



BAY CITY

REVISED MINUTES • JUNE 12, 2014

Council Chambers

Regular Meeting

7:00 PM

1901 5TH STREET
BAY CITY, TX 77414

1. CALL TO ORDER & CERTIFICATION OF QUORUM

Attendee Name	Title	Status	Arrived
Chrystal Folse	Councilwoman	Present	
Steven Johnson	Councilman	Present	
Mark Bricker	Mayor	Present	
Carolyn Thames	Mayor Pro-Tem	Present	
Julie Estlinbaum	Councilwoman	Present	
William Cornman	Councilman	Present	

2. INVOCATION & PLEDGE OF ALLEGIANCE - COUNCILWOMAN CHRYSTAL FOLSE

Texas State Flag Pledge:

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

3. 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.

Bay City resident Janet Bell stated that she was very excited about Tenaris coming. She added that it would bring us a lot of jobs.

Roberto DeHoyos of Bay City Tenaris wanted to reiterate Tenaris' commitment. They are fully committed to acquire wastewater and sewer. He asked that Council take action on the 380 tonight.

4. CONSENT AGENDA ITEMS FOR CONSIDERATION AND/OR APPROVAL

The following items may be acted upon in a single motion. No separate discussion or action on any of these items will be held unless requested by a member of the City Council. Public comment on consent agenda items may be heard without removing the item from the consent agenda. Each person providing public comment will be limited to 3 minutes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

1. Agreement

CONSIDER AND/OR APPROVE ENDING THE LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND WCA AND ENTERING INTO A NEW LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND GOLDEN CRESCENT REGIONAL PLANNING COMMISSION FOR THE PROPERTY LOCATED AT 3520 NICHOLS AVENUE. GOLDEN CRESCENT WOULD LIKE TO LEASE THE PROPERTY TO PARK THEIR TRANSIT BUSES DURING THEIR NON OPERATING HOURS.

Barry Calhoun, Director of Public Works
Council asked that this item be pulled to discuss it further.

Councilwoman Folse asked why the contract was being back dated. Mr. Calhoun explained that the initial contract was for one year, and would like to end the WCA lease.

Enacted and approved this 12th day of June, 2014, at Bay City

2. Contract

CONSIDER AND/OR APPROVE THE CONTRACT BETWEEN THE CITY OF BAY CITY AND VISION INTERNET FOR THE DEVELOPMENT AND SERVICE CONTRACT FOR REDESIGNING THE CITY'S WEBSITE.

Barry Calhoun, Director of Public Works

Enacted and approved this 12th day of June, 2014, at Bay City

5. EXECUTIVE SESSION

Mayor adjourned from Open Session at 7:11 p.m.

Mayor entered into Executive Session at 7:13 p.m.

Mayor adjourned from Executive Session at 7:44 p.m.

1. Property

CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING LEGAL ISSUES AND TO DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH TENARIS/MAVERICK TUBE CORPORATION RELATING TO THE INCENTIVE AGREEMENTS BETWEEN THE PARTIES PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087.

2. Bond

Executive Session - 2014 CO's City Council shall convene in closed session to consult with the City Attorney and Bond Counsel regarding legal issues related to the City's post issuance disclosure requirements for long term debt issued by the City in accordance with Texas Government Code Section 551.071(2).

Phill Conner, Interim Finance Director

RESULT: TABLED

Next: 6/26/2014 7:00 PM

6. OPEN SESSION

Mayor reconvened into Open Session at 7:47 p.m.

1. Agreement

DISCUSS, CONSIDER, AND/OR TAKE POSSIBLE ACTION ON A PROPOSAL TO APPROVE THE TENARIS 380 AGREEMENT AS PRESENTED AT THE LAST CITY COUNCIL MEETING OR AS SUBSEQUENTLY AMENDED

Councilman Bill Cornman

MOTION BY MAYOR PRO TEM THAMES, SECOND BY COUNCILWOMAN FOLSE, TO APPROVE THE TENARIS 380 AGREEMENT AS PRESENTED AT THE JUNE 5, 2014 SPECIAL CALLED COUNCIL MEETING. MOTION CARRIED BY UNANIMOUS VOTE.

Mayor recalled the item to provide for the recommended reading of the motion, as provided and read by Mr. Hyde. Mayo Pro Tem Thames amended her motion to read: "APPROVE A RESOLUTION ADOPTING A PROGRAM UNDER TEXAS LOCAL GOVERNMENT CODE 380 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT MADE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 212.172 AND CHAPTER 380 WITH MAVERICK TUBE CORPORATION AND ITS AFFILIATE TENARIS BAY CITY INC. REGARDING THE GRANT OF CERTAIN INCENTIVES RELATING TO THE DEVELOPMENT OF APPROXIMATELY 1,534 ACRES OF LAND LOCATED IN MATAGORDA COUNTY."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Steven Johnson, Councilman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 12th day of June, 2014, at Bay City

2. Bond

Postpone sale of 2014 Certificates of Obligation City Council shall reconvene from executive session and consider action to postpone the sale of the City's Tax and Revenue Certificates of Obligation, Series 2014 until June 26, 2014.

Phill Conner, Interim Finance Director

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 12th day of June, 2014, at Bay City

7. REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL:

1. Appointment

SWEARING-IN OF RE-ELECTED COUNCIL MEMBERS JULIE ESTLINBAUM AND WILLIAM CORNMAN.

Rhonda Clegg, City Secretary

City Secretary Rhonda Clegg sworn in re-elected Council Members Julie Estlinbaum and Bill Cornman.

2. Proclamation

PRESENTATION OF PROCLAMATION FOR MYASTHENIA GRAVIS AWARENESS MONTH.

Mayor Mark A. Bricker
Mr. DeSoto explained to everyone the disease of Myasthenia Gravis.

Mayor presented Mr. DeSoto with the proclamation.

3. Property

PUBLIC HEARING ON THE PROPOSED ANNEXATION OF APPROXIMATELY 12 PLATTED LOTS WITHIN THE MOORE ESTATES SUBDIVISION GENERALLY LOCATED SOUTH OF 2ND STREET AND WEST OF MOORE AVENUE.

Mayor opened the Public Hearing at 7:54 p.m.

There were no comments.

Mayor closed the Public Hearing at 7:55 p.m.

4. Amendment

CONSIDER AND/OR APPROVE THE REIMBURSEMENT OF MADAN JOSHI IN THE AMOUNT OF APPROXIMATELY \$2,600 FOR REIMBURSEMENT OF REPAIRS DUE TO CITY SEWER LINES.

Councilman Steven Johnson

Councilman Johnson provided some background on the submitted claim. He stated that the City could reimburse Mr. Joshi, or send a strongly worded letter to TML and have them reconsider and re-evaluate the claim.

Mr. Hyde stated that the City could ask that TML come back and re-evaluate the claim.

The Mayor asked Mr. Joshi when he contacted the City. Mr. Joshi stated that it incident happed on January 14th, he called the City and they came out that night, because water backed up. However, he did not contact the City until a week later. He added that he moved from California and was not aware that this had taken place.

MOTION BY COUNCILMAN CORNMAN, SECOND BY COUNCILWOMAN ESTLINBAUM, TO HAVE THE MAYOR AND BARRY CALHOUN ADDRESS AND DETERMINE THE OUTCOME OF THE CLAIM. MOTION CARRIED BY UNANIMOUS VOTE.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 12th day of June, 2014, at Bay City

5. Report

RECEIVE THIRD QUARTER UPDATE ON CITY OF BAY CITY HEALTH INSURANCE PLAN.

Jeff Noyse, The Noble Group and Rhonda Clegg, City Secretary
Mrs. Clegg introduced Jeff Noyse with the Noble Group.

Mr. Noyse informed Mayor and Council that Blue Cross Blue Shield would have a Biometric Clinic for all employees, as well as covered family members. It has been

included in the premium. Mr. Noyse pointed out that last quarter, the City had been running at 68%. The City is now running at 122%, due to large claimants. Councilman Cornman asked if the numbers show that the rates would increase. Mr. Noyse stated yes, about 20% - 25%.

6. Audit

CONSIDER AND/OR APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AS OF SEPTEMBER 30, 2013.

Phill Conner, Interim Finance Director

Mr. Conner introduced Mr. Stephen Van Manen. Mr. Van Manen informed Mayor and Council that the 2012 CAFR had been submitted for a award, and the City received the award. He added that the City received a clean opinion on the 2013 CAFR. Mr. Van Manen stated that the City looked good to go out for bond, and that bond agencies liked to look at the AMDA. He pointed out that the unassigned Fund Balance was 31% of the City's Operating funds. Mr. Van Manen went on to review the CAFR. He suggested that the City utilize the statistical section of the CAFR because it went back 10 years.

Mr. Conner thanked his staff for all of their efforts.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	William Cornman, Councilman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 12th day of June, 2014, at Bay City

7. Report

PROVIDE UPDATE ON THE REPAIR AND RECONDITIONING OF THE KATY WATER STORAGE TANK BUDGETED FOR THE 2013-2014 FISCAL YEAR.

Barry Calhoun, Director of Public Works

Mr. Calhoun explained to Mayor and Council that the City was still in violation. Currently they are preparing another variance request with the City's current engineering firm. Mr. Calhoun added that the City's previous engineering firm supposedly submitted one, but cannot verify that. Mr. Calhoun stated that de-commissioning the water tower was a possible remedy. The City would be meeting with a group tomorrow to do an inspection on all the tanks. They would receive a report on a course of action. Mr. Calhoun pointed out that the violation the City received did state that there was some rust.

Councilwoman Folse asked if the City would be using Mr. Kalkomey. Mr. Calhoun stated that Mr. Kalkomey would back the City with TCEQ, but the other company would do the work. Councilman Cornman stated that it sounded like the City had a backup tank, but needed another one. He asked how much did the City have to pay for this. Mr. Calhoun stated \$385,000.

8. Agreement

CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING SECTION 2.13 - SOCIAL MEDIA OF THE CITY OF BAY CITY'S EMPLOYEE GUIDELINES.

Dustin Hodges, Public Relations Manager

Mr. Hodges reviewed the minor and major changes of the proposed policy.

Councilman Johnson asked if Council were considered employees. Mr. Hyde stated that not as applied to the policy. However, the Senate Bill is State law. Mr. Hyde suggested that they create a resolution that you will hope to follow. Councilwoman Folse stated that she would like to table the item until it could be investigated further. She added that she was also concerned about having one single Facebook page due to possibility of items being lost.

RESULT:	APPROVED [4 TO 1]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Thames, Estlinbaum, Cornman
NAYS:	Johnson

Enacted and approved this 12th day of June, 2014, at Bay City

9. Bid

DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CONSTRUCTION BID FOR PHASE I OF THE STREET REHABILITATION PROJECT IN THE AMOUNT OF \$1,327,991 TO AAA ASPHALT PAVING, INC. PHASE I INCLUDES THE ROADWAY RECONSTRUCTION OF BAYOU DRIVE, NORTH DRIVE, AND CHATEAUX DRIVE.

Barry Calhoun, Director of Public Works

Mr. Calhoun was a little disappointed about the amount of the bid. It was approximately \$400,000 over the estimated amount. He added that he had spoken with the contractor and decided to remove the drainage component and address it later. Mr. Calhoun would like to speak with the contractor further and possibly reduce the cost.

Mr. Hyde pointed out that the law states that one could only reduce the bid amount up to 25%, without having to re-bid. Mr. Calhoun informed Council that a couple of things put the City in a bad spot, our location is bad when trying to get material; having to transport needed material to the job site; and obtaining workers. Councilman Cornman suggested that the City just go out and let the contractors know what we have to spend, and allow them to design to build. Councilwoman Folse asked when they would start, and Mr. Calhoun stated in about 3 weeks.

MOTION BY COUNCILMAN CORNMAN, SECOND BY COUNCILWOMAN ESTLINBAUM, TO APPROVE AWARDING THE CONSTRUCTION BID FOR PHASE I OF THE STREET REHABILITATION PROJECT IN THE AMOUNT OF \$,327,991 TO AAA ASPHALT PAVING, INC., WITH THE STIPULATIONS THAT THE CITY CAN SIT DOWN AND RE-EVALUATE THE COST. MOTION CARRIED BY UNANIMOUS VOTE.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

Enacted and approved this 12th day of June, 2014, at Bay City

10. Report

PROVIDE AN UPDATE ON STREET RE-STRIPPING, STREET IMPROVEMENT PROJECTS, AND REPAIR/IMPROVEMENTS OF THE BNSF RAILROAD CROSSINGS.

Barry Calhoun, Director of Public Works

Mr. Calhoun informed Mayor and Council that the City would utilize CivilCorp to complete striping. They were 90% complete with the design. There is a contract in place and it has been reviewed by the attorney. Mr. Calhoun went on to stated that it would cost \$40,000. He has \$19,000 in the budget, but he has spoken with Mr. Conner. Mr. Conner stated that he could use the construction funds.

Mr. Calhoun moved on to discuss street improvements. He explained that they would begin TV-ing the sewer lines, which will help make a determination of how to move forward. Mr. Calhoun stated that it would begin on Monday, and will take about three months to complete.

As far as engineering, Mr. Calhoun informed Mayor and Council that he had went out for RFP for engineering and architecture services. There were several firms that submitted bids.

Mr. Calhoun stated that in regards to the railroad crossings, BNSF could not commit to a time frame to do repairs, but they had ordered the material. He went on to inform Mayor and Council that on August 6th UP will be out to schedule an inspection. It could take between 12 and 18 months to install gates.

Mayor exited at 9:12 p.m.

Mayor returned at 9:14 p.m.

11. Report

PROVIDE UPDATE ON PROVIDING UTILITIES TO TENARIS AND DUNN HEAT EXCHANGE.

Barry Calhoun, Director of Public Works

Mr. Calhoun stated that last Thursday they had a pre-conference meeting with the contractor for the Tenaris project. June 23rd would be the start date, and it would take 60 days to complete.

In regards to Dunn Heat Exchangers, Jones & Carter are 70% complete with the design. The start date for the project is July 30th, with a completion date of January 27, 2015.

Councilman Johnson asked many feet of pipe would be involved. Mr. Calhoun stated that it would be 2,333 linear feet of water line and 4,854 linear feet of forced main sewer line.

12. Report

PROVIDE UPDATE ON BUILDING ORDINANCE COMMITTEE.

Councilwoman Julie Estlinbaum

Councilwoman Estlinbaum informed everyone that they were continuing to meet. They will have a meeting on June 23rd. The Committee is looking into existing building code. There will be an educational meeting on June 23rd. Councilwoman Estlinbaum stated she would get with Mrs. Clegg about sending it out. She stated that the end of September, the first of October is the timeline.

13. Report

PROVIDE UPDATE ON THE SALE OF SURPLUS CITY PROPERTIES.

Mayor Mark A. Bricker

Mr. Hyde provided background information for everyone regarding the properties. He provided Mayor and Council with a list of the properties broken down and identified as an alley, ditch, park land, or land. He reminded Council that if they wanted to sell land that had been designated as a park, then the City would have to have an election. Mr. Hyde's office created a resolution to sell the property and designate it as surplus.

MOTION BY COUNCILWOMAN ESTLINBAUM, SECOND BY MAYOR PRO TEM THAMES, TO APPROVE A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, DECLARING CERTAIN REAL PROPERTY OWNED BY THE BAY CITY TO BE SURPLUS AND AUTHORIZING THE MAYOR TO INSTITUTE PROCEEDINGS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION.

8. ITEMS / COMMENTS & MAYOR AND COUNCIL MEMBERS

Mayor Pro Tem Thames thanked everyone for their hard work on the 380 Agreement.

Councilwoman Estlinbaum concurred with Mayor Pro Tem Thames. She informed everyone that the downtown area would have its first farmers market on Saturday from 10 a.m. - 2 p.m.

Mayor stated that he would like to schedule a signing date for the agreement.

