responsible for and bear all costs associated with the operations and maintenance of all league, season or sport specific upkeep to the facility (i.e. lane lines, backstroke flags, chalking boundary lines, dragging infields, mowing, screening, etc.) and shall furnish their own equipment, materials and supplies for operating their games and events (i.e. lane lines, backstroke flags, chalk, officials, bases, first aid kits).
- 13.4 All Users shall report any hazardous or dangerous conditions to the City.
- 13.5 All requests for maintenance or repairs must be submitted on a Service/Work Order Request form. Completed forms can be submitted by delivery to the main office, faxed to (979) 323-1672 or emailed to parcs-rec@cityofbaycity.org. Emergency request can be called in to (979) 323-1660. A copy of the form is attached.

Section 14. Storage

- 14.1 The City may determine and allot limited storage building space each season based on availability and at the Director's discretion.
- 14.2 The signed Waiver of Liability designated in Section 11.1 shall be construed to include any loss or damage related to equipment or materials stored on City property. An on-site facility inspection will be conducted prior to and at the end of each season.
- 14.3 The City reserves the right of entry at any time and reserves the right of priority use at all times.
- 14.4 Storage of flammable, hazardous, or toxic substances or material is prohibited.

- 14.5 All supplies and equipment must be stored in a manner that does not block access to facility equipment such as air conditioners, ice machines, breaker panels, filters, pump motors, chemical systems and chemicals, etc. Written Notice of improperly stored items will be provided and the responsible party will be given twenty four (24) hours from receipt of notice to either remove all items from the storage area or rearrange items for compliance with this provision.
- 14.6 All air conditioned facilities must be maintained at temperatures set by the City. Pool temperature will remain set at a settled upon temperature between all user groups. Only the Director or designee will change the temperature on the pool heater.
- 14.7 All supplies and equipment must be properly stored in designated areas.
- 14.8 All User’s supplies and equipment (unless agreed upon) must be removed at the end of each season.
- 14.9 Any repairs stemming from damages incurred by the Users of the facilities will be repaired and invoiced to the Users. All payments will be due within thirty (30) days.

Section 15. Concessions

- 15.1 Users may operate their own food and beverage concessions provided that all applicable permits are obtained and all City ordinances, rules and regulations, including but not limited to health laws are complied with.
- 15.2 Users must have their **Food Handlers Course Certificate to sell concessions at any facility.**

The Food Handlers Course can be taken on-line at <http://texas.foodhandlerclasses.com>.

Section 16. Parking

- 16.1 The City will enforce all traffic and parking laws and regulations.
- 16.2 “No Parking” and Handicapped parking spaces/areas are designated by posted signs provided by the City and will be strictly enforced.
- 16.3 Except for emergency vehicles or delivery vehicles or maintenance equipment, no motorized vehicles are permitted outside of designated parking areas, storage facilities and roadways.

Section 17. Restroom Facilities

- 17.1 Restroom facilities or portable toilets are available at most city parks.
- 17.2 All Users are responsible for cleaning restrooms within a facility after each use.
- 17.3 The City will provide cleaning and maintenance at all other times.

Section 18. Emergency and Accidents

- 18.1 All accidents requiring emergency medical attention shall be reported to the Director no later than the next business day.
- 18.2 After hours emergencies requiring immediate facility or property repairs should be reported to the Bay City Police Department at (979) 245 – 8500. The Police Department will notify on-call personnel of the emergency.

Section 19. Signs

- 19.1 All signs must be routinely inspected for damage and repaired, replaced or removed within five (5) days if needed. Additionally at the end of each season signs should be reviewed for needed updates, repairs or removal. Inspection will be done by Director or designee. For Users with year-round use, signs may remain up as long as they are routinely inspected for damage and removed, if necessary.

Section 20. Vandalism

- 20.1 Users with access facilities are required to ensure all doors, windows, or any other point of entry are secured prior to leaving the building. Failure to do so may result in the City assessing the costs of vandalism repairs to the Users or revocation of use.
- 20.2 In the event of vandalism to City facilities, the City will conduct an investigation and if it determines that the Users failed to properly secure the building, the City may assess the costs of vandalism repairs to the user or non-recognized organization or revoke use of City facilities. A copy of the investigation shall be provided to Users at the completion of the investigation. If a disagreement arises regarding the investigation findings, the organization may make a written appeal to the City by delivering the appeal to the City Secretary for placement on the next City Council Meeting Agenda in accordance with Section 26.

20.3 The City will not be responsible for replacing supplies or equipment or repairing any equipment that is not owned by the City.

Section 21. Capital Improvement Projects

21.1 Sports Associations wishing the City to consider funding specific capital improvement projects should submit in writing a detailed description of the type of project for consideration (i.e., two additional youth soccer fields, new overhead lights at pool). Written requests should be submitted to the Director, by March 1, for consideration in the following fiscal years' program budget. The City of Bay City's fiscal year runs October 1 - September 31. Approval of projects is based on priority need and available funding as determined by the City of Bay City.

Section 22. Enhancements

22.1 Users will not install, build or perform or any type of facility or property improvements without the express written consent of the City. Requests for improvements must be submitted in writing to the Director at least ninety (90) days prior to the desired date of performing the improvement. All requests require approval of the Director.

22.2 Any improvements attached to a facility or real property (i.e. shelving, storage shed) shall be considered a permanent fixture and becomes property of the City.

22.3 The placement of temporary fixtures (i.e. portable lights, sports equipment, garbage cans) must also be approved prior to placement and use.

Section 23. Facility Operations Fee

23.1 Sports Associations shall be required to pay an annual fee of \$1,000 for an athletic field facility or \$3,000 for a pool facility to assist with operational costs.

Section 24. General Regulations

24.1 Weather Policy: Facilities will be closed during storms and other inclement weather watches or warnings at the discretion of the Park Staff on duty. The facility will not open if such conditions are present. After closure of a pool for such conditions, the pool will not re-open for a minimum of thirty (30) minutes after the last sight of lighting or hearing of thunder.

24.2 All rules must be followed by all participants, volunteers, coaches, board members and spectators. Rules may be found in Chapter 70 in the Bay City Code of Ordinances.

24.3 Pool Rules

- 1. Lifeguard must be present at all times pool is in use
- 2. Walk - don't run
- 3. Sports equipment in the pool must be approved by Parks Director or designee
- 4. Only approved swim suits allowed in pool - no cut-offs or leotards
- 5. No food, drinks or gum in or around pool deck area
- 6. No glass containers allowed in pool area
- 7. PETS ARE NOT ALLOWED IN THE POOL AREA, UNLESS:
 - a. They are on a leash;
 - b. They are documented as a service animal and documentation is provided upon request.
 - c. Any aggressive animals or animals off leash will be reported to animal control.
- 8. The consumption of alcoholic beverages, tobacco products or use of illegal drugs by swimmers, volunteers, coaches, directors or spectators is prohibited in the pool area
- 9. Smoking is allowed outside of the pool facility but not within 50 feet of any fence or building.

24.4 Any uncorrected breach of rules or Facility policies shall be grounds for immediate termination of this Agreement and/or expulsion of user and user's guests, at the sole discretion of the Director, subject to section 26.

Section 25. Violations and Penalties

25.1 The Director or their agent reserves the right to terminate any tryout, practice or meet or revoke authorization for facility use if the User or any other group is in violation of any written policies and usage rules.

Section 26. Appeal Process

- 26.1 All applicants and Users shall follow this appeal process.
- 26.2 Appeals from decisions made by Director or agents shall be made to the City Council, in writing, and delivered to the City Secretary within fourteen (14) days of the notification of decision. The appeal shall be placed on the next available council meeting, unless otherwise negotiated by Users, Director and City Secretary.

26.4 The decision of City Council is final.

APPENDIX A

**CHECKLIST FOR SPORTS ASSOCIATIONS
USE OF ATHLETIC FACILITIES**

- Application submitted 90 days prior to planned use.
- Application dates span no more than one season, six months duration (i.e., Winter, Spring, Summer, Fall, Jan-June or July-Dec.) or one year.
- City of Bay City is named as an additional insured on the certificate of insurance.
- List of association's board of directors is enclosed with names and addresses (YSA only).
- Tryout, practice and game schedules are enclosed
- Contact person's name, title, address, home and work phone numbers are included.
- Signed statement of athletic facility policy compliance is enclosed.
- Signed waiver of liability is enclosed.
- Copies of Certifications.
- Keys issued.