9. ADJOURNMENT

AGENDA NOTICES:

Action by Council Authorized:

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

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be Agenda City Council August 8, 2013 in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Executive Sessions Authorized:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General

known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

This is to certify that the above notice of a Workshop Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Monday, June 9, 2014 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 06/12/14 07:00 PM
Department: Public Works
Category: Agreement
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:

DOC ID: 1519

ADOPTED

AGENDA ITEM (ID # 1519)

**CONSIDER AND/OR APPROVE ENDING THE LEASE
AGREEMENT BETWEEN THE CITY OF BAY CITY AND WCA
AND ENTERING INTO A NEW LEASE AGREEMENT
BETWEEN THE CITY OF BAY CITY AND GOLDEN CRESCENT
REGIONAL PLANNING COMMISSION FOR THE PROPERTY
LOCATED AT 3520 NICHOLS AVENUE. GOLDEN CRESCENT
WOULD LIKE TO LEASE THE PROPERTY TO PARK THEIR
TRANSIT BUSES DURING THEIR NON OPERATING HOURS.**

Golden Crescent Regional Planning Commission is a nonprofit organization that provides transit vehicles to serve the Bay City community by transporting Interplast employees to their worksite.

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

COMMERCIAL LEASE**Basic Terms**

Date: November 1, 2013

Landlord: The City of Bay City, Texas

Landlord's Address: 1901 5th Street
Bay City, Texas 77414

Tenant: WASTE CORPORATION OF TEXAS, L.P.

Tenant's Address: 8515 Highway 6 South
Houston, TX 77083

Premises:

Structures: The entirety of the office building, fueling station and metal building storage area.

Street Address: 3520 Nichols Avenue
Bay City, Texas 77414

Legal Description: AB 0045, E HALL, ACRES 33.058, (EAST SIDE OF NILE VALLEY LOOP)-NEW SURVEY

Term (months): 12 months

Commencement Date: November 1, 2013

Termination Date: October 31, 2014

Notwithstanding any term to the contrary; as Landlord is a municipality, the Parties agree that this Lease Agreement may be terminated any time before the expiration of the term by Landlord if the City Council of Bay City, by majority vote, find that such earlier termination is required for the benefit of the health, safety, general welfare or morals of the citizens of Bay City. In the event of such early termination, Lessee agrees to vacate the premises within 30 days of early termination.

Base Rent (monthly): \$ 1,000.00

Security Deposit: \$ 1,000.00

Permitted Use:	Lessee shall use and occupy the premises for office space, storage of materials, staging of equipment, and repair of equipment. Landlord represents that the premises may lawfully be used for such purposes.
Tenant's Insurance:	Effective as of the earlier of the Commencement Date and continuing through the Term, Tenant shall maintain the following insurance policy: Commercial general liability insurance in an amount equal to or greater than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence, insuring Tenant against all liability for injury to or death of a person or persons, or damage to property arising from the use and occupancy of the Premises. Tenant shall furnish to Landlord a certificate of such insurance indicating Landlord as loss payee at least ten (10) days following the Commencement Date, and at least fifteen (15) days prior to each renewal of said insurance.
Landlord's Insurance:	Landlord, at its sole discretion, may or may not maintain any insurance protecting Tenant and/or the Premises. If insurance exists insuring the Premises, Landlord is solely entitled to receive any such proceeds upon the occurrence of a covered loss.
Landlord's Rebuilding Obligations:	If the Premises is damaged by fire or other means, the Lease shall terminate and Landlord shall have no responsibility to repair, replace or rebuild the Premises.

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises, if any.

"Rent" means any amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees or visitors.

Clauses and Covenants

A. Tenant agrees to –

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date, unless Tenant vacates the Premises before the expiration of the Term pursuant to another provision of this Lease.
2. Accept the Premises in its present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises, and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay monthly, in advance, on or before the 1st day of the month, the Base Rent to landlord at Landlord's Address.
5. Pay a late charge of 5 percent (5%) of any Rent not received by landlord by the tenth day after it is due.
6. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
7. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
8. If requested, deliver to Landlord a financing statement perfecting the security interest created by this Lease.
9. Vacate the Premises on the last day of the Term.
10. Upon vacating the Premises Tenant shall leave said Premises in good or better condition as before Tenant first occupied the Premises, save and except ordinary wear and tear. Tenant specifically warrants that any oil, gas or other petrochemical spills emanating from Tenant's vehicles, or by the refueling or maintenance of same shall be completely remediated within 24 hours of such spills.
11. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C)

WILL SURVIVE THE END OF THE TERM, AND (D) will apply even if an Injury is caused in whole or in part by the ordinary negligence or strict liability of Landlord but will not apply to the extent an Injury is caused by the gross negligence or willful misconduct of Landlord.

12. Vacate Premises upon 30 days written notice of early termination.

B. Tenant agrees not to --

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste to accumulate upon the Premises.
4. Use the Premises in any way that would void insurance insuring Landlord and/or the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without Landlord's express written permission.
7. Allow a lien to be placed on the Premises.
8. Assign this Lease or sublease any portion of the Premises without Landlord's written consent.
9. Not to make repairs without permission from Landlord.
10. Not allow spills of oil, gas or other petrochemical to occur on the Premises; and if such spills occur despite reasonable precautions; Tenant shall completely remediated such spills within 24 hours of the spills occurrence.

C. Landlord agrees to --

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to early termination by City Council action.
2. Deliver the Premises to Tenant in its present condition 'AS IS,' and represent to Tenant that the Premises is currently suitable for the Permitted Use.
3. Be responsible to repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors of the office building on the Premises. However, if in Landlord's opinion such repair or replacement is not

economically feasible, this lease may be terminated by Landlord.

D. Landlord agrees not to --

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold authorization for installation of additions and/or improvements to the Premises.

E. Landlord and Tenant agree to the following:

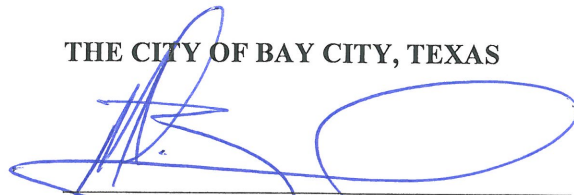
1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Prior to any additions and/or improvements to the Premises, Tenant will seek written authorization for such changes from landlord.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Condemnation/Substantial or Partial Taking.*
 - a. If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate.
 - b. If there is a partial condemnation or purchase in lieu of partial condemnation, Landlord, at Landlord's sole discretion, may terminate the Lease in-full or modify the Lease and Rent as may be fair and reasonable, so long as the Permitted Use is not frustrated by such partial condemnation.
 - c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
4. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial Code.
5. *Default by Landlord/Events.* Default by landlord means Landlord's continued failure to comply with any provision of this Lease, any time after thirty (30) days following landlord's receipt of written notice of any such failure.
6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages or to terminate this Lease.

7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Premises for a period of thirty (30) days or more, and/or (c) Tenant's continued failure to comply with any provision of this Lease, any time after thirty (30) days following Tenant's receipt of written notice of any such failure.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, together with any personal property of Tenant's remaining on the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) terminate this Lease by written notice and sue for damages, and/or (c) any other remedy of Landlord available at law. Landlord MAY ENTER AND TAKE POSSESSION OF THE Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord has a duty to mitigate damages.
10. *Holdover.* If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay Rent equal to 125% of the Rent payable during the last month of the Term, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages. Landlord and Tenant shall equally share the expense of such mediation.
12. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees, expenses and court costs.
13. *Venue.* Exclusive venue is in the county in which the Premises is located.

14. *Entire Agreement.* This Lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
15. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
16. *Imitation of Warranties.* *THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT ESXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.*
17. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term or after Tenant has abandoned the Premises for thirty (30) days or more.

LANDLORD:

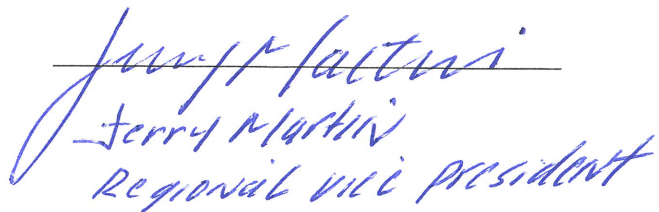
THE CITY OF BAY CITY, TEXAS



By: MARK A. BRICKER, Mayor
 1901 5th Street
 Bay City, Texas 77414

TENANT:

WASTE CORPORATION OF TEXAS, L.P.



Jerry Martin
 Regional vice president



GOLDEN CRESCENT REGIONAL PLANNING COMMISSION

120 S. Main Street, Suite 210, Victoria, TX 77901

(361) 578-1587 / Fax (361) 578-8865

www.gcrpc.org

Golden Crescent Economic Development District



March 27, 2014

EXECUTIVE COMMITTEE

President

Kenneth Finster
Commissioner, Calhoun County

1st Vice-President

Wayne Dierlam
Citizen, Victoria

2nd Vice-President

Cindy McIntosh
Municipal Judge, Moulton

3rd Vice-President

Roger Galvan
Commissioner, Calhoun County

Secretary-Treasurer

Annie Rodriguez
Mayor, City of Yoakum

Director-at-Large

Robert A. Kubena
Municipal Judge, Hallettsville

Director-at-Large

Don Polzin
Executive Director, Gulf Bend
Victoria

Director-at-Large

Julio Espinosa
Municipal Judge, Edna

Immediate Past President

David Bird
Judge, Gonzales County

Executive Director

Joe E. Brannan

Barry Calhoun

Director of Public Works

1901 5th Street

Bay City, TX 77414

Dear Mr. Calhoun,

Golden Crescent Regional Planning Commission (GCRPC) is in need of a secured site for parking our transit vehicles. The current location is not large enough to accommodate our needs. GCRPC is a nonprofit organization that provides transit vehicles to serve the Bay City community by transporting Interplast employees to their worksite.

We would appreciate your consideration in this matter.

Sincerely,

Cynthia Skarpa

Deputy Executive Director

Attachment: GCRPC (1519 : Lease Agreements)

COMMERCIAL LEASE**Basic Terms**

Date: June 1, 2014

Landlord: The City of Bay City, Texas

Landlord's Address: 1901 5th Street
Bay City, Texas 77414

Tenant: GOLDEN CRESCENT REGIONAL PLANNING COMMISSION

Tenant's Address: 120 S. Main Street
Suite 210
Victoria, TX 77901

Premises:

Structures: The entirety of the property yard, metal building storage area, and parking area. Not to include office building, fueling station and metal building storage area.

Street Address: 3520 Nichols Avenue
Bay City, Texas 77414

Legal Description: AB 0045, E HALL, ACRES 33.058, (EAST SIDE OF NILE VALLEY LOOP)-NEW SURVEY

Term (months): 12 months

Commencement Date: June 1, 2014

Termination Date: July 31, 2015

Notwithstanding any term to the contrary; as Landlord is a municipality, the Parties agree that this Lease Agreement may be terminated any time before the expiration of the term by Landlord if the City Council of Bay City, by majority vote, find that such earlier termination is required for the benefit of the health, safety, general welfare or morals of the citizens of Bay City. In the event of such early termination, Lessee agrees to vacate the premises within 30 days of early termination.

Base Rent (monthly): \$ 1.00

Security Deposit: \$ 1.00

Permitted Use:	Lessee shall use and occupy the premises for secured parking for transit vehicles, storage of materials and supplies, and staging of equipment. Landlord represents that the premises may lawfully be used for such purposes.
Tenant's Insurance:	Effective as of the earlier of the Commencement Date and continuing through the Term, Tenant shall maintain the following insurance policy: Commercial general liability insurance in an amount equal to or greater than TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) per occurrence, insuring Tenant against all liability for injury to or death of a person or persons, or damage to property arising from the use and occupancy of the Premises. Tenant shall furnish to Landlord a certificate of such insurance indicating Landlord as loss payee at least ten (10) days following the Commencement Date, and at least fifteen (15) days prior to each renewal of said insurance.
Landlord's Insurance:	Landlord, at its sole discretion, may or may not maintain any insurance protecting Tenant and/or the Premises. If insurance exists insuring the Premises, Landlord is solely entitled to receive any such proceeds upon the occurrence of a covered loss.
Landlord's Rebuilding Obligations:	If the Premises is damaged by fire or other means, the Lease shall terminate and Landlord shall have no responsibility to repair, replace or rebuild the Premises.

Definitions

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises, if any.

"Rent" means any amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees or visitors.

Clauses and Covenants**A. Tenant agrees to –**

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date, unless Tenant vacates the Premises before the expiration of the Term pursuant to another provision of this Lease.
2. Accept the Premises in its present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises, and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay monthly, in advance, on or before the 1st day of the month, the Base Rent to landlord at Landlord’s Address.
5. Pay a late charge of 5 percent (5%) of any Rent not received by landlord by the tenth day after it is due.
6. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
7. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
8. If requested, deliver to Landlord a financing statement perfecting the security interest created by this Lease.
9. Vacate the Premises on the last day of the Term.
10. Upon vacating the Premises Tenant shall leave said Premises in good or better condition as before Tenant first occupied the Premises, save and except ordinary wear and tear. Tenant specifically warrants that any oil, gas or other petrochemical spills emanating from Tenant’s vehicles, or by the refueling or maintenance of same shall be completely remediated within 24 hours of such spills.
11. INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT’S INSURANCE, (B) WILL NOT BE LIMITED BY

COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) will apply even if an Injury is caused in whole or in part by the ordinary negligence or strict liability of Landlord but will not apply to the extent an Injury is caused by the gross negligence or willful misconduct of Landlord.

12. Vacate Premises upon 30 days written notice of early termination.

B. Tenant agrees not to --

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste to accumulate upon the Premises.
4. Use the Premises in any way that would void insurance insuring Landlord and/or the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without Landlord's express written permission.
7. Allow a lien to be placed on the Premises.
8. Assign this Lease or sublease any portion of the Premises without Landlord's written consent.
9. Not to make repairs without permission from Landlord.
10. Not allow spills of oil, gas or other petrochemical to occur on the Premises; and if such spills occur despite reasonable precautions; Tenant shall completely remediated such spills within 24 hours of the spills occurrence.

C. Landlord agrees to --

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to early termination by City Council action.
2. Deliver the Premises to Tenant in its present condition 'AS IS,' and represent to Tenant that the Premises is currently suitable for the Permitted Use.

3. Be responsible to repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors of the office building on the Premises. However, if in Landlord's opinion such repair or replacement is not economically feasible, this lease may be terminated by Landlord.

D. Landlord agrees not to --

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold authorization for installation of additions and/or improvements to the Premises.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Prior to any additions and/or improvements to the Premises, Tenant will seek written authorization for such changes from landlord.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Condemnation/Substantial or Partial Taking.*
 - a. If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate.
 - b. If there is a partial condemnation or purchase in lieu of partial condemnation, Landlord, at Landlord's sole discretion, may terminate the Lease in-full or modify the Lease and Rent as may be fair and reasonable, so long as the Permitted Use is not frustrated by such partial condemnation.
 - c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
4. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This Lease is a security agreement under the Uniform Commercial Code.
5. *Default by Landlord/Events.* Default by landlord means Landlord's continued failure to comply with any provision of this Lease, any time after thirty (30) days following landlord's receipt of written notice of any such failure.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages or to terminate this Lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Premises for a period of thirty (30) days or more, and/or (c) Tenant's continued failure to comply with any provision of this Lease, any time after thirty (30) days following Tenant's receipt of written notice of any such failure.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, together with any personal property of Tenant's remaining on the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet, (b) terminate this Lease by written notice and sue for damages, and/or (c) any other remedy of Landlord available at law. Landlord MAY ENTER AND TAKE POSSESSION OF THE Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by applicable law. Landlord has a duty to mitigate damages.
10. *Holdover.* If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay Rent equal to 125% of the Rent payable during the last month of the Term, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages. Landlord and Tenant shall equally share the expense of such mediation.
12. *Attorney's Fees.* If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees, expenses and court costs.

13. *Venue.* Exclusive venue is in the county in which the Premises is located.
14. *Entire Agreement.* This Lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.
15. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
16. *Imitation of Warranties.* *THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT ESXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.*
17. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term or after Tenant has abandoned the Premises for thirty (30) days or more.

LANDLORD:

THE CITY OF BAY CITY, TEXAS

By: MARK A. BRICKER, Mayor
 1901 5th Street
 Bay City, Texas 77414

TENANT:

GOLDEN CRESCENT REGIONAL PLANNING COMMISION

1411

Requesting this item to be an consent agenda item.



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 06/12/14 07:00 PM
Department: Public Works
Category: Contract
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1520

ADOPTED

AGENDA ITEM (ID # 1520)

**CONSIDER AND/OR APPROVE THE CONTRACT BETWEEN
THE CITY OF BAY CITY AND VISION INTERNET FOR THE
DEVELOPMENT AND SERVICE CONTRACT FOR
REDESIGNING THE CITY'S WEBSITE.**

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



vision internet

2530 wilshire blvd. 2nd fl
santa monica ca 90403

888.263.8847 / 310.656.3100
310.656.3103 fax
info@visioninternet.com
www.visioninternet.com

April 4, 2014

Ken Eisman, IT Director
City of Bay City
1901 5th Street
Bay City, TX 77414

Re: Quote for Services

Dear Ken,

Thank you for the opportunity to submit a quote for services to the City of Bay City. I enjoyed the chance to speak with you about your goals for the project and, based on our discussions so far, the Vision Team already sees a lot of potential for your website. With more than 500 successful government, public agency, and non-profit agency clients in 41 states, including several projects in Texas, we are very excited about applying our technical skills and knowledgeable experience to your website redesign.

Below is a brief summary of the services we can provide to Bay City. Please note that this is only an overview of a website package based on our initial discussions with you, and that we can discuss additional work as required by the City. We can also prepare a full, official proposal for you further detailing our many interactive components and features.

If you have any questions about this quote, please feel free to contact me. I look forward to speaking with you further about your website!

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Lombard".

Greg Lombard
Regional Sales Manager, Vision Internet Providers, Inc.

Attachment: Bay City (City of), TX - Quote FINAL (1520 : Approve Contract Vision Internet)



SCOPE OF WORK

Website Development

With Vision Internet, you are sure to receive a website that delivers on its potential. Through our thorough consultation process, we create unique solutions tailored to our government clients' most pressing concerns. We will build your website from the ground up with your needs and objectives in mind. To fulfill these objectives and reach your target audiences, we recommend:

Attractive Design

Design is important. Today, many people judge the quality of an organization largely based upon the quality of its website. These opinions are especially influenced by the initial impression of the website's graphic design. Design ensures that users will use the website as a resource; if the website is not attractive and inviting, people assume it is of little value and do not spend the time necessary to find the information they need.

With Vision Internet, your website will have a design that makes it stand out on both a regional and national basis. Your website will be inviting, easy to use, and will reflect your unique identity.

Intuitive Navigation

For your website, we recommend organizing information by department topic, and/or target users. Keep in mind that the average user does not know the organizational structure of your organization, nor needs to. Our approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method. We often implement Action Based Navigation which allows users to easily find a particular service or page on your website through an easy-to-use drill down menu, such as *"I Want To...view an event, fill out a form, etc."*

Vision Content Management System™

As a part of your project, we are offering the Vision Content Management System™ which allows non-technical staff to add, edit, and delete content as well as control who has access to managing different areas of the website. This means that your staff can update announcements, press releases, news, documents, and other pages without knowing how to program. This is done through simple and easy to use administration screens.

Because staff can update and maintain their website directly through browser-based forms, you can effectively cut your maintenance costs and redirect existing technical resources toward more important areas.



INCLUDED INTERACTIVE COMPONENTS AND FEATURES

Interactive components provide a higher level of interactivity for your website visitors. Included in your project estimate are the following components and functionality:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| › Audit Trail Log | › Flexible Site Variable Settings |
| › Backend Content Title Search | › Image Library |
| › Backend Dashboard | › Page Template Library |
| › Broken Link Reporter | › Personal Toolbar |
| › Content Review and Publishing | › Role-Based Security |
| › Component Manager | › Scheduled Content Review |
| › Content Scheduling | › SiteMaster™ Template Builder |
| › Context Sensitive Online Help | › Submission Validation (reCAPTCHA) |
| › Departmental Page Restrictions | › Recycle Bin |
| › Document Central | › Updated and Expired Content Reporting |
| › Drag and Drop Multiple File and Image Uploading | › Web Traffic Statistics |
| › Email Address Masking | › Widget-based Layout Options |
| › Enhanced User Interface | › Workspace |

CONTENT EDITING

- | | |
|---------------------------|-------------------|
| › Advanced WYSIWYG Editor | › Table Wizard |
| › Search and Replace | › Undo/Redo |
| › Spell Checker | › User Commenting |
| › Style Gallery | › Version Control |

ADVANCED NAVIGATION MANAGEMENT

- | | |
|---------------------------------------|----------------------------|
| › Automatic Breadcrumbs | › Navigation Control |
| › Connected Pages | › Navigation Redirect |
| › Content Categories | › Page Linking |
| › Dynamic Drop Down Menus | › Quick Links |
| › Error 404 (Page Not Found) Handling | › Single-Source Publishing |
| › External Link Splash Page | › Sitemap Generator |
| › Friendly URL Redirect | |

USER EXPERIENCE AND INTERACTIVITY

- | | |
|----------------------------------|---------------------------|
| › Business Directory | › In-page Content Editing |
| › Business Submissions | › Job Application Manager |
| › Community Spotlight | › Job Posts |
| › <u>Dynamic Calendar System</u> | › Online Polls |
| › Dynamic Homepage | › News |



- | | |
|------------------------------|-----------------------------|
| › Event Registrations | › RFP Posts |
| › Event Submissions | › Rotating Homepage Banners |
| › Facilities Directory | › Service Directory |
| › Facilities Reservations | › Single Sign On |
| › Feedback Form | › Staff Directory |
| › Form Builder | › Sticky News |
| › Frequently Asked Questions | › Weather Update |

DEPARTMENT MANAGEMENT

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- | | |
|-------------------------------|--------------------------------------|
| › Audio and Video Embedding | › GovTrack CRM™ |
| › Bookmark and Share | › <u>OneClick Social Networking™</u> |
| › eNotification | › Photo Gallery & Slideshow |
| › Emergency Alert (site wide) | › RSS FeedReader™ |
| › <u>Facebook FeedReader™</u> | › <u>Twitter FeedReader™</u> |
| › Forward to a Friend | |

ACCESSIBILITY

- | | |
|---------------------------------|----------------------------------|
| › Automatic Alt-Tags | › Google Translation Integration |
| › Dynamic Font Resizing | › Printer Friendly Pages |
| › Dynamic Reader Download Links | › Table Accessibility Tools |

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- | | |
|---|---------------------|
| › <u>Responsive Design with visionMobile™</u> | › <u>SearchBlox</u> |
|---|---------------------|

OPTIONAL INTERACTIVE COMPONENTS AND FEATURES

Vision Internet creates custom solutions; therefore, we are able to offer you virtually any conceivable module or function. We believe these optional interactive components and features are most relevant to your needs:

- Advanced Mega Menu

Because our content management system is so flexible, you may add these at any time in the future for an additional budget.

Integration of Third-Party Components and Databases

Today, there are many advanced components for such functions as:



- eCommerce and ePayment
- GIS Mapping
- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

Our content management system can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; crime statistics from California state databases for the City of Citrus Heights, CA; Contractor information from city databases for City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.



PRICING

Service	Budget
Website Redesign Package	\$35,530

Our website development package is comprehensive and includes:

- The Vision Content Management System™, including the above-listed interactive components
- An onsite consultation meeting
- Two days of web-based training sessions
- Basic Design Package
 - One homepage design concept with revisions
- Approved sitemap
- 50 pages of content migration

Optional Interactive Components and Features

In addition to the included components listed above, we can also provide you with other optional features. Below is the price for implementing these.

Optional Component	Budget
Advanced Mega Menu ¹	\$1,000

Optional Services

Please note that we are already including 50 pages of migration, web-based training and our basic design services (with one homepage design concept) with your project. Depending upon your needs and available resources, you may opt for these additional services.

Optional Services	Budget
Content migration – per 50 pages ➤ Content formatting ➤ Uploading related documents and images ➤ Reduced pricing for quantities over 250 pages	\$1,445
Onsite training program ➤ One day onsite training ➤ Classroom style content editor training ➤ Advanced administrator training	\$3,290

¹ This price will vary should the City decide to implement this component after development of the website has begun.



Optional Services	Budget
➤ All travel expenses	
Premium design services ➤ Up to three homepage design concepts total (the City will select one for implementation)	\$4,840

visionLive™ Subscription Maintenance

As an option to paying monthly fees for hosting and maintenance services, Vision Internet is offering your organization our new subscription version of the Vision Content Management System™. This new offering allows us to provide maintenance services and hosting for a flat annual fee of \$7,800². *Additionally, we will also provide CMS upgrades at no extra cost.* This allows you to affordably keep current with new technology, enhancements, and improvements.

visionLive™ takes the guess-work out of future budgeting by including all essential post-launch services into a flat annual subscription. The service includes:

- Hosting
- Unlimited technical support³
- CMS system upgrades
- Newly developed CMS components⁴
- Free redesign after 4 years of visionLive™ service

Please note that we can also provide hosting without additional support services for an annual rate of \$2,400⁵.

Not sure if a hosted, subscription-based plan is a good fit for you? We are flexible and offer a wide range of alternatives for clients who have other hosting and maintenance needs. Contact us to discuss a plan that will work for you.

Sample Client Websites

Vision Internet, the Government Website Experts, has more than 500 clients in 41 states, including Texas. Samples include:

- City of Cedar Park, TX (www.cedarparktexas.gov)
- City of Denton, TX (www.cityofdenton.com)
- City of Richardson, TX (www.cor.net)
- Fort Bend County, TX (www.fortbendcountytexas.gov)
- City of Fort San Marcos, TX (www.ci.san-marcos.tx.us)
- City of West University Place, TX (www.westutx.gov)

For a complete list of our projects, please visit our website at www.visioninternet.com.

² Subject to a 5% annual increase. visionLive™ subscription rates listed are based on the cost of your project as proposed. Please note this cost may vary should the scope of your project change.

³ Does not include updates to configuration, content, or formatting among other restrictions.

⁴ Does not include new features that require design customization to implement.

⁵ Subject to a 5% annual increase.



Terms and Conditions

Vision Internet agrees to perform the services at the prices quoted in this document. This quote is valid for 180 days.



VISIONCMS™ COMPONENT HIGHLIGHTS

The visionCMS™ is the most advanced government-focused content management system available. In addition to the plethora of functions that simplify administration and save staff time, the visionCMS™ includes interactive components and features essential to serving your website visitors.

Dynamic Calendar System

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The Dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Dynamic Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with eNotification component
- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook, Google, and Yahoo calendars link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

NOTE: With the eNotification component, calendar events may also be broadcast to subscribers via email.

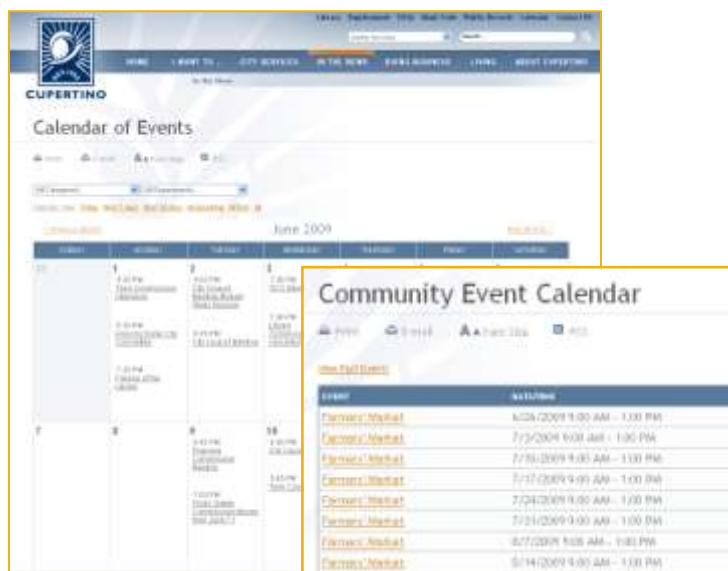


Figure 1: Use the Dynamic Calendar System to find meetings and events quickly.



Responsive Design with visionMobile™

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with visionMobile™ your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.

For more examples of Responsive Design with visionMobile™, check out the City of Reno (www.reno.gov) and City of Moorhead's (www.ci.moorhead.mn.us) websites from your mobile device or tablet.



Figure 2: Responsive Design with visionMobile™ will make your website compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

OneClick Social Networking™

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News, and RFP Postings components.

Website Development Services Terms and Conditions

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation ("Contractor"), and the City of Bay City, Texas ("City"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to City in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. This Agreement, City activities and all discussions regarding City website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of City. It is agreed that a designee of City, Jennifer Gresham, Interim IT Manager, will be project manager, with decision making authority on behalf of City, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in "**Attachment A**" at a price of **\$35,530**.

(a) City agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon City approval of the homepage wireframe;
- (iii) A payment equal to 20% of the total cost upon City approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server;
- (v) A payment equal to 20% of the total cost 21 days from Completion as defined below.

4. Documents & Data; Licensing of Intellectual Property: Upon payment in full, Contractor grants a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

5. Intentionally omitted.

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City's Initials_____

Contractor's Initials_____

6. Intentionally omitted.

7. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

8. Intentionally omitted.

9. City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9 and 10 and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by City or any third party.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City upon transfer of the website to the production server ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor

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City's Initials _____

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will create a backup of the website on the date of Completion. If any Warranted Problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon City's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages during the effective period of this Agreement. Contractor must obtain the City's written approval prior to modifying any City supplied images, data, information and other items in connection with the services provided herein.

16. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. Intentionally omitted.

19. Contractor will defend, hold harmless and indemnify City from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's

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City's Initials _____

Contractor's Initials _____

negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. Intentionally omitted.

21. Estimated times are included for convenience. Actual times will vary depending on City interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Texas. Any cause of action of City with respect to the services provided hereunder must be instituted within two (2) years after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Intentionally omitted.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

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31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack not arising from or in connection with Contractor's negligence or willful misconduct; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

Commented [KB1]: Please review.

Commented [BC2R1]: Acceptable.

32. In the case of any conflict between the Terms and Conditions, Quote, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Quote.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

35. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

36. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) City:

City of Bay City, Texas
1901 5th Street
Bay City, TX 77414
ATTN: Mayor Mark A. Bricker
mayor@cityofbaycity.org
Fax: (979) 323-1626
cc: IT Manager
it@cityofbaycity.org

(b) Contractor:

Vision Internet Providers, Inc.
2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Steven Chapin
Cc: Rose De Vries
Fax: (310) 656-3103

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City's Initials_____

Contractor's Initials_____

Attachment: Bay City TX - Development 2kb-Final (1520 : Approve Contract Vision Internet)

CITY OF BAY CITY

DATE:_____

By:_____
Mark A. Bricker, Mayor

VISION INTERNET PROVIDERS, INC.

DATE:_____

By:_____
STEVEN CHAPIN Title: President

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City’s Initials_____

Contractor’s Initials_____

Attachment: Bay City TX - Development 2kb-Final (1520 : Approve Contract Vision Internet)

**visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions**

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF BAY CITY, TEXAS (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

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Vision Internet's Initials _____

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

2. **Fees**

Rate: \$7,800 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, fees to any third party vendors if applicable, and websites exceeding 10GB of storage. Websites exceeding 10GB of storage shall be subject to a monthly fee of \$50 per 5GB increment. Maintenance work is considered Extra Work as defined herein. Calls outside of Business Hours not deemed an emergency as defined above will be

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subject to a minimum fee of \$135.

3. Term

Subject to annual appropriations by City Council, the Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, if City Council appropriated funds for that year; and unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by five percent (5%) per year, for each annual renewal term extending the term hereof.

Commented [KB1]: Please ensure this is determined before the project is completed, and before every year, so we can know certain how the website will be visible to the public.

Commented [BC2R1]: Ok.

4. Subscription Services Website Usage

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable

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Client's Initials _____

Vision Internet's Initials _____

Attachment: Bay City TX - visionLive 2kb-Final (1520 : Approve Contract Vision Internet)

to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, RSS Feeds, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. ~~VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER. Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third party applications and software used by Client. Except in cases of intentional or willful destruction of Client's property by Vision Internet, in~~ no event, at any other time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or indirect, incidental, special, or consequential damages, however caused.

Commented [KB3]: Okay, subject to modification below.