Signature of Parks and Recreation Director

Date

Signature of Association Representative

Date

STATEMENT OF COMPLIANCE

I, _____ (President, Executive Director) representative for _____ (the Organization) have received and agree to abide by the procedures and guidelines as established in the document “City of Bay City Facility Use Policies.”

SIGNED: _____

DATE: _____

ORGANIZATION WAIVER OF LIABILITY

The undersigned applicant, individually, and/or as agent for the organization known as,

does agree and shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Sports Association or Organization, its officers, agents, and employees. It is understood and agreed that the Sports Association and any employee or its contractor shall not be considered an employee of the City. The Sports Association or any of its employees shall not be within protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Sports Association’s employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City’s workplace. In the event a claim would be made by any third party, including a member of an organized team, the undersigned individually, and/or as agent of any organization as herein named, agrees to fully cooperate with the City of Bay City, its insurance carriers or any other person or organization designated by the City to investigate such claims, and to provide such information as shall reasonably be necessary and/or required. In connection herewith, the organization also agrees to obtain from each member of the organized team a signed statement agreeing to hold the City of Bay City harmless from any claim whatsoever growing out of the use of City facilities.

SIGNATURE OF APPLICANT: _____

ORGANIZATION: _____ DATE: _____

SEASON: SUMMER FALL SPRING YEAR ROUND (MUST HAVE A MINIMUM OF TWO FULL SEASONS A YEAR)

APPENDIX D

CITY OF BAY CITY, TEXAS
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(This is page one of a two page document)

1. In consideration for receiving permission to participate in the volunteer activities offered through City of Bay City (“the City”), including any activities within its Departments, programs, facilities or on any property or part within the City, I/we, _____ (individual/organization) hereby release, waive, discharge and covenant not to sue the City, its officers, servants, agents, employees and insurers, including but not limited to the Texas Municipal League Intergovernmental Risk Pool (hereinafter referred to as “releasee”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in the activities, or while in, on or upon the premises where the activities are being conducted, while in transit to or from the premises, or in any place or places connected with the activities.
2. I/we am fully aware of risks and hazards connected with being on the premises and participating in the activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the activities, and I hereby elect to voluntarily participate in the activities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks or loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the activities, whether caused by the negligent of releasee or otherwise.
3. I/we further hereby agree to agree and shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Sports Association or Organization, its officers, agents, and employees. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasee.

In signing this release, I acknowledge and represent that:

- A. I/we have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement have been made;
- C. I/we am at least eighteen (18) years of age and fully competent or if a minor my parent(s) or guardian(s), by their signatures below, indicate they have fully read and understand this waiver and indicate, on behalf of their minor child, their full and unqualified consent to the terms of this waiver; and

CITY OF BAY CITY, TEXAS
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(This is page two of a two page document)

- D. I/we execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I/we acknowledge that I/we will not be entitled to any compensation for my services, I/we will not be an employee of the City, and I/we will not be entitled to any benefits from the City.
- F. I/we understand and agree that no particular hours of service are guaranteed for the volunteer work at the City's _____, that the City may determine at any time that is no longer needs such volunteer services performed, and that I may decide at any time to end my volunteer activities for the City.

Participant Signature: _____

Name Printed: _____

Signature of Parent or Guardian (if under 18): _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____

Date: _____

Organization: _____

INTERNAL USE ONLY:

See Attachment - City listed as an additional insured verified.

Participation APPROVED:

By: _____

Title: _____

CAPITAL PROJECT REQUEST FORM

NAME OF FACILITY: Click here to enter text.

PROJECT NAME: Click here to enter text.

SUBMITTED BY: Click here to enter text. TITLE: Click here to enter text.

ORGANIZATION NAME: Click here to enter text.

PROJECT PRIORITY (1, 2, AND 3 ETC): Click here to enter text.

ESTIMATED COST OF PROJECT: Click here to enter text.

CONSEQUENCES IF NOT FUNDED: Click here to enter text.

DESCRIPTION OF PROJECT: Click here to enter text.

FACILITY RESERVATION FORM

APPLICATION DATE: _____

NAME OF ORGANIZATION: _____

REPRESENTATIVE'S NAME: _____ TITLE: _____

ADDRESS: _____

E-MAIL: _____

DAYTIME PHONE: _____ EVENING PHONE: _____

FAX: _____

ATTACH LEAGUE SCHEDULE TO THIS FORM

RESERVATION CONFIRMED BY: _____
PARKS & RECREATION DIRECTOR

DATE: _____

SPORTS ASSOCIATION WORK REQUEST

ALL SPORTS ASSOCIATION REQUESTS FOR ANY SERVICE MUST BE PROPERLY SUBMITTED USING THIS FORM IN THE MANNER DESCRIBED BELOW FOR CONSIDERATION

FACILITY: [Click here to enter text.](#)

SPECIFIC MAINTENANCE ISSUE (BRIEF DESCRIPTION AND LOCATION):
[Click here to enter text.](#)

REQUESTED BY: [Click here to enter text.](#)

ORGANIZATION: [Click here to enter text.](#)

CONTACT PHONE NUMBER: [Click here to enter text.](#) OTHER PHONE/FAX: [Click here to enter text.](#)
E-MAIL: [Click here to enter text.](#)

REASON FOR WORK: [Click here to enter text.](#)

DATED NEEDED BY: [Click here to enter a date.](#)

- WORK TO BE PERFORMED BY: (CHECK ONE)
- CITY STAFF
 - SPORTS ASSOCIATION STAFF
 - OTHER (CONTRACTED)

APPROXIMATE COST TO THE CITY OF BAY CITY: [Click here to enter text.](#)

PLEASE SUBMIT FORM BY:
 FAX TO (979)323-1672
 EMAIL TO: PARKS-REC@CITYOFBAYCITY.ORG
 OR MAIL TO:
 BAY CITY PARKS AND RECREATION DEPARTMENT
 ATTN: RECREATION DIRECTOR
 1209 10TH ST.
 BAY CITY, TEXAS 77414

FORMS MAY BE PICKED UP AT THE MUNICIPAL SERVICES BUILDING (1217 AVENUE J)

CONTRACT~ DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CIVIL ENGINEERING CONTRACT FOR THE JET A FUEL SYSTEM IMPROVEMENTS PROJECT TO CIVIL PEs, LLC



EXECUTIVE SUMMARY

AMERICAN RESCUE PLAN ACT PROJECT- JET A FUEL SYSTEM- ENGINEERING SERVICES

BACKGROUND: The American Rescue Plan (ARP) Act of 2021 – the latest COVID-19 stimulus package - became law on March 11, 2021. (1.9 trillion economic stimulus bill)

The City of Bay City received \$ 4,353,513.57 from the US Treasury as allocated in the American Rescue Plan (ARP) Act. The City will have until December 31, 2024 to expend the funds.

City Council approved a list of qualified engineers on January 25, 2022. The City added Civil PEs to the list of qualified engineers on September 27, 2022. This contract has been reviewed by City Staff & Grant Works and would like to award this to Civil PEs, LLC

The contract cost is \$42,600 (Funded by the American Rescue Plan Funds)

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

PART I - AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2022 by and between the CITY OF BAY CITY, hereinafter called the “City”, acting herein by _____ hereunto duly authorized, and Civil PEs, LLC. hereinafter called “Consultant”, acting herein by Thomas D Dodson.

WITNESSETH THAT:

WHEREAS, the City of Bay City desires to enter into engineering services for the design of Jet A Fuel System Improvements under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (USDT); and

WHEREAS, the City desires to engage Civil PEs, LLC to render certain services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Consultant will perform the services set out in Part II, Scope of Services
2. ARPA Compliance
The Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
3. Time of Performance
The services of the Consultant shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____ or the project(s) administrative closure date of December 31, 2026, as defined by the USDT, whichever is later. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City/County may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
4. Local Program Liaison
For purposes of this Agreement, the GrantWorks project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

5. Maintenance of and Access to Records

The Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Consultant in order to conduct audits or other investigations.