Commented [BC4]: Changes acceptable.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

6. Indemnification

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Client's Initials _____

Vision Internet's Initials _____

(a) Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b) [Intentionally omitted.](#)

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) Any Misuse of Vision Internet resources that disrupts Vision Internet's business.
- (b) The Client's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property

This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement ("Documents & Data"), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

10. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

5

Client's Initials _____

Vision Internet's Initials _____

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Texas. Any cause of action of the Client with respect to the services provided hereunder must be instituted within two (2) years after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Matagorda.

(e) Intentionally omitted.

(f) Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g) With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h) The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

(i) Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

6

Client's Initials _____

Vision Internet's Initials _____

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of Bay City, Texas
 1901 5th Street
 Bay City, TX 77414
 ATTN: Mayor Mark A. Bricker
mayor@cityofbaycity.org
 Fax: (979) 323-1626
 cc: IT Manager
it@cityofbaycity.org

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor
 Santa Monica, California 90403
 Attn: Steven Chapin
 Cc: Rose De Vries
 Fax: (310) 656-3103

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

CITY OF BAY CITY

DATE: _____ By: _____
 Mark A. Bricker, Mayor

VISION INTERNET PROVIDERS, INC.

DATE: _____ By: _____
 STEVEN CHAPIN Title: President

Addendum 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior

7

Client's Initials _____

Vision Internet's Initials _____

agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Business Submissions
- In-page Content Editing
- Job Application Manager

8

Client's Initials _____

Vision Internet's Initials _____

- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Event Registrations
- Event Submissions
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- Job Posts
- Online Polls
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Single Sign On
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Google Translation Integration
- Site Search (Searchblox)
- Responsive Design with visionMobile™

2. Customizations

The following are customizations provided in Client's project:

- None.

9

Client's Initials _____

Vision Internet's Initials _____



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Property
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1516

DISCUSSION ITEM (ID # 1516)

CITY COUNCIL SHALL CONVENE IN CLOSED SESSION TO CONSULT WITH THE CITY ATTORNEY REGARDING LEGAL ISSUES AND TO DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH TENARIS/MAVERICK TUBE CORPORATION RELATING TO THE INCENTIVE AGREEMENTS BETWEEN THE PARTIES PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.087.



City Council
1901 5Th Street
Bay City, TX 77414

TABLED

AGENDA ITEM (ID # 1511)

Meeting: 06/12/14 07:00 PM
Department: Finance
Category: Bond
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1511

Executive Session - 2014 CO's City Council shall convene in closed session to consult with the City Attorney and Bond Counsel regarding legal issues related to the City's post issuance disclosure requirements for long term debt issued by the City in accordance with Texas Government Code Section 551.071(2).



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1515

AGENDA ITEM (ID # 1515)

**DISCUSS, CONSIDER, AND/OR TAKE POSSIBLE ACTION ON
A PROPOSAL TO APPROVE THE TENARIS 380 AGREEMENT
AS PRESENTED AT THE LAST CITY COUNCIL MEETING OR
AS SUBSEQUENTLY AMENDED**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	Steven Johnson, Councilman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1512)

Meeting: 06/12/14 07:00 PM
Department: Finance
Category: Bond
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1512

Postpone sale of 2014 Certificates of Obligation City Council shall reconvene from executive session and consider action to postpone the sale of the City's Tax and Revenue Certificates of Obligation, Series 2014 until June 26, 2014.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Appointment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1503

DISCUSSION ITEM (ID # 1503)

SWEARING-IN OF RE-ELECTED COUNCIL MEMBERS JULIE ESTLINBAUM AND WILLIAM CORNMAN.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Proclamation
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1518

DISCUSSION ITEM (ID # 1518)

PRESENTATION OF PROCLAMATION FOR MYASTHENIA GRAVIS AWARENESS MONTH.

PROCLAMATION
OFFICE OF THE MAYOR
BAY CITY, TEXAS

WHEREAS, Myasthenia Gravis, meaning serious muscle weakness, is an autoimmune neuromuscular disease affecting the voluntary muscles of the body; and,

WHEREAS, those who are afflicted with this disease have nerves that cannot communicate with their muscles, resulting in symptoms such as drooping eyelids, blurred vision, slurred speech, difficulties in swallowing or breathing, and limb weakness; and,

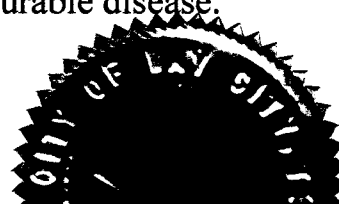
WHEREAS, medical science has not yet been able to discover the cause or a cure for Myasthenia Gravis, however great promise lies in continued research and increased public awareness of this serious and widespread disease; and,

WHEREAS, the Myasthenia Gravis Foundation seeks to draw attention to this affliction and to help patients get the assistance they need for prompt diagnosis and ongoing medical treatment;

NOW, THEREFORE, I, Mark Bricker, Mayor of the City of Bay City, do hereby proclaim June 2014 as:

Myasthenia Gravis Awareness Month

in Bay City, Texas, and urge all residents to join with me, during the period, in an attempt to focus attention on the need for education, treatment, research, and ultimately a cure for this as yet incurable disease.





City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Property
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1404

DISCUSSION ITEM (ID # 1404)

**PUBLIC HEARING ON THE PROPOSED ANNEXATION OF
APPROXIMATELY 12 PLATTED LOTS WITHIN THE MOORE
ESTATES SUBDIVISION GENERALLY LOCATED SOUTH OF
2ND STREET AND WEST OF MOORE AVENUE.**



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Amendment
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:

DOC ID: 1502

ADOPTED

AGENDA ITEM (ID # 1502)

**CONSIDER AND/OR APPROVE THE REIMBURSEMENT OF
MADAN JOSHI IN THE AMOUNT OF APPROXIMATELY \$2,600
FOR REIMBURSEMENT OF REPAIRS DUE TO CITY SEWER
LINES.**

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

April 24, 2014

Mr. Madan Joshi
4812 Marlin Drive
Bay City, TX 77414

RE: Fund Member : City of Bay City
Claimant : Madan Joshi
DOL : 4/14/14
TML Claim # : TML 1400209336

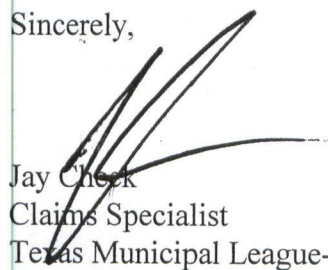
Dear Mr. Joshi:

This letter is in regard to the claim that you have made against the City of Bay City for the above-referenced incident.

Based on the facts revealed in our investigation, we have concluded that the damages you are alleging were not caused by any wrongful act, omission or negligence on the part of the City of Bay City or any of its employees. For this reason, we must respectfully deny this claim in its entirety.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Jay Check
Claims Specialist
Texas Municipal League-IRP

cc: City of Bay City
Attn: Ms. Starla Justice
1901 5th Street
Bay City, TX 77414

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

CLAIMS NOTICE

POOL MEMBER:

CITY OF BAY CITY

MEMBER ADDRESS:

1901 5TH STREET, BAY CITY, TX 77414

RECEIVED
MAR 04 2014
BY: *R. Uley*

☐ LIABILITY ☒ PROPERTY

PLEASE ATTACH MEMBERS NOTICE OF CLAIM ORDINANCE OR PROVISION AND ANY WRITTEN NOTICE RECEIVED FROM CLAIMANT.		DATE OF NOTICE TO FUND MEMBER	CONTRACT NUMBER	COVERAGE EFFECTIVE DATE	POOL MEMBER'S CONTACT PHONE NUMBER
DATE & TIME OF ACCIDENT OR LOSS 1/14/2014 @ 20:00 ☐ AM ☒ PM		LOCATION OF ACCIDENT OR LOSS BAY CITY 4812 Marlin DR. TX 77414		POLICE INVESTIGATION? ☐ YES ☒ NO ATTACH REPORT	
DESCRIPTION OF ACCIDENT OR LOSS Water backed up inside the both bathrooms thru the toilets. Blockage was found at the 5" city Drain pipe. CITY WORKERS REPAIR the Drains.					
DESCRIBE DAMAGE TO POOL MEMBER'S PROPERTY None.					
POOL MEMBER'S VEHICLE, YEAR, MAKE		MODEL	VEHICLE IDENTIFICATION NUMBER		LICENSE PLATE NUMBER
ANY OTHER COVERAGE FOR THIS CLAIM ☐ YES ☐ NO		INSURANCE COMPANY		POLICY NUMBER	
NAME OF POOL MEMBER'S DRIVER		AGE	ADDRESS		HOME PHONE NUMBER
MEMBER'S DRIVER TITLE OR POSITION		MEMBER VEHICLE USED WITH MEMBER'S PERMISSION ☐ YES ☐ NO		REPAIR ESTIMATE ☐ YES ☐ NO	AMOUNT OF ESTIMATE
DEPARTMENT		DEPARTMENT HEAD		SUPERVISOR OFFICE PHONE/EXTENSION	
CLAIMANT NAME MADAN JOSHI		ADDRESS 4812 MARLIN DR. BAY CITY, TX 77414		PHONE (760) 583-5070	
ADDITIONAL CLAIMANT NAME N/A		ADDRESS N/A		PHONE N/A	
CLAIMANT AUTO: MAKE, YEAR, PLATE NO.		CAR OR PROPERTY INSURED? ☐ YES ☐ NO		COMPANY OR AGENCY NAME & POLICY NUMBER J&C Plumbing Co.	
LOCATION OF CLAIMANT'S VEHICLE		REPAIR ESTIMATE ☒ YES ☐ NO		AMOUNT OF CLAIMANT ESTIMATE \$2600.00	
NAME OF INJURED		ADDRESS		PHONE NUMBER EXTENT OF INJURY	
CLAIMANT OCCUPATION Maint. Planner		CLAIMANT EMPLOYER STP NOC		CLAIMANT RELATED TO POOL MEMBER EMPLOYEE? ☐ YES ☒ NO	
NAME OF WITNESS Rogelio SOTO		ADDRESS 4812 Marlin Dr.		PHONE NUMBER (479) 557-6241	
ADDITIONAL WITNESS MARK Morrison		ADDRESS 4812 MARLIN DR		PHONE NUMBER (760) 716-4134	
*SUGGESTION - IF CAMERA AVAILABLE, PLEASE TAKE SCENE PHOTOS					
MEMBER SPECIAL REQUESTS Reimbursement of repairs cause by city sewer line, Refer to line item #7 Feb. 27, 2014 city concil Agenda (attached).					
PLEASE ATTACH MEMBER REPORTS					

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

**NOTE: Two (2) written estimates are needed at the time of submission.

Page 1 OF 10

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Madan Joshi
 4812 Marlin Drive
 Bay city, TX 77414
 Cell (760) 583-5070
 Work: (361)972-8980
 Email: joshimk51@gmail.com

Drains Clogged:

- 1.1 Tuesday Jan 14, 2014 around 20.00 pm water backed up inside the both bathrooms thru the toilets.
- 1.2 Thru the yellow pages, call J & C Plumbing Company (979)345-2595
- 1.3 Ryan & his co-worker arrived around 21:30 pm
- 1.4 It was dark and cold night, After an hour they found drain pipe
- 1.5 Drill the hole in pipe, water was drained .
- 1.6 They came next day with camera equipment, Noticed some blockage.
- 1.7 Few days later, They started digging to exposed the drain Pipe.
- 1.8 My house and My neighbors houses 3.0" drains Gogs to a 5.0" common header To city drain
- 1.9 Clog was at the city drain , Plumber call the city to unclog the drain.
- 1.10 New connections to drain.
- 1.11 Requesting my money to be recovered.

2. Lots of Fresh water leaking upstream of the Meter. Water Dept. notified about 3 weeks ago. There is order out to fix the leak. Need to verify this gets done to save water.

Thanks-you

Madan Joshi
 Madan Joshi

2/27/14

*** ON Thursday 01/30/2014 @ 13²⁰
 called & left the message to
 Barry Colhoun @ (979) 245-2322
 As of now, No Response.*

Page 2 OF 10

J & C PLUMBING COMPANY

34776 FM 1301
WEST COLUMBIA, TEXAS 77486
(979) 345-2595
James Potts
Master Plumber's Lic. #M13134

JOB IN 7.4.a

23704

CUSTOMERS ORDER NO.		DATE ORDERED 11/4/13	
ORDER TAKEN BY		DATE PROMISED ☐ A.M. ☐ P.M.	
BILL TO	ADDRESS		PHONE
	4812 Marlin Dr.		760-582-5
CITY	Bay city TX		MECHANIC Byan
JOB NAME AND LOCATION			HELPER
DESCRIPTION OF WORK			☐ DAY WORK ☐ CONTRACT ☐ EXTRA
Unstop sewer, install clean out.			

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
#1	two way clean out		72.50
1	Female adapts & plug		9.50
2	4" wide body duckhead	10.50	21.00
2'	4" pipe	3.00	6.00
Pd ck #5843			
Thank you!			
			635.51
	Discount -		63.00
	1/2 down for sewer repair		572.51
	2,000 whole job.		1,000.00
	Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, Texas 78765 (512) 458-2145 If Not Paid Within 30 Days, 10% Late Charge.		1,572.51
HOURS	LABOR	AMOUNT	
3	MECHANICS regular @ 20		TOTAL MATERIALS 79.00
2	HELPERS ot @ \$75		TOTAL LABOR 540.00
	trip & change		10.00
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX 6.51
SIGNATURE	DATE COMPLETED	TOTAL	
James Potts	01/14/14		

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

J & C PLUMBING COMPANY

34776 FM 1301
WEST COLUMBIA, TEXAS 77486
(979) 345-2595
James Potts
Master Plumber's Lic. #M13134

JOB IN 7.4.a

23746

CUSTOMERS ORDER NO.		DATE ORDERED	
ORDER TAKEN BY		DATE PROMISED ☐ A.M. ☐ P.M.	
BILL TO		PHONE	
ADDRESS		MECHANIC	
CITY		HELPER	
JOB NAME AND LOCATION		☐ DAY WORK	
DESCRIPTION OF WORK		☐ CONTRACT	
		☐ EXTRA	

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Comp. of sewer repair		
	remainder of payment		
	\$1,000		
Total \$2600.00			
(\$1600 for clean out)			
Check # 5847			
Thank You			
Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, Texas 78765 (512) 458-2145 If Not Paid Within 30 Days, 10% Late Charge			
HOURS	LABOR	AMOUNT	TOTAL
	MECHANICS @		TOTAL MATERIALS
	HELPERS @		TOTAL LABOR
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX
SIGNATURE		DATE COMPLETED	TOTAL

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)







PAGE 7 OF 10







BAY CITY

AGENDA • FEBRUARY 27, 2014

Council Chambers

Regular Meeting

7:00 PM

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

Mark Bricker

Councilwoman

Chrystal Folse

Councilman

Steven Johnson

Mayor Pro-Tem

Carolyn Thames

Councilwoman

Julie Estlinbaum

Councilman

William Cornman

Phrase or additional picture or information here

⊛ Attachment, Ref. # 7

M. Toshi
3/4/14

February 27, 2014

City Council

Agenda

3. Amendment CONSIDER AND/OR APPROVE AN ORDINANCE ESTABLISHING A FRANCHISE FOR USE OF CITY STREETS FOR PURPOSES OF CONDUCTING NON CONSENT TOWING SERVICES; ESTABLISHING NON CONSENT TOWING FEES; AND ESTABLISHING ADDITIONAL PROVISIONS RELATING TO NON-EXCLUSIVE FRANCHISE AGREEMENTS FOR TOWING SERVICE PROVIDERS ON A ROTATIONAL BASIS.

Captain Christella Rodrguez

4. RFP CONSIDER AND/OR APPROVE PUBLIC WORKS STAFF TO PREPARE REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS AND TO ADVERTISE TO FORMALLY SOLICIT BIDS TO HIRE ADDITIONAL ENGINEERING PROFESSIONAL FIRMS TO DESIGN FUTURE PROJECTS WITHIN THE CITY OF BAY CITY.

Barry Calhoun, Director of Public Works

5. RFP CONSIDER AND/OR APPROVE AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS FOR PROJECT ADMINISTRATIVE SERVICES TO BE PERFORMED IN ASSOCIATION WITH THE 2013 CDBG GRANT TO CONVERT DOWNTOWN SIDEWALKS FROM TILE TO BRICK PAVERS.