Records shall be maintained by the Consultant for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

6. Compensation and Method of Payment

The Consultant shall be compensated with a negotiated fixed fee of \$42,600. Payment to the Consultant shall be based on satisfactory progress on phases as listed in Part III, Payment Schedule, of This Agreement.

7. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Consultant's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

8. Miscellaneous Provisions

- This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Matagorda County, Texas.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

AMERICAN RESCUE PLAN ACT (ARPA)
CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

- This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

9. Extent of Agreement

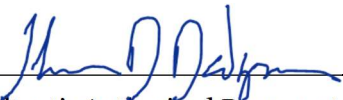
This Agreement which includes Parts I-V, and if applicable, the following exhibits/attachments: Exhibit 1 – Sample Monthly Status Report and Exhibit 2 – Fee Calculation by Phase, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both City and the Consultant.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City Official)

 (Printed Name)

 (Title)

BY:  _____
 (Consultant's Authorized Representative)

 Thomas D Dodson
 (Printed Name)

 President
 (Title)

CIVIL PES PROJECT NO. 2022BAYCITY
Civil PEs LLC SAM Registration No. LWPNN5LRNDV5

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

PART II - SCOPE OF SERVICES

The Consultant shall render the following professional services necessary for the development of the project.

Bid Packaging Services, Bidding Services, Construction Phase Services, Closeout Services

SCOPE OF SERVICES

1. Attend preliminary conferences with the city regarding the requirements of the project.
2. Develop documentation of the existing condition for depiction in the project manual.
 - a. piping from tank to cabinet;
 - b. Existing cabinetry;
 - c. Existing appurtenances including but not limited to hosing, kiosks, etc. and;
 - d. Bollards and fencing.
3. Development of sketches and project manual to create support documents for a contract between the airport and a construction contractor.
4. Coordination with grant administrator on required elements of the project manual.
5. In coordination with and at the direction of City Electrician, develop sketches and notes to depict the electrical improvements for a contract between the airport and a construction contractor.
6. Development of a Construction Safety and Phasing Plan (CSPP) for the work associated with a contract between the airport and a construction contractor.
7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed. The format for this report is attached to this Agreement as Exhibit 1.
8. The Consultant shall provide the following Bid Package Assembly and Bidding Services:
 - a. Prepare and submit a Construction Safety and Phasing Plan.
 - b. Prepare bid packet/contract documents/advertisement for bids.
 - c. Provide technical advice to assist in answering bidders' questions.
 - d. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
 - e. Conduct bid opening and prepare minutes.
 - f. Tabulate, analyze, and review bids for completeness and accuracy.
 - g. Verify construction contractor's eligibility through www.SAM.gov. This verification shall be completed at time of solicitation and repeated immediately prior to award.
 - h. Conduct a pre-construction conference and prepare a copy of the report/minutes.
 - i. Coordinate with the City to issue a Notice to Proceed to construction contractor.

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

- j. Use locally approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond if applicable.
9. The Consultant shall provide the following Construction Phase Services:
 - a. Conduct a meeting with airport users and the contractor to explain the construction project, delineate lines of authority, and review the Construction Phasing and Safety Plan.
 - b. Make periodic visits during the construction period to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
 - c. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for professional services to the City when the change order is required to correct errors or omissions by the Consultant; provide price analysis for change orders; process change orders approved by City and the Consultant and submit to GrantWorks for approval prior to execution with the construction contractor.
 - d. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at the job site).
 - e. Validate all contractors' payment requests and submit to the City within 14 days of receipt.
 - f. Validation of payment requests shall include documentation of the Consultant's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
 - g. Ensure that any retainage provision specified in the Construction contract is reflected in payment requests.
 - h. The City may require the Consultant to assist in collection of Final Bills Paid Affidavits from Contractors and/or subcontractors.
 - i. Conduct interim/final inspections.
 - j. Prepare Certificate of Construction Completion
10. The Consultant will assemble from the Contractor and provide the final project documents including schematic(s), shop drawings, submittals, operational manuals, and warranty documents. The information will be provided in digital format, compatible with computer systems owned or readily available to the City.

CONTRACT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES
FOR JET A FUEL SYSTEM IMPROVEMENTS AT BAY CITY REGIONAL AIRPORT

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Consultant without prior approval, in writing from the City.
2. The Consultant shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during the progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Consultant who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Consultant will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the US Department of Treasury, TECQ, and the Regional Office of the Environmental Protection Agency (EPA).
5. The Consultant will include in all contracts and subcontracts in excess of \$250,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Consultant will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
7. The Consultant will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$10,000,000, as stated in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance Section B Project and Expenditure Report, number 8 j 1 on page 21 must be in compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);

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- d. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - e. For contracts in excess of \$10,000,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - f. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
 - g. Recipients and contractors will comply with CFR 200.216 which prohibits obligating or expending loan or grant funds to procure, obtain, extend or contract with services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - h. Recipients and contractors will comply with CFR 200.322 which requires as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
8. The Consultant will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. The Consultant will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United

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States, the U.S. Department of Treasury, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Consultant will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for five (5) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Consultant represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Consultant represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Consultant's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Consultant's expense if the deficiency is due to Consultant's negligence. The City shall notify the Consultant in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Consultant agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III - PAYMENT SCHEDULE

City shall compensate the Consultant for professional services provided as scoped in Section above. Consultant shall invoice no more than monthly, on a percentage of completed work for each phase as outlined in Consultant's fee schedule.

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Phase	Lump Sum Fee
Bid Packaging	\$14,500.00
Bidding	\$12,800.00
Construction Phase Services	\$12,900.00
Closeout	\$2,400.00
Total	\$42,600.00

PART IV - TERMS AND CONDITIONS

1. USE OF FUNDS

- a. Recipient, SubRecipients, and Contractors understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. REPORTING

Consultant agrees to provide timely information aiding the City with any reporting obligations established by the Treasury as they relate to this award.

4. ACCESS TO RECORDS

In accordance with 2 CFR 200.337, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. ADMINISTRATIVE COSTS

Recipients may use funds provided under this award to cover both direct and indirect costs.

7. COST SHARING

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Cost sharing or matching funds are not required to be provided by the Recipient.

8. CONFLICTS OF INTEREST

Recipient, Sub-Recipients, and Contractors understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination

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on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. REMEDIAL ACTIONS

In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. HATCH ACT

Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. FALSE STATEMENTS

Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

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14. DEBTS OWED THE FEDERAL GOVERNMENT

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or Agreement for ARPA Administration Services. The Treasury will take any actions available to it to collect such a debt.

15. DISCLAIMER

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. PROTECTIONS FOR WHISTLEBLOWERS

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or

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vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

19. TERMINATION OF AGREEMENT FOR CAUSE

In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

20. TERMINATION OF AGREEMENT FOR CONVENIENCE

Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

21. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in

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federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

22. FEDERAL COMPLIANCE

During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- a. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. Section 504 Rehabilitation Act of 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- c. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- d. SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- e. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment

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without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

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records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

23. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- a. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. PATENT RIGHTS AND INVENTIONS

The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

25. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

26. ENERGY EFFICIENCY

The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

27. VERIFICATION NO BOYCOTT ISRAEL

As required by Chapter 2271.002, Texas Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel", as defined by §808.001(1) of the Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations

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specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

28. NO FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same

- i. engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or
- ii. is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

29. COMBATING TRAFFICKING IN PERSONS

Pursuant to Chapter 52.222-50 of the F.A.R. the consultant agrees to comply with all provisions of the Combating Trafficking in Persons Act.

30. TEXAS ETHICS COMMISSION (10 TAC 2252)

A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

PART V - APPENDICES

- CONFLICT OF INTEREST**
- DISCLOSURE OF LOBBYING ACTIVITIES**
- CERTIFICATION REGARDING LOBBYING**
- CERTIFICATE OF INTERESTED PARTIES FORM 1295**

RESOLUTION~ A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO



EXECUTIVE SUMMARY

Notice of Intent- CO SERIES 2023A (CWSRF)

BACKGROUND: The Clean Water State Revolving Fund, authorized by the Clean Water Act, provides low-cost financial assistance for planning, acquisition, design, and construction of wastewater, reuse, and stormwater infrastructure. The City was approved by the Texas Water Development Board (TWDB) for financial assistance to make critical improvements to the City's wastewater systems. These improvements will include upgrades to our existing wastewater treatment plant, wastewater lift stations, and wastewater collection system.

The resolution attached serves as a notice of intent to issue debt. The maximum principal amount will not exceed \$13,424,000. This is the 3rd of 4 issues that will occur during the project period. This bond will fund the following:

- Completion of bidding and contracting services for the **Wastewater Treatment Plant Improvements** and **Cottonwood Lift Station Rehabilitation**
- Initial payments to the construction contractor, including mobilization and initial construction work for the projects listed above
- Initial construction management services (Resident Project Representative or “RPR”) for the projects listed above

RECOMMENDATION: Staff recommends City Council approve the resolution as presented.

ATTACHMENTS: Resolution of NOI

RESOLUTION NO. R-2022-020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

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

WHEREAS, the City of Bay City, Texas (the “City”) is pursuing financial assistance from the Texas Water Development Board (the “TWDB”) under the Clean Water State Revolving Fund; and

WHEREAS, the City Council of the City (the “City Council”) deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth in order to evidence a loan from the TWDB; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS THAT:

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these

public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Notice serves as the City’s official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. 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 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.

Section 6. The City hereby authorizes the City’s financial advisor, USCA Municipal Advisors, LLC, bond counsel, Bracewell LLP, and engineer, Garver LLC, to proceed with the necessary arrangements for the sale of the Certificates and the receipt of financial assistance from the TWDB.

Section 7. The Mayor, City Manager, Finance Director, Director of Public Works, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED on this the 15th day of November, 2022 by the City Council of the City of Bay City, Texas.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City, Texas

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Bay City, Texas (the “City”), will meet at City Hall, 1901 5th Street, Bay City, Texas 77414 at 6:00 p.m. on the 24th day of January, 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s Tax and Surplus Revenue Certificates of Obligation, Series 2023A (CWSRF), in the maximum aggregate principal amount not to exceed \$13,427,000, payable from ad valorem taxes and from a pledge of a lien on the surplus revenues of the City’s water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with improvements to the City’s sanitary sewer system, including the planning, acquisition, design and construction of (i) the City’s wastewater treatment plant and lift stations, (ii) the City’s sewer lines, and (iii) the costs of professional services related thereto. The Certificates are being issued to evidence the receipt of financial assistance from the Texas Water Development Board under the Clean Water State Revolving Fund. The estimated combined principal and interest required to pay the Certificates on time and in full is \$21,847,074. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of approximately 3.50%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. R-2022-020, dated November 15, 2022, which resolution is available from the City upon request) is \$9,957,758. Based on the City’s expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$12,068,239.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 15th day of November, 2022.

Jeanna Thompson
 City Secretary
 City of Bay City, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

\$30,281,242 **Total Principal Amount Designated as Self-Supporting**

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation

Tax and Revenue Certificates of Obligation, Series 2014

Tax and Revenue Certificates of Obligation, Series 2016

Tax and Revenue Certificates of Obligation, Series 2020

General Obligation Refunding Bonds, Series 2021

Tax and Surplus Revenue Certificates of Obligation, Series 2021A (CWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2021B (DWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2022A (CWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2022B (DWSRF)

CERTIFICATE FOR RESOLUTION

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 meeting on the 15th day of November, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|-------------------|--|
| Robert K. Nelson | Mayor |
| Floyce Brown | Council Member, Position No. 1 |
| James Folse | Mayor Pro Tem and Council Member, Position No. 2 |
| Brad Westmoreland | Council Member, Position No. 3 |
| Becca Sitz | 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

RESOLUTION NO. R-2022-020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN CONNECTION WITH THE RECEIPT OF FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, 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 resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution 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 resolution; 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 resolution 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.

SIGNED AND SEALED this 15th day of November, 2023.

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]

RESOLUTION~ A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION 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



EXECUTIVE SUMMARY

Notice of Intent- CO SERIES 2023B (DWSRF)

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 resolution attached serves as a notice of intent to issue debt. The maximum principal amount will not exceed \$6,175,000. This is the 3rd of 5 issues that will occur during the project period. This bond will fund the following:

- Detailed design and bidding services for the new **North Water Plant** (along Hwy 60 on the parcel previously owned by Dunn Heat Exchangers) and the **Northeast Water Plant** (along Hwy 35 on a parcel previously owned by Tenaris)
- Initial construction contractor payments for the construction of the North Water Plant and the Northeast Water Plant
- Routing study and initial alignment of the water transmission main to connect the north and east service areas within the City’s drinking water distribution system

RECOMMENDATION: Staff recommends City Council approve the resolution as presented.

ATTACHMENTS: Resolution of NOI

RESOLUTION NO. R-2022-021

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION 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

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

WHEREAS, the City of Bay City, Texas (the “City”) is pursuing financial assistance from the Texas Water Development Board (the “TWDB”) under the Drinking Water State Revolving Fund; and

WHEREAS, the City Council of the City (the “City Council”) deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth in order to evidence a loan from the TWDB; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS THAT:

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these

public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Notice serves as the City’s official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. 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 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.

Section 6. The City hereby authorizes the City’s financial advisor, USCA Municipal Advisors, LLC, bond counsel, Bracewell LLP, and engineer, Garver LLC, to proceed with the necessary arrangements for the sale of the Certificates and the receipt of financial assistance from the TWDB.

Section 7. The Mayor, City Manager, Finance Director, Director of Public Works, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED on this the 15th day of November, 2022 by the City Council of the City of Bay City, Texas.

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

ATTEST:

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney
City of Bay City, Texas

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Bay City, Texas (the “City”), will meet at City Hall, 1901 5th Street, Bay City, Texas 77414 at 6:00 p.m. on the 24th day of January, 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s Tax and Surplus Revenue Certificates of Obligation, Series 2023B (DWSRF), in the maximum aggregate principal amount not to exceed \$6,175,000, payable from ad valorem taxes and from a pledge of a lien on the surplus revenues of the City’s water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with 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. The Certificates are being issued to evidence the receipt of financial assistance from the Texas Water Development Board under the Drinking Water State Revolving Fund. The estimated combined principal and interest required to pay the Certificates on time and in full is \$10,365,404. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of approximately 3.75%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. R-2022-021, dated November 15, 2022, which resolution is available from the City upon request) is \$9,957,758. Based on the City’s expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$12,068,239.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 15th day of November, 2022.

Jeanna Thompson
 City Secretary
 City of Bay City, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

\$30,281,242 **Total Principal Amount Designated as Self-Supporting**

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation

Tax and Revenue Certificates of Obligation, Series 2014

Tax and Revenue Certificates of Obligation, Series 2016

Tax and Revenue Certificates of Obligation, Series 2020

General Obligation Refunding Bonds, Series 2021

Tax and Surplus Revenue Certificates of Obligation, Series 2021A (CWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2021B (DWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2022A (CWSRF)

Tax and Surplus Revenue Certificates of Obligation, Series 2022B (DWSRF)

CERTIFICATE FOR RESOLUTION

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 meeting on the 15th day of November, 2022, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|-------------------|--|
| Robert K. Nelson | Mayor |
| Floyce Brown | Council Member, Position No. 1 |
| James Folse | Mayor Pro Tem and Council Member, Position No. 2 |
| Brad Westmoreland | Council Member, Position No. 3 |
| Becca Sitz | 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

RESOLUTION NO. R-2022-021

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BAY CITY, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION 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

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, 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 resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution 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 resolution; 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 resolution 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.

SIGNED AND SEALED this 15th day of November, 2023.