Barry Calhoun, Director of Public Works

6. RFP AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS FOR PROJECT AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES TO BE PERFORMED IN ASSOCIATION WITH THE 2013 CDBG GRANT TO CONVERT DOWNTOWN SIDEWALKS FROM TILE TO BRICK PAVERS.

Barry Calhoun, Director of Public Works

7. Report DISCUSS POSSIBLE REIMBURSEMENT OF CITIZEN FOR COST INCURRED IDENTIFYING BUSTED CITY SEWER LINE.

Councilwoman Chrystal Folse

8. Report UPDATE ON THE PLANNING, FINANCING, AND DESIGN COMPONENTS OF A ROAD IMPROVEMENT PLAN FOR CITY STREETS AND ROADS.

9. Report DISCUSS THE ROLE, VISION, AND EXPECTATIONS OF THE PLANNING COMMISSION.

Mayor Mark A. Bricker

10. Agreement CONSIDER AND/OR APPROVE AN ORDINANCE ORDERING A GENERAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF BAY CITY, TEXAS, ON SATURDAY, MAY 10, 2014, FOR THE PURPOSES OF ELECTING TWO (2) CITY COUNCIL MEMBERS FOR SAID CITY, AND APPOINTING ELECTION JUDGES; DESIGNATING THE DATE FOR A RUNOFF ELECTION IF NEEDED; REPEALING ALL OR PART OF ORDINANCES AND RESOLUTIONS WHICH CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.

Rhonda Clegg, City Secretary

11. Agreement CONSIDER AND/OR APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY FOR THE USE OF A DIRECT RECORDING ELECTRONIC (DRE) EQUIPMENT.

Rhonda Clegg, City Secretary

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

This is to certify that the above notice of a Workshop Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on Monday, February 24, 2014 before 7:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

Rhonda Clegg
City Secretary

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Starla Justice

From: Starla Justice
Sent: Wednesday, April 09, 2014 3:35 PM
To: 'MSherburne@cl-na.com'
Subject: FW: 4812 Marlin
Attachments: Answering Service Calls 011314 to 011914.pdf

-----Original Message-----

From: Krystal Mason
Sent: Wednesday, April 09, 2014 3:21 PM
To: Starla Justice
Subject: 4812 Marlin

Starla,

I have researched all of my answering service calls from January 2014 to the present. I have not found any call outs for 4812 Marlin. I have attached the answering services calls for the period of January 13, 2014 to January 19, 2014.

Please let me know if you need anything further for this address. I will get the information for 1103 Sailfish to you tomorrow.

Krystal

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

J & C PLUMBING COMPANY

34776 FM 1301
WEST COLUMBIA, TEXAS 77486
(979) 345-2595

James Potts
Master Plumber's Lic. #M13134

JOB INVOICE

23704

CUSTOMERS ORDER NO.		DATE ORDERED 11/4/13
ORDER TAKEN BY		DATE PROMISED ☐ A.M. ☐ P.M.
BILL TO <i>Madan</i>		PHONE 760-582-5070
ADDRESS 4812 Maple Dr.		MECHANIC <i>Ryan</i>
CITY Bay city TX		HELPER
JOB NAME AND LOCATION		☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK Unstop sewer, back it clean out.		

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
1	two way clean out		72.50
1	Female adapter & plug		9.50
2	4" wide body muskypads	10.50	21.00
2'	4" pipe	3.00	6.00
Pd ck #5843			
Thank you!			
			635.50
	Discount -		63.00
	1/2 down for sewer repair		572.50
	2,000 whole job.		1,000.00
	Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, Texas 78765 (512) 458-2145		1,572.50
	If Not Paid Within 30 Days, 10% Late Charge.		1,572.50
HOURS	LABOR	AMOUNT	TOTAL
3	MECHANICS <i>regula @ 20</i>		TOTAL MATERIALS 79.00
2	HELPERS <i>ot @ 175</i>		TOTAL LABOR 540.00
	<i>trip & charge</i>		10.00
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX 6.51
SIGNATURE <i>Madan Jothi</i>	DATE COMPLETED 01/14/14	TOTAL	

J & C PLUMBING COMPANY

34776 FM 1301
WEST COLUMBIA, TEXAS 77486
(979) 345-2595
James Potts
Master Plumber's Lic. #M13134

JOB INVOICE

23746

CUSTOMERS ORDER NO.		DATE ORDERED	
ORDER TAKEN BY		DATE PROMISED ☐ A.M. ☐ P.M.	
BILL TO		PHONE	
ADDRESS		MECHANIC	
CITY		HELPER	
JOB NAME AND LOCATION		☐ DAY WORK	
DESCRIPTION OF WORK		☐ CONTRACT	
		☐ EXTRA	

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Comp. of sewer repair		
	remainder of payment		
	1,000		

Total \$2600⁰⁰ (\$1600 for clean out)

Check # 5847

Thank You!

Texas State Board of Plumbing Examiners
P.O. Box 4200 Austin, Texas 78766
(512) 456-2145

If Not Paid Within 30 Days, 10% Late Charge

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		TOTAL LABOR
	HELPERS @		
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL LABOR	TAX
SIGNATURE		DATE COMPLETED	TOTAL

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Starla Justice

From: Marla Jasek
Sent: Thursday, May 15, 2014 9:03 AM
To: Starla Justice
Subject: RE: 4812 Marlin

If Mr. or Mrs. Joshi did contact the City, then there would be a work order for it. I double checked with Krystle and she said she provided you everything we had in Incode for this address as well as the information from the answering service. I am not aware of any other contact the Joshi's would have had with the city.

Do you have a copy of the letter from Mr. Madan Joshi to Barry dated 2/27/14? If not, let me know and I will scan it and send it to you.

From: Starla Justice
Sent: Thursday, May 15, 2014 7:55 AM
To: Marla Jasek
Cc: Phill Conner
Subject: 4812 Marlin

Marla,

I have been asked by Phill to collect all information concerning a sewer back up at 4812 Marlin on or around 01/14/14. I have received work orders for that time period from Krystal and have requested any information the WWTP might have on it. Ricky's response was that he didn't know anything about it and was too busy to check into it. I am trying to determine if Mr. or Mrs. Joshi ever contacted the City prior to having the City's line cleaned out.

Thanks

Starla Justice
City of Bay City
979-323-1133

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Starla Justice

From: Ricky Clinton
Sent: Wednesday, May 14, 2014 4:17 PM
To: Starla Justice
Subject: RE: 4812 Marlin

I have no knowledge of this

From: Starla Justice
Sent: Wednesday, May 14, 2014 3:37 PM
To: Ricky Clinton
Subject: RE: 4812 Marlin

Ricky, I need to determine if we went out to 4812 Marlin or if they hired a plumber to clean out the city's lines.

From: Ricky Clinton
Sent: Wednesday, May 14, 2014 3:24 PM
To: Starla Justice
Subject: RE: 4812 Marlin

I'm buried under down here. Maybe someone up there can.

From: Starla Justice
Sent: Wednesday, May 14, 2014 9:19 AM
To: Ricky Clinton
Subject: RE: 4812 Marlin

Can we check into it?

From: Ricky Clinton
Sent: Tuesday, May 13, 2014 5:05 PM
To: Starla Justice
Subject: RE: 4812 Marlin

Don't know anything about that one.

From: Starla Justice
Sent: Tuesday, May 13, 2014 9:28 AM
To: Ricky Clinton
Cc: Phill Conner
Subject: 4812 Marlin

Ricky,

I need any info you can give me on a sewer back up at 4812 Marlin on or about 01/14/14 for a Mr. or Ms. Joshi.

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Thank you,

Starla Justice
City of Bay City
979-323-1133

7.4.a

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

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Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Thank you,

7.4.a

Starla Justice
City of Bay City
979-323-1133

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	Street #	Street	Unit	Intersection
Premises	4800	MARLIN		
Premises	4802	MARLIN		
Premises	4802	MARLIN		
Premises	4804	MARLIN		
Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		

Incident Code Resolution Date Filter

* - All * - All Incidents Property Block Street None Contact

Incident Code	Property	Street #	Street	Status	VEAN	RON	1	7/09/09	Utility	Resolve: 7/10/09 TASK RESOLVED
147980	A10 WTR	4800	MARLIN	Closed						
15369015	A10 WTR	4800	MARLIN	Closed				6/18/12	Utility	Resolve: 6/19/12 TASK RESOLVED
15378526	M40 BACK	4800	MARLIN	Active				1/16/14	Public Works	Next Task: 1/30/14 RESOLVE TASK

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Property Type Street # Street Unit Intersection

Premises 4800 MARLIN
 Premises 4802 MARLIN
 Premises 4802 MARLIN
 Premises 4804 MARLIN
 Premises 4804 MARLIN
 Premises 4806 MARLIN
 Premises 4806 MARLIN
 Premises 4808 MARLIN

Incident Code Resolution Date Filter

*-All *-All Incidents Property Block Street None Contact

Incident Code	Property Type	Street #	Street	Unit	Intersection	Resolution Date	Resolution Status	Resolution Description
15368082	1-E10 SWR	4802	MARLIN			4/19/12	Utility	Resolve: 4/19/12 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Last Name First Name

Property Type	Street #	Street	Unit	Intersection
Premises	4800	MARLIN		
Premises	4802	MARLIN		
Premises	4802	MARLIN		
Premises	4804	MARLIN		
Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		

Incident Code
 Resolution Date
 Filter ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Property Type	Street #	Street	Unit	Intersection

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN
Premises	4802	MARLIN
Premises	4802	MARLIN
Premises	4804	MARLIN
Premises	4804	MARLIN
Premises	4806	MARLIN
Premises	4806	MARLIN
Premises	4808	MARLIN

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

149030	1-E10 SWR	4804 MARLIN	Closed	BRYANT, LUI	1	10/14/09	Utility	Resolve: 10/14/09 TASK RESOLVED
149032	E50 SWR CI	4804 MARLIN	Closed	GONZALES, I	1	10/15/09	Utility	Resolve: 12/09/09 TASK RESOLVED
149360	D20 BACKFI	4804 MARLIN	Closed	VE'AN, RON	1	11/09/09	Utility	Resolve: 2/12/10 TASK RESOLVED
1490320	E65 SWR B	4804 MARLIN	Closed	GONZALES, I	1	10/15/09	Utility	Resolve: 12/09/09 TASK RESOLVED
15371863	1-B10 WTR	4804 MARLIN	Closed		1	10/31/12	Utility	Resolve: 11/01/12 TASK RESOLVED
15373130	1-E10 SWR	4804 MARLIN	Closed		1	1/23/13	Utility	Resolve: 1/23/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Individual Last Name First Name

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Property Type	Street #	Street	Unit	Intersection
Premises	4800	MARLIN		
Premises	4802	MARLIN		
Premises	4802	MARLIN		
Premises	4804	MARLIN		
Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		

Advanced
 BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents
☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Resolution Date	Filter

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN
Premises	4802	MARLIN
Premises	4802	MARLIN
Premises	4804	MARLIN
Premises	4804	MARLIN
Premises	4806	MARLIN
Premises	4806	MARLIN
Premises	4808	MARLIN

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

147379	1-E10 SWR	4806 MARLIN	Closed	SMITH, FLOY	1	5/08/09	Utility	Resolve: 5/08/09 TASK RESOLVED
147395	1-E10 SWR	4806 MARLIN	Closed	SMITH, FLOY	1	5/11/09	Utility	Resolve: 5/11/09 TASK RESOLVED
15361913	1-E10 SWR	4806 MARLIN	Closed		1	2/10/11	Utility	Resolve: 2/10/11 TASK RESOLVED
15365682	1-E10 SWR	4806 MARLIN	Closed		1	10/24/11	Utility	Resolve: 10/24/11 TASK RESOLVED

New Task View Task Resolve Task

New Incident Edit Incident Associate

kmason



	Last Name	First Name
Individual ▼		

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Advanced

AGED - Age Flag

Property Type	Street #	Street	Unit	Intersection
All		MARLIN		

[illegible]

Advanced

BLK - Block

Incident Code Resolution Date Filter

* All * All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

[illegible]

New York

New York

Reserve Task

New Incident

Edit incident

Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual
 Last Name First Name

☐

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Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

☐ * - All

Premises	4800	MARLIN		
Premises	4802	MARLIN		
Premises	4802	MARLIN		
Premises	4804	MARLIN		
Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		

Advanced
 BLK - Block

Incident Code Resolution Date Filter

☐ * - All

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

15372594	1-E10 SWR	4808 MARLIN	Closed	1	12/12/12	Utility	Resolve: 12/13/12 TASK RESOLVED
15372599	1-A10 WTR	4808 MARLIN	Closed	1	12/13/12	Utility	Resolve: 12/13/12 TASK RESOLVED
15374516	1-E10 SWR	4808 MARLIN	Closed	1	4/19/13	Utility	Resolve: 4/19/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4802	MARLIN			
Premises	4802	MARLIN			
Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

152768	1-E10 WTR	4810 MARLIN	Closed	GIPSON, MIK	1	7/16/10 Utility	Resolve: 7/30/10 TASK RESOLVED
15361081	1-E10 SWR	4810 MARLIN	Closed		1	1/29/10 Utility	Resolve: 12/09/10 TASK RESOLVED
15372781	1-E10 SWR	4810 MARLIN	Closed		1	1/02/13 Utility	Resolve: 1/02/13 TASK RESOLVED
15373660	1-E10 SWR	4810 MARLIN	Closed		1	2/27/13 Utility	Resolve: 2/28/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4802	MARLIN			
Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

15385275	1-E10 SWR	4812 MARLIN	Closed	1	12/06/11	Utility	Resolve: 11/06/11 TASK RESOLVED
15378572	1-E10 SWR	4812 MARLIN	Closed	1	1/21/14	Utility	Resolve: 1/21/14 TASK RESOLVED
15378758	1-A10 WTR	4812 MARLIN	Active	1	1/31/14	Utility	Next Task: 2/14/14 RESOLVE TASK

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help



Individual Last Name First Name

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Advanced

AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All

MARLIN

Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		
Premises	4810	MARLIN		
Premises	4810	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		

Advanced

BLK - Block

Incident Code

Resolution Date

Filter

* - All

* - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

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New Task

View Task

Resolve Task

New Incident

Edit Incident

Associate

kmason

Individual Last Name First Name

--	--	--	--

Advanced

AGED - Age Flag

Property Type	Street #	Street	Unit	Intersection
- All		MARLIN		

Premises	4806	MARLIN				
Premises	4806	MARLIN				
Premises	4808	MARLIN				
Premises	4810	MARLIN				
Premises	4810	MARLIN				
Premises	4812	MARLIN				
Premises	4812	MARLIN				
Premises	4812	MARLIN	YARD			

Advanced

BLK - Block

Incident Code Resolution Date Filter ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

[illegible]

New Task

[View Task](#)

Resolve Task

New Incident

End Incident

Associatekmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN	YARD		
Premises	MARLIN & BAYBRIDGE				

Advanced

AGED - Age Flag

Incident Code Resolution Date Filter

* - All * - All Incidents

Property Block Street None Contact

Incident Code	Property	Street	Status	Resolution Date	Resolution
148340	1-A10 WTR	MARLIN & BAYBRIDGE	Closed	8/14/09	Utility
Resolve 8/14/09 TASK RESOLVED					

New Task View Task Resolve Task

New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4808	MARLIN		
Premises	4810	MARLIN		
Premises	4810	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN	YARD	
Premises		MARLIN & BAYRIDGE		
Premises		MARLIN & BAYRIDGE		

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

152252	040	SGN RE MARLIN & BAYRIDGE	Closed	BRINKMAN, E 1	6/01/10	Public Works	Resolve: 6/15/10	TASK RESOLVED
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New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Last Name: First Name:

Individual

Advanced
 AGED - Age Flag

Property Type: Street #: Street: Unit: Intersection:

Property Type	Street #	Street	Unit	Intersection
Premises	4810	MARLIN		
Premises	4810	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN	YARD	
Premises		MARLIN & BAYRIDGE		
Premises		MARLIN & BAYRIDGE		
Premises	4812	MARLIN	4802	