Jeanna Thompson, City Secretary
City of Bay City, Texas

[SEAL]

~ DISCUSS, CONSIDER, AND/OR APPROVE THE CITY'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2022



EXECUTIVE SUMMARY

INVESTMENT REPORT

BACKGROUND:

The Public Funds Investment Act (Chapter 2256, Government Code) requires the City's Investment Report to be reviewed by the governing body at least quarterly.

FINANCIAL IMPLICATIONS:

An investment policy itself protects City dollars by restricting certain types of transactions. It also enables the City to invest in other instruments to increase interest earnings.

IMPACT ON COMMUNITY SUSTAINABILITY:

The report permits an outside reader to evaluate the performance of the investment program.

RECOMMENDATION:

Staff recommends City Council approve the Quarterly Investment Report.

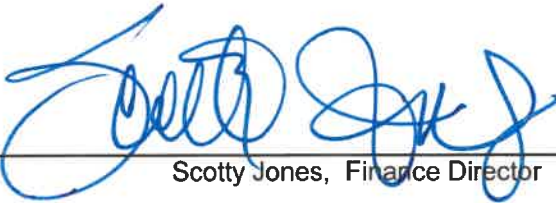
ATTACHMENTS:

Quarterly Investment Report 9-30-22



**CITY OF BAY CITY, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED SEPTEMBER 30, 2022**

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Bay City, Texas and the Public Funds Investment Act of the State of Texas.

Investment Officer: 
Scotty Jones, Finance Director

Date: 11-9-22



Investment Report Quarter Ended September 2022

The City has a weighted average portfolio of 196 days with an average yield of .74%. City is liquid with 81% of the portfolio in a 0-1-year maturity. Average interest rates have increased since prior quarter except for fixed term investments. Investment earnings are \$31,668.56 for the quarter and up \$27,045.58 as compared to the same quarter last year. The investment strategy currently is to diversify & structure a somewhat laddered portfolio (Checking, Investment Pools, and Securities less than 5 years to maturity) to minimize interest rate risk in the future.

September 30, 2022 Balances

	Total Bal by Type	% of Portfolio
Int'l Bank of Commerce	\$ 4,586,991.58	31%
Prosperity Bank	\$ 524,909.47	4%
Prosperity Bank Money Market	\$ 4,377,686.37	30%
Petty Cash/Cash Drawers	\$ 4,322.00	0%
Texpool	\$ 1,569,014.05	11%
Texas Class	\$ 324,448.57	2%
CD's	\$ 1,242,000.00	8%
Securities	\$ 2,072,152.00	14%
	\$14,701,524.04	100%

Interest Earnings

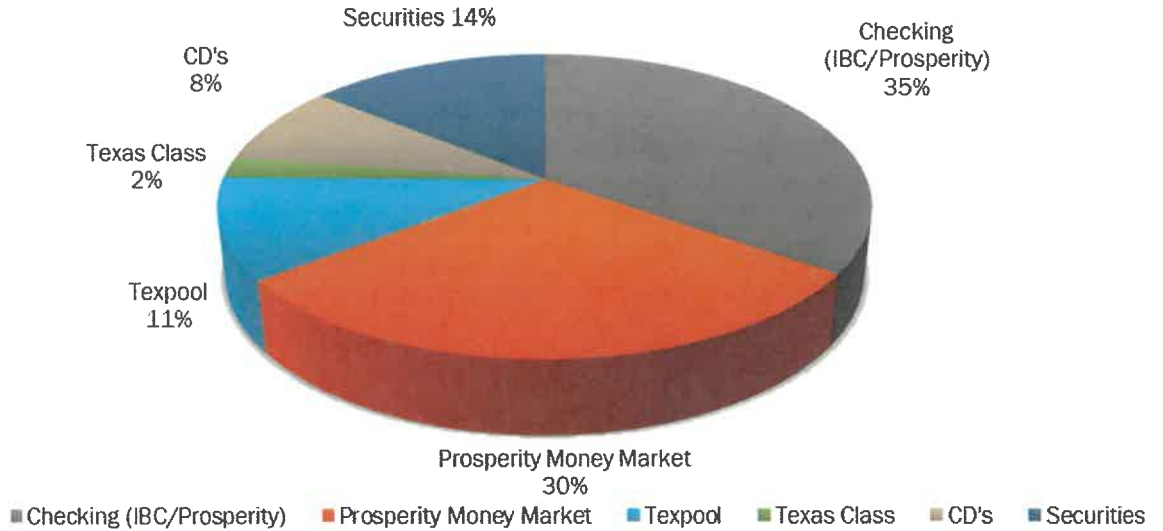
Interest received during the 4th quarter totaled \$ 31,668.56 and represents interest paid on checking accounts and investments.

Portfolio	Qtr 9-30-22	Qtr 9-30-21	Over Prior Year
Interest Received	31,668.56	\$4,622.98	\$27,045.58

Portfolio Diversification

Portfolio Diversification is used to create a structure to reduce investment risks and a portfolio that will experience minimal volatility during economic cycles.


Portfolio Diversification



Portfolio Maturity Schedule

The goal is to ladder the City's portfolio. Due to some economic uncertainty and low interest rates, staying short for investment purposes is the strategy for any investments.

Years to Maturity	Face Value	% Total
0-1	\$11,874,524.04	81%
1-2	\$ 745,000.00	5%
2-3	\$ 1,585,000.00	11%
3-4	\$ 497,000.00	3%
4-5		
Total	\$14,701,524.04	100%

 City of BAY CITY vs. Benchmarks for Quarter Ending SEPTEMBER 30, 2022						
BOOK VALUE	MARKET VALUE	Unrealized Gain/<Loss>	Average Book Yield	Benchmark Pools	Benchmark 90 Day T-Bill	
\$ 14,701,524	\$ 14,441,532	(259,992.13)	0.74%	2.12%	2.87%	
Maturity	Weighted Average		0.74% Yield			
	195.97 Day(s)					



INVESTMENT PORTFOLIO- CITY OF BAY CITY- BY FUND
for Quarter Ending September 30, 2022

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
All Funds								
GENERAL FUND								
<i>General Fund</i>								
IBC (Pooled Cash)	11-1100	\$ (100,243.42)	0.15%	IOC				
Cash Drawers (1101,1105,1106,1110)	11-11XX	\$ 752.00					N/A	
Petty Cash (1102,1103,1104,1107,1108,1109)	11-11XX	\$ 1,820.00					N/A	
Investments-TEXPOOL	11-1125	\$ 134,280.89	2.03%	LOC GOVT POOL				\$ 134,280.89
Investments-Texas Class	11-1130	\$ 230,510.66	2.20%	LOC GOVT POOL				\$ 230,510.66
Prosperity	11-1111	\$ 499,937.33	0.15%	IOC				
Prosperity Money Market	11-1115	\$ 1,332,365.89	0.63%	IOC				
Cash Held in Escrow- PD	11-1120	\$ -	0.00%	IOC				
Certificates of Deposit	11-1220	\$ 744,000.00	2.00%	CD			See maturity schec	\$ 687,506.46
Securities	11-1215	\$ 1,585,000.00	0.69%	SEC			See maturity schec	\$ 1,430,998.20
TOTAL GENERAL FUND		\$ 4,428,423.35						
FIXED ASSET REPLACEMENT FUND								
<i>Fixed Asset Replacement Fund</i>								
IBC (Pooled Cash)	12-1100	\$ 76,355.68	0.08%	IOC				
TOTAL FIXED ASSET REPLACEMENT FUND		\$ 76,355.68						
CAPITAL PROJECT FUNDS								
<i>Street Construction / Maintenance Fund</i>								
IBC (Pooled Cash)	28-1100	\$ 1,259,682.46	0.15%	IOC				\$ 620,514.99
Investments-TEXPOOL	28-1125	\$ 620,514.99						
TOTAL STREET MAINT. FUND		\$ 1,880,197.45						
<i>Note- Building Improvements/Road Equip.</i>								
IBC (Pooled Cash)	34-1100	\$ -	0.15%	IOC				
Investments-TEXPOOL	34-1125	\$ -	2.03%	LOC GOVT POOL				\$ -
TOTAL PROJECT FUND		\$ -						
2016 CO'S- Phase III Street Project								
IBC (Pooled Cash)	36-1100	\$ -	0.15%	IOC				
Investments-TEXPOOL	36-1125	\$ -	2.03%	LOC GOVT POOL				\$ -
TOTAL PHASE III STREET PROJECT		\$ -						
2020 CO'S- Nile Valley Phase I Reconstruction & Equipment (Fire Truck/Gradall)								
IBC (Pooled Cash)	37-1100	\$ (2,239,760.54)	0.15%	IOC				
TexPool	37-1125	\$ -	2.03%	LOC GOVT POOL				
Prosperity Money Market	37-1115	\$ 3,045,320.48	0.63%	MM				\$ 3,045,320.48
Certificates of Deposit	37-1220	\$ -	2.20%	CD				
TOTAL NILE VALLEY PROJECT		\$ 805,559.94						
TOTAL CAPITAL PROJECT FUNDS		\$ 2,665,757.39						
DEBT SERVICE FUND								
<i>I & S Supported Bonds</i>								
IBC (Pooled Cash)	80-1100	\$ (24,223.77)	0.15%	IOC				
Investments-TEXPOOL	80-1125	\$ 153,334.83	2.03%	LOC GOVT POOL				\$ 153,334.83
Investments-Texas Class	80-1130	\$ 90,255.42	2.20%	LOC GOVT POOL				\$ 90,255.42
TOTAL I & S FUND		\$ 219,366.48						
TOTAL DEBT SERVICE		\$ 219,366.48						

ITEM #13.

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
SPECIAL REVENUE FUNDS								
<i>TIRZ 1 Fund</i>								
IBC (Pooled Cash)	20-1100	\$ 167,480.43	0.15%	IOC				
TOTAL TIRZ FUND		\$ 167,480.43						
<i>TIRZ 2 Fund</i>								
IBC (Pooled Cash)	21-1100	\$ 152,875.10	0.15%	IOC				
TOTAL TIRZ FUND		\$ 152,875.10						
<i>TIRZ 3 Fund</i>								
IBC (Pooled Cash)	22-1100	\$ -	0.15%	IOC				
TOTAL TIRZ FUND		\$ -						
<i>Hazard Mitigation Fund</i>								
IBC (Pooled Cash)	23-1100	\$ 4,462,415.71	0.15%	IOC				
TOTAL HAZARD MITIGATION FUND		\$ 4,462,415.71						
<i>Hotel Occupancy Tax Fund</i>								
IBC (Pooled Cash)	25-1100	\$ 561,532.49	0.15%	IOC				
Prosperity (Tourism Events)	25-1112	\$ 6,195.83	0.15%	IOC				
TOTAL HOTEL FUND		\$ 567,728.32						
<i>Police Forfeiture Fund</i>								
IBC (Pooled Cash)	24-1100	\$ -	0.15%	IOC				
Police Forfeiture Account	24-1115	\$ 53,316.72	0.15%	IOC				
Police Pending Forfeiture Account	24-1116	\$ 26,276.05	0.15%	IOC				
TOTAL FORFEITURE FUND		\$ 79,592.77						
<i>Security Fund</i>								
IBC (Pooled Cash)	27-1100	\$ 18,970.83	0.15%	IOC				
TOTAL BUILDING SEC FUND		\$ 18,970.83						
<i>Court Technology Fund</i>								
IBC (Pooled Cash)	29-1100	\$ 14,142.88	0.15%	IOC				
TOTAL COURT TECHNOLOGY FUND		\$ 14,142.88						
<i>Home Program - TDHCA</i>								
IBC (Pooled Cash)	30-1100	\$ -	0.15%	IOC				
TOTAL Home Program - TDHCA Fund		\$ -						
<i>Drainage Projects (HazMit)</i>								
IBC (Pooled Cash)	31-1100	\$ (78,198.44)	0.15%	IOC				
Investments-TEXPOOL	31-1125	\$ -	2.03%	LOC GOVT POOL				
TOTAL GLO/CDBG GRANT PROJECTS		\$ (78,198.44)						
<i>TCF Sidewalk</i>								
IBC (Pooled Cash)	32-1100	\$ (55,790.00)	0.15%	IOC				
TOTAL TCF/CDBG GRANT PROJECTS		\$ (55,790.00)						
TOTAL SPECIAL REVENUE FUNDS		\$ 5,329,217.60						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
ENTERPRISE FUNDS								
<i>Public Utility Fund</i>								
IBC (Pooled Cash)	61-1100	\$ 2,540,800.15	0.15%	IOC				
Cash Drawer-MSB	61-1102	\$ 150.00						
Cash Drawer-MSB	61-1104	\$ 150.00						
Cash Drawer-UTILITY BILLING	61-1105	\$ 1,450.00						
Prosperity	61-1111	\$ 18,776.31	0.15%	IOC				\$ 581,263.31
Investments-TEXPOOL	61-1125	\$ 581,263.31	2.03%	LOC GOV'T POOL				\$ 3,682.49
Investments-TEXAS CLASS	61-1130	\$ 3,682.49	2.20%	CD			\$ 498,000.00	\$ 450,015.21
Certificates of Deposit	61-1220	\$ 498,000.00	1.60%	SEC			\$ 487,152.00	\$ 485,640.00
Securities	61-1215	\$ 487,152.00	3.02%			See maturity sched		
TOTAL UTIL OPER FUND		\$ 4,131,424.26						
<i>Utility Construction Funds</i>								
<i>Utility Construction Funds- Waterline NW Quadrant</i>								
IBC (Pooled Cash)	62-1100	\$ -	0.15%	IOC				
Investments-TEXPOOL	62-1125	\$ -	2.03%	IOC				
TOTAL UTILITY CONSTRUCTION FUND		\$ -						
<i>2016 CO'S- Grace WWTP/Waterline Hwy 60N, etc</i>								
IBC (Pooled Cash)	66-1100	\$ 791.21	0.15%	IOC				
Investments-TEXPOOL	66-1125	\$ -	2.03%	LOC GOV'T POOL				
TOTAL 2016 UTILITY PROJECT FUND		\$ 791.21						
<i>TWDB - WATER</i>								
IBC (Pooled Cash)	68-1100	\$ (1,902,649.59)	0.15%	IOC				
TOTAL TWDB - WATER		\$ (1,902,649.59)						
<i>SEWER</i>								
IBC (Pooled Cash)	69-1100	\$ (620,433.52)	0.15%	IOC				
TOTAL TWDB - SEWER		\$ (620,433.52)						
TOTAL UTIL CONSTRUCTION FUNDS		\$ (2,522,291.90)						
<i>Utility Debt Service Funds</i>								
<i>PUF Supported Bonds</i>								
IBC (Pooled Cash)	63-1100	\$ (83,085.37)	0.15%	IOC				
Investments-TEXPOOL	63-1125	\$ 79,620.03	2.03%	LOC GOV'T POOL				\$ 79,620.03
TOTAL UTILITY DEBT FUND		\$ (3,465.34)						
TOTAL UTIL DEBT SERVICE		\$ (3,465.34)						
TOTAL ALL UTIL FUNDS		\$ 1,605,667.02						
<i>Airport Fund</i>								
<i>Airport Operating Fund</i>								
IBC (Pooled Cash)	64-1100	\$ 104,739.06	0.15%	IOC				
TOTAL AIRPORT OPERATING FUND		\$ 104,739.06						
<i>2020 CO'S- Airport Improvements (Hangers & Taxiway)</i>								
IBC (Pooled Cash)	67-1100	\$ 1,901.31	0.15%	IOC				
Certificates of Deposit	67-1220	\$ -	2.20%	CD				
TOTAL 2020 AIRPORT PROJECT FUND		\$ 1,901.31						
TOTAL AIRPORT FUND		\$ 106,640.37						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE
INTERNAL SERVICE FUNDS <i>Information Technology</i>								
IBC (Pooled Cash)	81-1100	\$ 19,455.97	0.15%	IOC				
TOTAL INFORMATION TECHNOLOGY		\$ 19,455.97						
Maintenance Fund (Facilities/Equipment)								
IBC (Pooled Cash)	82-1100	\$ 203,434.86	0.15%	IOC				
TOTAL MAINTENANCE FUND		\$ 203,434.86						
TOTAL INTERNAL SERVICE FUNDS		\$ 222,890.83						
EMPLOYEE TRUST FUND <i>Employee Trust Fund</i>								
IBC (Pooled Cash)	96-1118	\$ 1.00	0.15%	IOC				
TOTAL EMPLOYEE TRUST FUND		\$ 1.00						
FLEXIBLE SPENDING ACCOUNT <i>FSA Fund</i>								
IBC (Pooled Cash)	98-1118	\$ 27,204.32	0.15%	IOC				
TOTAL FSA FUND		\$ 27,204.32						