Advanced
 BLK - Block

Incident Code: Resolution Date: Filter: ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Street #	Street	Unit	Intersection	Status	Assigned To	Resolution Date	Resolution Description
148608	520 ST L	4812 MARLIN	4802		Closed	BRINKMAN, P. J.	9/09/09	Public Works Resolve 9/10/09 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN
Premises	4802	MARLIN
Premises	4802	MARLIN
Premises	4804	MARLIN
Premises	4804	MARLIN
Premises	4806	MARLIN
Premises	4806	MARLIN
Premises	4808	MARLIN

Advanced
AGED - Age Flag

Incident Code Resolution Date Filter

* - All * - All Incidents

Property Block Street None Contact

147980	1-A10 WTR	4800 MARLIN	Closed	VEAN RON	1	7/09/09 Utility	Resolve: 7/10/09 TASK RESOLVED
15369015	1-A10 WTR	4800 MARLIN	Closed		1	6/18/12 Utility	Resolve: 6/19/12 TASK RESOLVED
15378526	1-M40 BACK	4800 MARLIN	Active		1	1/6/14 Public Works	Next Task: 1/30/14 RESOLVE TASK

New Task View Task Resolve Task

New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN			
Premises	4802	MARLIN			
Premises	4802	MARLIN			
Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

Property Block Street None Contact

15368082	E10 SWR	4802 MARLIN	Closed	1	4/19/12	Utility	Resolve: 4/19/12 TASK RESOLVED
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New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual Last Name First Name

☐

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Premises 4800 MARLIN
 Premises 4802 MARLIN
 Premises 4802 MARLIN
 Premises 4804 MARLIN
 Premises 4806 MARLIN
 Premises 4806 MARLIN
 Premises 4808 MARLIN

Advanced
 BLK - Block

Incident Code Resolution Date Filter

☐ *- All *- All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN
Premises	4802	MARLIN
Premises	4802	MARLIN
Premises	4804	MARLIN
Premises	4804	MARLIN
Premises	4806	MARLIN
Premises	4806	MARLIN
Premises	4808	MARLIN

Incident Code Resolution Date Filter

* - All * - All Incidents

Property Block Street None Contact

149030	1-E10 SWR	4804 MARLIN	Closed	BRYANT, LUC	1	10/14/09	Utility	Resolve: 10/14/09 TASK RESOLVED
149032	E50 SWR CI	4804 MARLIN	Closed	GONZALES, I	1	10/15/09	Utility	Resolve: 12/09/09 TASK RESOLVED
149360	D20 BACKFI	4804 MARLIN	Closed	VE'AN, RON	1	11/09/09	Utility	Resolve: 2/12/10 TASK RESOLVED
1490320	E65 SWR B	4804 MARLIN	Closed	GONZALES, I	1	10/15/09	Utility	Resolve: 12/09/09 TASK RESOLVED
15371863	1-B10 WTR	4804 MARLIN	Closed		1	10/31/12	Utility	Resolve: 11/01/12 TASK RESOLVED
15373130	1-E10 SWR	4804 MARLIN	Closed		1	1/23/13	Utility	Resolve: 1/23/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual
 Last Name First Name

☐

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All

Premises	4800	MARLIN			
Premises	4802	MARLIN			
Premises	4802	MARLIN			
Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			

Advanced
 BLK - Block

Incident Code Resolution Date Filter
 ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

* - All

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4800	MARLIN
Premises	4802	MARLIN
Premises	4802	MARLIN
Premises	4804	MARLIN
Premises	4804	MARLIN
Premises	4806	MARLIN
Premises	4806	MARLIN
Premises	4808	MARLIN

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

147379	1-E10 SWR	4806 MARLIN	Closed	SMITH, FLOY	1	5/08/09	Utility	Resolve: 5/08/09 TASK RESOLVED
147395	1-E10 SWR	4806 MARLIN	Closed	SMITH, FLOY	1	5/11/09	Utility	Resolve: 5/11/09 TASK RESOLVED
15361913	1-E10 SWR	4806 MARLIN	Closed		1	2/10/11	Utility	Resolve: 2/10/11 TASK RESOLVED
15365682	1-E10 SWR	4806 MARLIN	Closed		1	10/24/11	Utility	Resolve: 10/24/11 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Individual Last Name First Name

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Property Type	Street #	Street	Unit	Intersection
Premises	4800	MARLIN		
Premises	4802	MARLIN		
Premises	4802	MARLIN		
Premises	4804	MARLIN		
Premises	4804	MARLIN		
Premises	4806	MARLIN		
Premises	4806	MARLIN		
Premises	4808	MARLIN		

Advanced
 BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents
☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Resolution Date	Filter

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Individual Last Name First Name

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Premises 4800 MARLIN
 Premises 4802 MARLIN
 Premises 4802 MARLIN
 Premises 4804 MARLIN
 Premises 4804 MARLIN
 Premises 4806 MARLIN
 Premises 4806 MARLIN
 Premises 4808 MARLIN

Advanced
 BLK - Block

Incident Code Resolution Date Filter

☐ All ☐ All Incidents ☐ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Property Type	Street #	Street	Unit	Intersection	Resolution Date	Resolution Status	Resolution Details
15372534	1-E10 SWR	4808	MARLIN			12/12/12	Closed	Resolve: 12/13/12 TASK RESOLVED
15372599	1-A10 WTR	4808	MARLIN			12/13/12	Closed	Resolve: 12/13/12 TASK RESOLVED
15374516	1-E10 SWR	4808	MARLIN			4/19/13	Closed	Resolve: 4/19/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Individual Last Name First Name

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Premises 4802 MARLIN
 Premises 4802 MARLIN
 Premises 4804 MARLIN
 Premises 4804 MARLIN
 Premises 4806 MARLIN
 Premises 4806 MARLIN
 Premises 4808 MARLIN
 Premises 4810 MARLIN

Advanced
 BLK - Block

Incident Code Resolution Date Filter

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Property Type	Street #	Street	Unit	Intersection	Resolution Date	Resolution
152763	1-B10 WTR	4810	MARLIN			Closed	GIPSON, MIK 1 7/18/10 Utility
1536108	1-E10 SWR	4810	MARLIN			Closed	1 1/29/10 Utility ?
1537278	1-E10 SWR	4810	MARLIN			Closed	1 1/02/13 Utility
1537366	1-E10 SWR	4810	MARLIN			Closed	1 2/27/13 Utility

Resolve: 7/30/10 TASK RESOLVED
 Resolve: 12/09/10 TASK RESOLVED
 Resolve: 1/02/13 TASK RESOLVED
 Resolve: 2/28/13 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Individual Last Name First Name

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

Premises 4802 MARLIN
 Premises 4804 MARLIN
 Premises 4804 MARLIN
 Premises 4806 MARLIN
 Premises 4806 MARLIN
 Premises 4808 MARLIN
 Premises 4810 MARLIN
 Premises 4810 MARLIN

Advanced
 BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents
☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All

Premises	4804	MARLIN			
Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

15366275	1-E10 SWR	4812 MARLIN	Closed	1	12/06/11	Utility	Resolve: 11/06/11 TASK RESOLVED
15378572	1-E10 SWR	4812 MARLIN	Closed	1	1/21/14	Utility	Resolve: 1/21/14 TASK RESOLVED
15378758	1-A10 WTR	4812 MARLIN	Active	1	1/31/14	Utility	Next Task: 2/14/14 RESOLVE TASK

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual Last Name First Name

☐

Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

☐ * - All MARLIN

Premises	4804	MARLIN			
Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			

Advanced
 BLK - Block

Incident Code Resolution Date Filter

☐ * - All * - All Incidents
☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

Individual Last Name First Name

Advanced
AGED - Age Flag

Property Type Street # Street Unit Intersection

* - All MARLIN

Premises	4806	MARLIN			
Premises	4806	MARLIN			
Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			

Advanced
BLK - Block

Incident Code Resolution Date Filter

* - All * - All Incidents

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual
 Last Name First Name

☐ Advanced
 AGED - Age Flag

☐ Property Type Street # Street Unit Intersection

Property Type	Street #	Street	Unit	Intersection
Premises	4806	MARLIN		
Premises	4808	MARLIN		
Premises	4810	MARLIN		
Premises	4810	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN	YARD	
Premises	MARLIN & BAYRIDGE			

☐ Advanced
 BLK - Block

☐ Incident Code Resolution Date Filter

☐ * - All ☐ * - All Incidents
 ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

Incident Code	Property Type	Street #	Street	Unit	Intersection	Status	Assigned To	Resolution Date	Resolution Description
149340	1-A10 WTR		MARLIN & BAYRIDGE			Closed	VIZCALLA, LI 1	8/14/09	Utility
									Resolve: 8/14/09 TASK RESOLVED

New Task View Task Resolve Task New Incident Edit Incident Associate

kmason

Take Call

File Edit Options Consoles Reports Administration Help

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

☐ Individual
 Last Name First Name

☐ Advanced
 AGED - Age Flag

Property Type Street # Street Unit Intersection

☐ * - All

Premises	4808	MARLIN			
Premises	4810	MARLIN			
Premises	4810	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			
Premises	4812	MARLIN			
Premises		MARLIN & BAYRIDGE	YARD		
Premises		MARLIN & BAYRIDGE			

☐ Advanced
 BLK - Block

Incident Code Resolution Date Filter

☐ * - All
 ☐ * - All Incidents
 ☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

152252	040 SGN RE	MARLIN & BAYRIDGE	Closed	BRINKMAN, F 1	6/01/10	Public Works	Resolve: 6/15/10 TASK RESOLVED
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New Task View Task Resolve Task

New Incident Edit Incident Associate

kmason

File Edit Options Consoles Reports Administration Help



Individual Last Name First Name

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Advanced

AGED - Age Flag

Property Type Street # Street Unit Intersection

Premises	4810	MARLIN		
Premises	4810	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		
Premises	4812	MARLIN		
Premises		MARLIN & BAYRIDGE	YARD	
Premises		MARLIN & BAYRIDGE		
Premises	4812	MARLIN	4802	

Advanced

BLK - Block

Incident Code

*- All

Resolution Date

*- All Incidents

Filter

☒ Property ☐ Block ☐ Street ☐ None ☐ Contact

148608	1-S20 ST L	4812 MARLIN 4802	Closed	BRINKMAN, F. 1	9/09/09 Public Works	Resolve 9/10/09 TASK RESOLVED
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New Task

View Task

Resolve Task

New Incident

Edit Incident

Associate

kmason

City of Bay City, Texas

Departmental Request

147980

Date Entered: 7/9/2009 Thursday, July 09, 2009Department: Utility

Home Phone

Work Phone

Business:

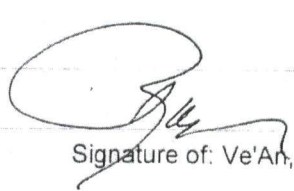
Requested by: Sarah KauffmanLocation: Marlin 4800☐ Mayor/CouncilDate Requested: 7/9/2009 Thursday, July 09, 2009

Date Completed

Comments and/or Special Instructions:

water leak at deadendIssued to: Ve'An, RonJob Code/s and
Description/s A10 Water - Leak

Field Report:

NO WATER LEAK FOUND
Signature of: Ve'An, Ron7-10-09

Date

sdouglas

From: <Support@civicplus.com>

To: <publicworks@cityofbaycity.org>

Cc:

Date: 07/08/09 4:44 PM

Subject: Online Form Submittal: Bay City, Texas - Online Fixit Form

The following form was submitted via your website:

Bay City, Texas - Online Fixit Form

Problem15 : Water Leak

BriefDescription : Water running down the street, possible water leak

LocationOfProblem : 4800 Blk of Marlin Dr. (End of street)

Name : Sarah Kauffman

Address : 1901 5th St

Phone : 245-2322

Email Ad : skauffman@cityofbaycity.org

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15369011

Date Entered	Date Due	Contact:	
6/18/2012	7/02/2012		MARY THOMPSON LATTA
Incident:	1-A10 WTR LEAK	Contact Phone #	
Property	1301 MARLIN CT	Work Phone #	

Assignment
Staff:

Notes:

Duged 6ft deep found 6" water main leaking.
repair with a full circle clamp, by dirt

Same work order 15369015

Completed by: Lino, Dan, David Date: 6-29-12

Printed: 6/18/2012 11:02 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

24
6
1

Utility Departmental Request

Request #: 15369015

Date Entered 6/18/2012	Date Due 7/02/2012	Contact:	
Incident:	1-A10 WTR LEAK	Contact Phone #	
Property	4800 MARLIN	Work Phone #	

**Assignment
Staff:**

Notes:

4800 BLK OF MARLIN, WATER RUNNING DOWN STREET

SAME work order 15369011

Completed by: Lino, David, Dan **Date:** 6-19-12

Printed: 6/18/2012 11:10 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15368082

Date Entered	Date Due	Contact:	
4/19/2012	5/03/2012		MRS. WILEY
Incident:	1-E10 SWR STOP	Contact Phone #	323-9392
Property	4802 MARLIN	Work Phone #	

Assignment
Staff:

9/28 9:15-2

Am, Am,

Notes:

979-323-9896

we located the cleanout, it was full
of water, we ran the hose, 12 FT,
in the service line, we notified
the customer, stop up with paper,

Completed by: Floyd Smith J.S. Date: 4-19-2012

Printed: 4/19/2012 9:10 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15371863

Date Entered 10/31/2012	Date Due 11/14/2012	Contact:	PEDAL VALVES
Incident:	1-B10 WTR MTR LEAK	Contact Phone #	985-785-9997
Property	4804 MARLIN	Work Phone #	

Assignment
Staff:

Notes:

REPORTED BY PEDAL VALVES - CURB STOP IS LEAKING

cutoff 3/4

Completed by: Lino, Jessie, Dan Date: 11-1-12

Printed: 10/31/2012 10:53 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

City of Bay City, Texas

Departmental Request

149030

Date Entered: 10/14/2009 Wednesday, October 14, 2009Department: Utility

Home Phone

Work Phone

Business:

Requested by: Mrs. HudsonLocation: Marlin 4804☐ Mayor/CouncilDate Requested: 10/14/2009 Wednesday, October 14, 2009

Date Completed

Comments and/or Special Instructions:

Issued to: Bryant, EugeneJob Code/s and
Description/s E10 Sewer - Stop

Field Report:

Customer was NOT
stop up. But need to
install a clean out

Eugene & Mike Gypsa
Signature of: Bryant, Eugene

10-14-09
Date

City of Bay City, Texas

Departmental Request

149032

Date Entered: 10/15/2009 Thursday, October 15, 2009

Department: Utility

Home Phone

Work Phone

Business:

Requested by: Mrs. Hudson

Location: Marlin 4804

☐ Mayor/Council

Date Requested: 10/15/2009 Thursday, October 15, 2009

Date Completed

Comments and/or Special Instructions:

Issued to: Ve'An, Ron

Job Code/s and Description/s E50 Sewer - Install Cleanout

E65 Sewer - Install Cleanout Boot

Field Report: deep duged 2ft deep found 4" clean out pvc
raise it to ~~ground~~ level

(need grass)

Mike, Bo, Don

12-8-09

Signature of: Ve'An, Ron

Date

in the front, Marlin Blvd.

Utility Departmental Request

Request #: 15373130

Date Entered	Date Due	Contact:	
1/23/2013	2/06/2013	KAREN HUDSON	
Incident:	1-E10 SWR STOP	Contact Phone #	240-9089
Property	4804 MARLIN	Work Phone #	

Assignment
Staff:

6:05 6:39
P.m. P.m.

Notes:

We located the cleanout, on the city side,
we ran the hose, 8 FT in the service
line. It was stop VP. With paper, we
profitied the Customer.

Completed by: Floyd Smith J.S. Date: 1-23-2013

Printed: 1/23/2013 9:45 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

City of Bay City, Texas

Departmental Request

147579

Date Entered: 5/8/2009 Friday, May 08, 2009Department: UtilityHome Phone () 241-8064

Work Phone

Business:

Requested by: Olivia SanchezLocation: Marlin 4806☐ Mayor/CouncilDate Requested: 5/8/2009 Friday, May 08, 2009

Date Completed

Comments and/or Special Instructions:

Issued to: Smith, FloydJob Code/s and Description/s: E10 Sewer - Stop

Field Report:

2:09 2:48
P.m. P.m.

we located the cleanout. was full of water,
 we ran the hose, 8 FT. in the service line,
 stop up with a lots of paper, the city
 side is OK, we notified the customer,

Floyd Smith R.B.