ACCT NAME CUSIP	GENERAL LEDGER CODE	GENERAL LEDGER BAL.	AVG INT RATE	TYPE	CPN	MATURITY DATE	BOOK VALUE	MARKET VALUE																																																																																										
<p>CITY GRAND TOTAL \$ 14,701,524.04</p> <p>The City's investments are in compliance with the Investment strategy as expressed in the Investment Policy with the relevant provisions of Ch.2256 of the TX Gov. Code</p>																																																																																																		
International Bank of Commerce		\$ 4,586,991.58	31.20%																																																																																															
Prosperity Bank		\$ 524,909.47	3.57%																																																																																															
Prosperity Bank- Money Market		\$ 4,377,686.37	29.78%																																																																																															
Petty Cash / Cash Drawers		\$ 4,322.00	0.03%																																																																																															
Texpool		\$ 1,569,014.05	10.67%																																																																																															
Texas Class		\$ 324,448.57	2.21%																																																																																															
CD's		\$ 1,242,000.00	8.45%																																																																																															
Securities		\$ 2,072,152.00	14.09%																																																																																															
		\$ 14,701,524.04	100.00%																																																																																															
<p>Cash Balance \$ 14,701,524.04</p> <p>Less Restricted Cash</p> <p>Operating Reserves-Policy General Fund 3,793,677.00 25% Operating Expenditures</p> <p>Operating Reserves-Policy Utility Fund 1,982,997.00 25% Operating Expenditures</p> <p>Street Maint Fund 1,880,197.45</p> <p>Projects Encumbered 1,855,161.94 Capital excluding TWDB Projects</p> <p>Other AP Encumbered 195,899.17</p> <p>Debt Payments Due 528,731.80 Payments Due 3-1-23</p> <p>Total \$ 4,464,859.68</p>																																																																																																		
<p>Investment Committee- City Manager</p>																																																																																																		
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<p>Date of Meeting: 1/15/22</p>																																																																																																		
<p>Interest 21 vs 22 \$ 4,622.98 Interest at 09-30-21</p>																																																																																																		
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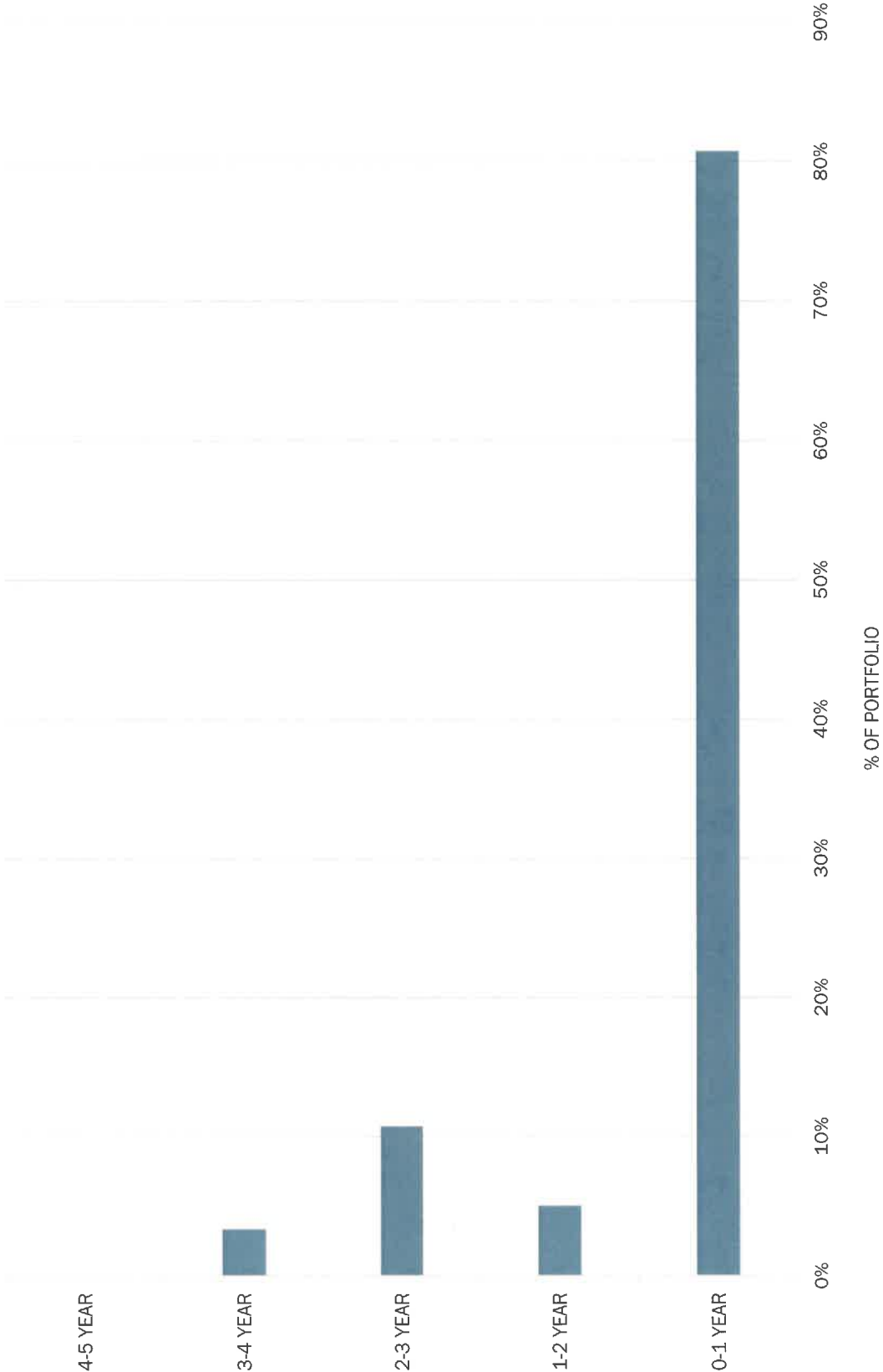