Signature of: Smith, Floyd

5-8-2009

Date

City of Bay City, Texas

Departmental Request

147395

Date Entered: 5/11/2009 Monday, May 11, 2009Department: UtilityHome Phone () 240-6026

Work Phone

Business:

Requested by: Geneva PerezLocation: Marlin 4806☐ Mayor/CouncilDate Requested: 5/11/2009 Monday, May 11, 2009

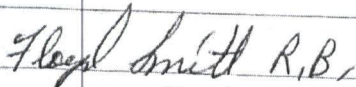
Date Completed

Comments and/or Special Instructions:

Issued to: Smith, FloydJob Code/s and Description/s E10 Sewer - Stop

Field Report:

we located the cleanout, was full of water,
we ran the hose, 12 FT. in the service
line, was stop with grease and paper,
the service line is run, in the front
of the house, we notified the customer.



Signature of: Smith, Floyd

5-11-2009

Date

Utility Departmental Request

Request #: 15372594

Date Entered	Date Due	Contact:	
12/12/2012	12/26/2012		ROLAND VILLARREAL
Incident:	1-E10 SWR STOP	Contact Phone #	244-2563
Property	4808 MARLIN	Work Phone #	

Assignment
Staff:

5:20 7:40

P.m, P.m,

Notes:

we located the cleanout, was full of water.
we ran the hose to the main line, was
stop with a lots of paper, we notified
the customer.

Completed by: Floyd Smith J.S.

Date: 12-13-2012

DR Boy

Printed: 12/12/2012 3:58 PM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15372599

Date Entered	Date Due	Contact:	ROLAND VILLARREAL
12/13/2012	12/27/2012	Contact Phone #	
Incident:	1-A10 WTR LEAK	Work Phone #	
Property	4808 MARLIN		

**Assignment
Staff:**

10:05 T, 39

P.m. - P.m.

Notes:

We located the water leak, we replace
the service line. 3 FT. of pipe, on the
plumber side.

Completed by: Floyd Smith J.S. Date: 12-13-2012

Dr. Bay

Printed: 12/13/2012 9:13 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15374516

Date Entered 4/19/2013	Date Due 5/03/2013	Contact:	
Incident:	1-E10 SWR STOP	Contact Phone #	
Property	4808 MARLIN	Work Phone #	

Assignment
Staff:

2:15 2:49 *Delid J. S.*
P.M. P.M.

Notes:

244-2563

*we located the service line. it was stop
at the main line, with a lots of paper,
we ran the hose 8 F.T. in the service line,
city side is OK.*

Completed by: *Ray Smith J.S.* Date: *4-19-2013*

Printed: 4/19/2013 9:46 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

207102059

City of Bay City, Texas

Departmental Request

152768

Date Entered: 7/16/2010 Friday, July 16, 2010

Department: Utility

Home Phone () 244-2936

Work Phone

Business:

Requested by: Michael Luera

Location: Marlin 4810

☐ Mayor/Council

Date Requested 7/26/2010 Monday, July 26, 2010

Date Completed

Comments and/or Special Instructions:

Water leak @ meter

Issued to: Ve'An, Ron

Job Code/s and Description/s B10 Water Meter - Leak

Field Report:

Arrive on site found meter leaking
repaired with gasket.

mile, Luis, Jerry

Signature of: Ve'An, Ron

7-30-10
Date

Utility Departmental Request

Request #: 15372781

Date Entered	Date Due	Contact:	
1/02/2013	1/16/2013		MICHAEL LUERA
Incident:	I-E10 SWR STOP	Contact Phone #	244-2936
Property	4810 MARLIN	Work Phone #	

Assignment

Staff:

3:09 3:32

P.m., P.m.,

Notes:

we located cleanout. was not stop up.
it was stop up on the plumber side. we ran
water in the service line. we notified
the customer. city side is OK.

Completed by: Flores Smith LO. Date: 1-2-2013

Printed: 1/2/2013 10:43 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15373660

Date Entered	Date Due	Contact:	
2/27/2013	3/13/2013	Michael Luera	
Incident:		Contact Phone #	
1-E10 SWR STOP		244-2936	
Property		Work Phone #	
4810 MARLIN			

Assignment
Staff:

3:05 3:28 *Salvador*
P.M. P.M.

Notes:

We located the clearest, it was stop at
the main line, we ran the hose,
20 FT in the service line, was stop up
with a lots of paper, we notified the
customer.

Completed by: Floyd Smith JS Date: 2-28-2013

Printed: 2/27/2013 2:36 PM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15366275

Date Entered	Date Due	Contact:	
12/06/2011	12/20/2011		LINDA LEMASTER
Incident:	1-E10 SWR STOP	Contact Phone #	244-9482
Property	4812 MARLIN	Work Phone #	

Assignment
Staff: LUGENE BRYANT

Notes:

Arrived at the job site. Talked to the customer, found the Clean Out. The Clean Out was holding waste water. Ran hose with water in to the sewer line. All the way to the main line and waste was stop was with paper.

Completed by: Lugene Bryant Date: 12-05-11

Printed: 12/6/2011 11:32 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

City of Bay City, Texas

Departmental Request

148340

Date Entered: 8/14/2009 Friday, August 14, 2009Department: Utility

Home Phone

Work Phone

Business:

Requested by: Ron Vean☐ Mayor/CouncilLocation: Marlin & BayridgeDate Requested: 8/14/2009 Friday, August 14, 2009

Date Completed

Comments and/or Special Instructions:

mainline breakIssued to: Ve'An, RonJob Code/s and
Description/s A10 Water - Leak

Field Report:

We dug ~~up~~ ^{stopped} and found 6 inch main line leaking
and we ~~stopped~~ the leak by using a 6 inch full circle clamp
to stop the leak, and backfilled with 8 yards of sand
and needs new grass planted down.

Lino V. Leonard, Eugene B.8-14-09

Signature of: Ve'An, Ron

Date

Utility Departmental Request

Request #: 15378758

Date Entered	Date Due	Contact:	
1/31/2014	2/14/2014		MADAN K JOSHI
Incident:	1-A10 WTR LEAK	Contact Phone #	760-583-5070
Property	4812 MARLIN	Work Phone #	

Assignment
Staff:

Notes:

Completed by: _____ Date: _____

Printed: 3/31/2014 10:37 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)

Utility Departmental Request

Request #: 15378572

Date Entered	Date Due	Contact:	
1/21/2014	2/04/2014		CITIZEN
Incident:	1-E10 SWR STOP	Contact Phone #	
Property	4812 MARLIN	Work Phone #	

**Assignment
Staff:**

Notes:

1/21/14: CLEANED WITH THE JETTER. JERRICK CLARK,
STEPHEN LEVERETT.

PLUMBING CO. ON SITE - EXPOSED SEWER LINE - HAS A
LOT OF ROOTS - PULLED ROOTS - WATER FILLED HOLE FROM
THE CITY SIDE

Completed by: _____ **Date:** _____

Printed: 3/31/2014 10:39 AM

Attachment: 20140612 - Claim Reimbursement (1502 : Claim Reimbursement)



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1498

DISCUSSION ITEM (ID # 1498)

**RECEIVE THIRD QUARTER UPDATE ON CITY OF BAY CITY
HEALTH INSURANCE PLAN.**



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

AGENDA ITEM (ID # 1513)

Meeting: 06/12/14 07:00 PM
Department: Finance
Category: Audit
Prepared By: Phill Conner
Initiator: Phill Conner
Sponsors:
DOC ID: 1513

CONSIDER AND/OR APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AS OF SEPTEMBER 30, 2013.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carolyn Thames, Mayor Pro-Tem
SECONDER:	William Cornman, Councilman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1501

DISCUSSION ITEM (ID # 1501)

**PROVIDE UPDATE ON THE REPAIR AND RECONDITIONING
OF THE KATY WATER STORAGE TANK BUDGETED FOR THE
2013-2014 FISCAL YEAR.**



City Council
1901 5Th Street
Bay City, TX 77414

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Agreement
Prepared By: Cecelia Allen
Initiator: Rhonda Clegg
Sponsors:

DOC ID: 1509

ADOPTED

AGENDA ITEM (ID # 1509)

**CONSIDER AND/OR APPROVE AN ORDINANCE AMENDING
SECTION 2.13 - SOCIAL MEDIA OF THE CITY OF BAY CITY'S
EMPLOYEE GUIDELINES.**

RESULT:	APPROVED [4 TO 1]
MOVER:	Julie Estlinbaum, Councilwoman
SECONDER:	Carolyn Thames, Mayor Pro-Tem
AYES:	Chrystal Folse, Carolyn Thames, Julie Estlinbaum, William Cornman
NAYS:	Steven Johnson

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, AMENDING ORDINANCE NO. 1493, EFFECTIVE FEBRUARY 27, 2014, BY AMENDING THE EMPLOYEE GUIDELINES FOR CITY EMPLOYEES; PROVIDING FOR PUBLICATION OF CHANGE IN THE EMPLOYEE GUIDELINES; PROVIDING FOR A CUMULATIVE AND CONFLICT CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current edition of the City of Bay City Employee Guidelines for City Employees (hereinafter “*Employee Guidelines*”) was adopted on February 27, 2014, by passage of Ordinance No. 1493; and

WHEREAS, staff deemed it appropriate to amend the Social Media Section in the Employee Guidelines:

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

I. EMPLOYEE GUIDELINES AMENDED

The Employee Guidelines adopted on February 27, 2014, by passage of Ordinance No. 1493, and amended on February 27, 2014 by passage of Ordinance No. 1493 is hereby amended which shall read as follows:

2.1 SOCIAL MEDIA

The purpose of the city’s social media presence is to establish a greater level of transparency of city government and services. Build a one-on-one connection that creates an open dialogue with residents and other interested parties, to be able to publish time sensitive information to residents and media quickly. This policy is to establish procedures for the City’s participation in various social media venues and to establish the standards for posting, allowing, or forbidding certain content and commentary on social media sites which include but not limited to Facebook, YouTube, and Twitter. The City’s website will remain the primary avenue for release of information to reach a broader audience and encourage citizen participation. Nothing contained in any social media site constitutes a binding representation, view, position, opinion, agreement or endorsement on behalf of the City of Bay City, Texas.

All Department Heads are responsible for their subordinates’ compliance with the provisions of this policy and for investigating non-compliance.

2.13.1 DEFINITIONS

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

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

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

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

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

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

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

“Link” is short for “hyperlink” which connects a hypertext file to another location or file typically activated by clicking on a highlighted word or icon at a particular location on the screen.

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

“Facebook” Facebook is a free-access social networking website that is operated and privately owned by Facebook, Inc. <http://www.facebook.com/BayCityTX>

“Twitter” Twitter is a free social networking and micro-blogging service that enables its users to send and read other users’ updates known as “tweets” which answer the question “what are you doing?” <http://www.twitter.com/CityofBayCityTX>

“Instagram” is an online mobile photo-sharing, video-sharing and social networking service that enables its users to take pictures and videos, apply digital filters to them, and share them on a variety of social networking services, such as Facebook and Twitter.

2.13.2 GUIDELINES

A. General Regulation of City Social Media Sites

1. All official City presences on social media sites or services are considered an extension of the City's computer information network and are governed by and subject to Section 2.12, City's Computer and Electronic Communication Devices contained in the City's Personnel Guidelines.
2. Respect copyrights and fair use. All postings must comply with applicable federal, state, and local laws, and regulations and retention schedules according to the Texas Local Government Code, Chapters 201 and 205. Records required to be maintained pursuant to the Texas State Library and Archives Commission records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the usual or approved City platforms or tools.
3. Information collected at this site becomes public record that may be subject to inspection and copying by members of the public, unless an exemption in law exists according to the Texas Public Information Act.
4. When possible, links to more information should direct users back to the City's official website for more information, forms, documents, or online services necessary to conduct business with the City.
5. *It is preferred that only one social media account per platform exists for the City. This is to create a singular source of free flowing information that City residents will be able to access easily at all times. The City is already established on Facebook at www.facebook.com/BayCityTX and Twitter at www.twitter.com/CityofBayCityTX.*
6. Those requesting certain information to be posted on to the City's website and social media pages should make their request in writing or via e-mail to the Mayor's Office and Public Information Officer. If the request is approved, the content will be published at that time or another designated specifically by the request. ~~No City Social Media Site will be approved without the designation of a specific Department Head who shall be responsible for maintenance of the site.~~
7. Employees creating or posting information to a City Social Media Site must conduct themselves professional at all times as representatives of the City in accordance with all other City policies.
8. The Mayor may disable a City Social Media site or prohibit posting of City social media content to a site at any time or for any reason, including but not limited to violation of this policy, improper content, lack of use or disinterest by the public, or a department's failure to properly maintain the site. The City reserves the right to remove any content that is not within these guidelines, while retaining said content for the appropriate records retention according to state law.

B. Content of City Social Media Sites

1. *Employees using social media sites, whether as an administrator or as a responder to a posting, will follow these principles:*
 - a. *Keep post factual and accurate. If a mistake is made, admit to it and post a correction as soon as possible.*
 - b. *Reply to comments in a timely manners, when a response is appropriate. Never get in an argument with a citizen on a City maintained social media site. Do not respond with opinion or conjecture – only respond with complete facts.*
 - c. *Understand that postings are widely accessible, not retractable, and will be around for a long time, so consider content carefully.*
 - d. *Ensure your comments do not violate City's privacy, confidentiality, and applicable legal guidelines for external communication.*
 - e. *Ensure you have the legal right to publish others' material, including photos and articles pulled from other sites.*
 - f. *Remember that your postings are ultimately your responsibility.*
2. *Social Media Terms of Use for Employees/General Public*
 - a. *Persons may be permanently excluded from City social media pages if acting contrary to these rules. Persons who repeatedly break rules will receive a warning prior to removal.*
 - b. *Persons writing more than 250 characters may be asked to rewrite.*
 - c. *Anyone using profane language or posting any information that could be considered disrespectful dialogue will be asked to reword their post or it will be deleted.*
 - d. *Content that is confidential according to the Texas Public Information Act is prohibited.*
 - e. *Comments must not be in support of or opposition to political campaigns or ballot measures; Postings for electoral campaign purposes will not be published.*
 - f. *Content will be removed that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;*
 - g. *Sexual content or links to sexual content is not permitted.*
 - h. *Conduct or encouragement of illegal activity is not permitted.*
 - i. *Posted content must be relevant to Bay City.*
 - j. *The following is considered prohibited: information or references to the personal addresses, personal telephone numbers, personal e-mail addresses, family members, or other personal information of City officials or City employees.*
 - k. *No attacks on individual character will be permitted.*
 - l. *Commercial promotions or spam are prohibited.*

- m. *Links to websites or “pages” of outside vendors that are not related to the purpose of the media site.*
- n. *You are legally responsible for what you write, and it must not breach any law, confidentiality or copyright. Because you are responsible for your statements, be careful about exaggeration, innuendo, etc.*
- o. *Comments must contribute and be relevant to the dialogue that is being discussed.*
- p. *The City reserves the right to restrict or remove any content deemed in violation of the terms outlined in this policy. Any content removed based on these guidelines will be retained, including the time, date and identity of the poster when available.*
The City of Bay City reserves the right to update these terms of use.

2.13.3 WRITTEN ELECTRONIC COMMUNICATIONS ACCESSIBLE TO THE PUBLIC – SB 1297

A. SECTION 1. Subchapter A, Chapter 551, Government Code, is amended by adding Section 551.006 to read as follows:

- a. *A communication or exchange of information between members of a governmental body about public business or public policy over which the governmental body has supervision or control does not constitute a meeting or deliberation for purposes of this chapter if:

 - i. *The communication is in writing;*
 - ii. *The writing is posted to an online message board or similar Internet application that is viewable and searchable by the public; and*
 - iii. *The communication is displayed in real time and displayed on the online message board or similar Internet application for no less than 30 days after the communication is first posted.**
- b. *A governmental body may have no more than one online message board or similar Internet application to be used for the purposes described in Subsection (a). The online message board or similar Internet application must be owned or controlled by the governmental body, prominently displayed on the governmental body’s primary Internet web page, and no more than one click away from the governmental body’s primary Internet web page.*
- c. *The online message board or similar Internet application described in Subsection (a) may only be used by members of the governmental body or staff members of the governmental body who have received specific authorization from a member of the governmental body. In the event that a staff member posts a communication to the online message board or similar Internet application, the name and title of the staff member must be posted along with the communication.*
- d. *If a governmental body removes from the online message board or similar Internet application a communication that has been posted for at least 30 days, the governmental*

body shall maintain the posting for a period of six years. This communication is public information and must be disclosed in accordance with Chapter 552.