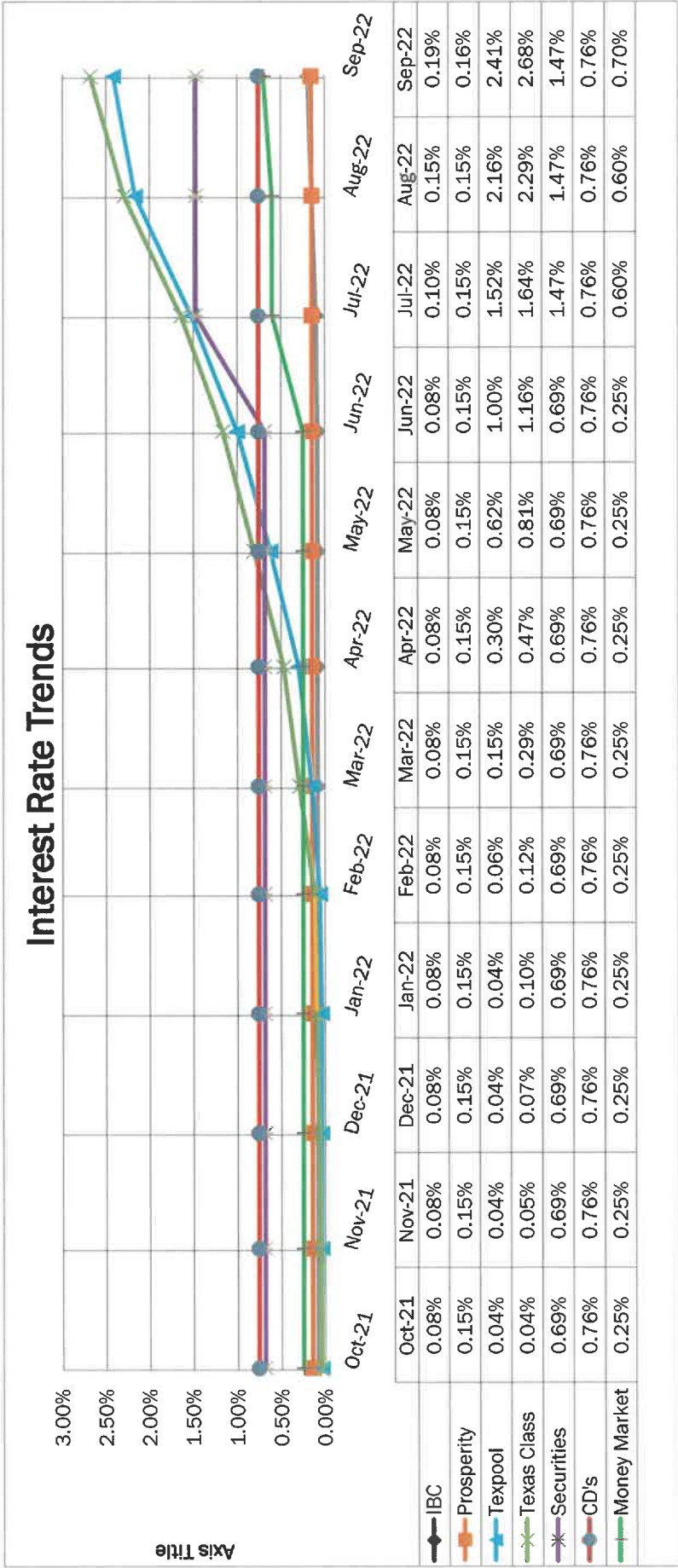
INVESTMENT PORTFOLIO- CITY OF BAY CITY- BY MATURITY
for Quarter Ending September 30, 2022

Call Date or Maturity Date

ACCT NAME	GENERAL LEDGER BAL.	AVG INT RATE	2021-2022	2022-2023	2023-2026
CASH					
<i>IBC- All funds</i>					
Claim on Cash (Pooled)	\$ 4,586,991.58	0.1500%			
<i>Prosperity- All funds</i>					
Claim on Cash (Pooled)	\$ 524,909.47	0.1500%			
MONEY MARKET					
<i>Prosperity- All funds</i>					
Money Market	\$ 4,377,686.37	0.6300%			
PETTY CASH					
<i>All funds</i>					
Petty Cash	\$ 4,322.00				
SECURITIES/Fund					
<i>General Fund 9-23-21</i>					4/9/2025
3130ANQ37	\$ 1,085,000.00	0.625%			
<i>General Fund 9-30-21</i>					9/30/2025
3130AP5H4	\$ 500,000.00	0.750%			
<i>Utility Fund 7-29-22</i>				07/10/23	
3135G05G4	\$ 487,152.00	3.022%			
	\$ 2,072,152.00				
BOND					
<i>General Fund 9-22-21</i>					9/22/2026
38149MA29	\$ 248,000.00	1.050%			
<i>Utility Fund 9-22-21</i>					9/22/2026
90348JT59	\$ 249,000.00	0.950%			
<i>General Fund 9-22-21</i>					9/10/2024
649447VM8	\$ 249,000.00	0.650%			
<i>Utility Fund 9-24-21</i>				11/24/23	
05580AE26	\$ 249,000.00	0.650%			
<i>General Fund 11-24-21</i>					9/24/2024
14042RQH7	\$ 247,000.00	0.500%			
	\$ 1,242,000.00				
TEXPOOL					
<i>All funds</i>					
Texpool	\$ 1,569,014.05	2.0300%			
TEXAS CLASS					
<i>All funds</i>					
Texas Class	\$ 324,448.57	2.2000%			
Maturity Time Frame					
0-1 YEAR	\$ 11,874,524.04	80.77%			
1-2 YEAR	\$ 745,000.00	5.07%			
2-3 YEAR	\$ 1,585,000.00	10.78%			
3-4 YEAR	\$ 497,000.00	3.38%			
4-5 YEAR	\$ -	0.00%			
	\$ 14,701,524.04	100.00%			

Maturity by Year







October 12, 2022

Shawna Burkhart
 City Manager
 City of Bay City
 1901 Fifth Street
 Bay City, TX 77414

RE: Professional Services Agreement – TIRZ #5 Creation

Dear Ms. Burkhart,

David Pettit Economic Development, LLC (“DPED”) is pleased to provide this proposal for economic development professional services relating to potential creation of Tax Increment Reinvestment Zone Number Five (TIRZ #5) in the City of Bay City, Texas (“City”).

The Project

It is our understanding that the City of Bay City, Texas is interested in potentially creating TIRZ #5 for the purpose of facilitating development.

The Assignment

Our work under this proposal would be to provide professional economic development services. DPED’s primary role will be to provide professional economic development services relating to amending the TIRZ.

The Team

We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements

Chapter 311 of the Texas Tax Code outlines the various procedures for creating a TIRZ and the authorized use of funds from the TIRZ. A TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- boundary;
- term;
- TIRZ Board; and
- amended preliminary project and financing plan.

A final project plan and financing plan is later approved by the TIRZ Board and then by the governing body of the municipality by separate ordinance.

Per Section 311.003 of the Tax Code the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality, in the extraterritorial jurisdiction of the municipality, or in both to be a reinvestment zone to promote development or redevelopment of the area if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Scope of Services

This proposed scope of services is focused on accomplishing three main goals:

- TIRZ #5 Creation Ordinance
- TIRZ #5 Project and Financing Plan Ordinance
- TIRZ #5 Taxing Entity Participation Agreements

Based on our conversations and our experience on previous projects, we propose the following scope of services for the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

Taxable Value Analysis

DPED develop a Taxable Value Analysis to reflect development plans, taking into account current market conditions and demand trends. DPED will develop projections for future land uses, values, and timing of the proposed future developments. A multi-year historic taxable value review of similar developments will be conducted to establish baseline conservative assumptions for the development in the proposed zone. This task will be the basis for developing a spreadsheet model of TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel-by-parcel basis with projections based upon the historical taxable value review of the development potential of the proposed TIRZ.

Task 2

Develop TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a cash flow model. This model will allow the City, consultants and others to underwrite the developments and test various scenarios for the financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Model with macros established for growth and development assumptions.

Task 3

Prepare TIRZ Project and Financing Plan

DPED would then develop the Finance Plan, Project Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an TIRZ Project and Financing Plan including legal description of the zone, proposed TIRZ projects, term of the zone, and increment analysis.

Task 4

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for creating TIRZ #4, including: 1) public hearing notices; 2) resolutions; 3) ordinances; and 4) participation agreements, if necessary. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Task 5

Facilitate Review and Consideration of the Proposed Amendment

DPED would facilitate meetings and presentations to the local governmental bodies and their respective boards and commissions. This will include supporting meetings, work sessions, briefings, commission meetings, and hearings. Key products of this task would include attendance and support of City staff at all required meetings in the review and approval process.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for amending the TIRZ including: 1) public hearing notices; 2) resolutions; and 3) ordinances. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

Fee for Services

Our fee for services relating to the scope of services would be a lump sum fee of \$33,500.

Fees would be charged monthly, subject to on-going progress on the work effort. Reimbursable expenses would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$325.00
Project Manager	\$250.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at DPED actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection

proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Bay City
1901 Fifth Street
Bay City, TX 77414
Attention: Scotty Crow Jones C.P.M., Finance Director

Email: sjones@cityofbaycity.org

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,



David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Bay City, Texas

By: _____
Robert K. Nelson, Mayor

Date: _____