- e. The governmental body may not vote or take any action that is required to be taken at a meeting under this chapter of the governmental body by posting a communication to the online message board or similar Internet application. In no event shall a communication or posting to the online message board or similar Internet application be construed to be an action of the governmental body.

B. Use of Electronic Communications for Un-Elected Officials

- a. In compliance with the Texas Open Meetings Act, un-elected officials will no longer be able to publish City business through any electronic media that could involve quorum, this includes but is not limited to Facebook, Twitter, YouTube, E-mail, Text Messaging, and any other forms of electronic media. Less than a quorum can also violate the Act by having secret deliberations to circumvent the Act's requirements. Thus, City un-elected officials should always use caution with social media.
 - i. If an un-elected official so chooses to publish City business on social media, in order to prevent a quorum in a social media setting, un-elected officials should have each other "un-friended" and blocked to prevent the quorum from happening.
- b. Furthermore, if an un-elected official publishes any City business through any personal electronic media account the account is then subject to the Texas Public Information Act.
- c. SB 1297 as an added provision to the Texas Open Meetings Act gives un-elected officials an avenue to discuss city business in an online message board without violating Texas Open Meetings Act.

2.13.4 EMPLOYEE SOCIAL MEDIA

While the City of Bay City encourages its ~~officials and~~ employees to enjoy and make good use of their off-duty time, certain activities on the part of its employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the City; or harming the goodwill and reputation of the City of Bay City among its citizens or in the community at large. In the area of social media (print, broadcast, digital, and online), ~~officials and~~ employees may use such media in any way they choose as long as such use does not

produce the adverse consequences noted above *or violates the Texas Public Information Act*. For this reason, the City of Bay City reminds its employees that the following guidelines apply in their use of social media, both on and off duty:

1. *Blogging or posting information of a personal nature on the Internet is strictly prohibited during work hours. Your online presence during work hours can reflect negatively on the City of Bay City. Be aware that your comments, posts, or actions captured via digital or film images also affect the image of the City of Bay City.*
2. *If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.*
3. *Employees must abide by all federal law, state law, policies of the City with regard to information sent through the Internet. Never disclose any confidential information concerning another employee, vendor, official of the City in a blog or other posting. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.*
4. *When posting, be respectful to the City of Bay City's co-workers, citizens, vendors, and partners, and be mindful of your physical safety when posting information about yourself or others on any forum. Do not discuss City employees, vendors, issues, or business without express consent.*
5. *An employee may be disciplined if an employee publishes any personal or confidential information about themselves, another employee, or vendor in any public medium that:*
 - a. *Has the potential or effect of involving the employee, their co-workers, or the City of Bay City in any kind of dispute or conflict with other employees or third parties;*
 - b. *Creates a harassing, demeaning, or hostile working environment for any employee;*
 - c. *Disrupts the smooth and orderly flow of work within the City, or the delivery of services to the City's citizens; or*
 - d. *Harms the good will and reputation of the City of Bay City among its citizens or in the community at large.*
6. *Do not ignore copyright laws or cite and/or reference sources inaccurately. Remember that plagiarism applies online.*
7. *Do not use City of Bay City logos or trademarks without written consent. Do not post pictures of yourself or others containing images of City uniforms, insignia, logos, equipment or work sites, unless they are being posted on City Social Media.*
8. *Do not post anything on your blog or sites that may constitute a violation of the City's Harassment policy.*
9. *Content will be monitored to ensure adherence to the Social Media Policy.*
Employees found in violation of any provision of this policy may be subject to disciplinary action, up to and including termination of employment.

II. PUBLICATION

The City Secretary is hereby authorized and directed to revise and recodify the publication of the “*City of Bay City Employee Guidelines for City Employees*” to reflect the revisions adopted herein.

III. CUMULATIVE & CONFLICTS

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

PASSED AND APPROVED on this the 12th day of June, 2014.

Mark Bricker, Mayor
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary
City of Bay City

APPROVED AS TO FORM:

George Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Julie L. Estlinbaum	_____	_____	_____
Bill Cornman	_____	_____	_____
Chrystal Folse	_____	_____	_____
Steven Johnson	_____	_____	_____
Carolyn Thames, Mayor Pro Tem	_____	_____	_____

Mark A. Bricker, Mayor,
City of Bay City

ATTEST:

Rhonda Clegg, City Secretary

APPROVED AS TO FORM:

Georg Hyde, City Attorney
City of Bay City
DENTON, NAVARRO, ROCHA,
BERNAL, HYDE & ZECH, P.C.

Attachment: ORDINANCE NO. - Personnel Policy Amendment 3 (1509 : Amended Employee Handbook)

**EXHIBIT “A”
EMPLOYEE GUIDELINES AS ADOPTED**

Attachment: ORDINANCE NO. - Personnel Policy Amendment 3 (1509 : Amended Employee Handbook)



City Council
1901 5Th Street
Bay City, TX 77414

ADOPTED

Meeting: 06/12/14 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Barry Calhoun
Initiator: Barry Calhoun
Sponsors:
DOC ID: 1514

AGENDA ITEM (ID # 1514)

**DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE
CONSTRUCTION BID FOR PHASE I OF THE STREET
REHABILITATION PROJECT IN THE AMOUNT OF \$1,327,991
TO AAA ASPHALT PAVING, INC. PHASE I INCLUDES THE
ROADWAY RECONSTRUCTION OF BAYOU DRIVE, NORTH
DRIVE, AND CHATEAUX DRIVE.**

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	William Cornman, Councilman
SECONDER:	Julie Estlinbaum, Councilwoman
AYES:	Folse, Johnson, Thames, Estlinbaum, Cornman

BID TABULATION SHEET

Public Bid

2014 Street Improvements Phase 1

City of Bay City

Job No. R0017-0016-00

The City of Bay City

Time: 3:00 PM

Date: 6/5/2014

BIDDERS

[illegible]

* Denotes calculation error by contractor.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1499

DISCUSSION ITEM (ID # 1499)

**PROVIDE AN UPDATE ON STREET RE-STRIPPING, STREET
IMPROVEMENT PROJECTS, AND REPAIR/IMPROVEMENTS
OF THE BNSF RAILROAD CROSSINGS.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1500

DISCUSSION ITEM (ID # 1500)

**PROVIDE UPDATE ON PROVIDING UTILITIES TO TENARIS
AND DUNN HEAT EXCHANGE.**



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1521

DISCUSSION ITEM (ID # 1521)

PROVIDE UPDATE ON BUILDING ORDINANCE COMMITTEE.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 06/12/14 07:00 PM
Department: City Secretary
Category: Report
Prepared By: Rhonda Clegg
Initiator: Rhonda Clegg
Sponsors:
DOC ID: 1504

DISCUSSION ITEM (ID # 1504)

**PROVIDE UPDATE ON THE SALE OF SURPLUS CITY
PROPERTIES.**



CITY OF BAY CITY

POTENTIAL PROPERTIES TO DIVEST

Property ID (PID)	Use	Property Address	Legal Description	Acreage	2013 Assessed Property Value	Notes
24445	LAND	1106 3rd Street	BCOT, Lots 9-12, Blk 3	0.6887	\$29,000.00	
24438	LAND	1103 2nd Street	BCOT, Lots 1-3 & W-10' Lot 4	0.4821	\$20,300.00	
24909	LAND	2604 Avenue D	BCOT, Lot 8 (25' x 70') & Lot 9 (12.5' x 70'), Blk 55	0.0600	\$5,440.00	
24658	LAND	2708 Avenue B	BCOT, Lot 9 (S-25'), Blk 28	0.0860	\$3,630.00	
30562	LAND	315 La Bradford Dr	Chateau Oaks Sec 2, Lot 17, Blk 2	0.2980	\$4,300.00	
19838	LAND	1920 Grace	I & G N AB 268.093 AC	0.0930	\$2,090.00	
25223	LAND	1500 Avenue G	BCOT, Lot 7-8, Blk 97	0.3440	\$24,160.00	
25225	LAND	1512 Avenue G	BCOT, Lot 10, Blk	0.1720	\$7,250.00	
25608	LAND	0 Avenue L	BCOT, Lot 9, Blk 156	0.1720	\$7,250.00	
41123	LAND	3419 3rd Street	Nichols & Norvell, Lot 9, Blk 25	0.1610	\$7,250.00	
41124	LAND	3401 3rd Street & 3405 3rd Street	Nichols & Norvell, Lots 10 & 11, Blk 25	0.3020	\$13,330.00	
39836	LAND	4115 Heatherglen	McDonald Meadows, Lot 5, Blk 5, Sec 2	0.3880	\$22,060.00	
39854	LAND	4108 Heatherglen	McDonald Meadows, Lot 15, Blk 6, Sec 2	0.3760	\$22,010.00	
43267	LAND	2200 Sago	Palm Village S/D, Park	0.2960	\$9,000.00	
43268	LAND	4520 Rattan	Palm Village S/D, Park	0.8850	\$24,140.00	
12518	LAND	4701 Mulberry	E Hall AB 45 (Palm Village Sec 3)	17.0000	\$80,780.00	Council asked to pull this property from the list (near WWTP)
12517	LAND	0	E Hall AB 45 (Behind Cottonwood S/D)	16.9900	\$80,760.00	Council asked to pull this property from the list (near WWTP)
40597	PARK	1219 Moore	Moore 1st, Lots 1 & 2, Blk 20	0.3440	\$35,340.00	
40598	PARK	1205 Moore	Moores 1st, Lots 3-6, Blk 20	0.6890	\$10,000.00	
30575	PARK	307 La Bradford Dr	Chateau Oaks Sec 3, Lots 21 & 22, Blk 2	0.6780	\$8,440.00	Council pulled property from list. Subdivision will care for property.
30577	PARK	201 La Bradford Dr	Chateau Oaks Sec 3, Lot 23, Blk 2	0.3310	\$7,430.00	Council pulled property from list. Subdivision will care for property.
25987	PARK	4708 Hiram Brandon	Bay Ridge Sec 1, Park (Between Lots 11 & 12, Blk 4)	0.1520	\$8,840.00	
25988	PARK	1221 Bay Ridge Blvd	Bay Ridge Sec 1, Park (Middle - Blk 4)	1.8960	\$46,140.00	
43266	PARK	4405 Areca	Palm Village S/D, Park	0.7620	\$14,300.00	

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF BAY CITY, TEXAS, DECLARING CERTAIN REAL PROPERTY OWNED BY THE BAY CITY TO BE SURPLUS AND AUTHORIZING THE MAYOR TO INSTITUTE PROCEEDINGS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION**

WHEREAS, the City has ownership of certain lots parcels or tracts of land that is serving no purpose currently or for the foreseeable future; and

WHEREAS, Council desires that those lots parcels or tracts of land be put to a productive purpose; and

WHEREAS, Section 272.001 of the Texas Government Code prescribes the method by which municipalities may sell or exchange land owned by the municipality; and

WHEREAS, Council adopts this Resolution to declare the land identified herein as surplus and avail itself to authority prescribed in Section 272.001 for the conveyance of such surplus land so that it can be put to a productive use.

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

Section one.

Land declared surplus: City Council hereby declares as surplus the lots parcels and tracts of land that follow:

- 1) PID #12517 & PID #12518 33.99 acres out of the Elisha Hall League, Abstract No. 45, Matagorda County, Texas. This 33.99 acre tract is the same land described as 34.02 acres in a Deed recorded in Volume 606, Page 182 of the Deed Records of Matagorda County, Texas.
- 2) PID #12517 16.99 acres (behind Cottonwood Subdivision) out of the E. Hall Survey, Abstract No. 45, Matagorda County, Texas. This 16.99 acre tract is the same land described in a Deed recorded in Volume 216, Page 785 of the Deed Records of Matagorda County, Texas.
- 3) PID #19838 0.093 acres out of the I&GN RR Co. Survey 4, Block 4, Abstract No. 268, Matagorda County, Texas and is a portion of the land described in Deed from J. W. Moffett to H. N. Barron and in a Deed from B. E. Norvell to J. W. Moffett, dated September 30, 1913, and recorded in Volume 42, Page 208, Deed Records, Matagorda County, Texas.
- 4) PID #24438 and PID #24445 Lots 1-3 and the West 10' of Lot 4, and Lots 9-12, Block 3, Original Townsite of Bay City, according to the Plat of said Townsite recorded in Volume 5 at Page 36, Deed Records of Matagorda County, Texas. LESS AND EXCEPT the South 140' of Lots 1 and 2 and the West 20' of the South 140' of Lot 3, Block 3 as contained in Deed dated April 22, 1953 executed by City of Bay City, Texas to G. L. Cooper, recorded May 4, 1953, Volume 245 at Page 42, Deed Records, Matagorda County, Texas.

- 5) PID #24658 South 25' of Lot 9, Block 28, of the Original Townsite of Bay City, according to the Plat of said Townsite recorded in Volume 5 at Page 36, Deed Records of Matagorda County, Texas
- 6) PID #24909 25'x70' of Lot 8 and 12.5' x 70' of Lot 9 in Block 55 of the Original Townsite of Bay City, according to the Plat of said Townsite recorded in Volume 5 at Page 36, Deed Records of Matagorda County, Texas
- 7) PID #25223 and PID #25225 Lots 7, 8 and 10 in Block 97, of the Original Townsite of Bay City, according to the Plat of said Townsite recorded in Volume 5 at Page 36, Deed Records of Matagorda County, Texas
- 8) PID #25608 Lot 9, Block 156, of the Original Townsite of Bay City, according to the Plat of said Townsite recorded in Volume 5 at Page 36, Deed Records of Matagorda County, Texas.
- 9) PID #25986, PID #25987 and PID #25988 Park areas located within Bay Ridge Subdivision: Behind Block 1 Between Lots & 12, Block 4 Middle of Block 4
- 10) PID #30562 Lot No. 17 in Block No. 2 of Chateau Oaks Subdivision, Section Two, out of the Elisha Hall League, Abstract No. 45, Matagorda County, Texas, according to the plat thereof recorded in Volume 6 at page 35, Plat Records of Matagorda County, Texas.
- 11) PID #40597 & PID #40598 Lots 1-2 and Lots 3-6, Block 20 of D. P. Moore's First Addition to the City of Bay City, Matagorda County, Texas, according to the plat thereof recorded in Volume 6 at Page 3, Plat Records of Matagorda County, Texas.
- 12) PID #43266 and PID #43267 and PID #43268 1.4 acres and 0.18 acres and 1.04 acres Dedicated Parks located within PALM VILLAGE ADDITION, out of the Elisha Hall League, Abstract No. 45, Matagorda County, Texas, according to the plat thereof recorded in Volume 7 at Page 45 of the Plat Records of Matagorda County, Texas.
- 13) PID 41123 0.1610 acres NICHOLS & NORVELL LOT 9 BLK 25 according to gift deed thereof recorded in Volume 522 at Page 708 of the Plat Records of Matagorda County, Texas.
- 14) PID 41124 0.2830 and 0.190 acres NICHOLS & NORVELL LOTS 10 & 11 BLK 25 according to gift deed thereof recorded in Volume 522 at Page 706 of the Plat Records of Matagorda County, Texas.

Section two.

Commencement of sale or exchange procedures authorized. The Mayor is hereby authorized to initiate procedures to facilitate the sale or exchange of the properties declared in this resolution to be surplus. Such sale or exchange shall comply with the requirements of Section 272.001 of the Texas Government Code; applicable provisions of federal and state statutes and laws; the city charter and ordinances.

Section three.

Closing on Sale. The Mayor is hereby authorized to execute all required instruments of conveyance and ancillary documents required to complete the close of a sale of any property declared surplus by this resolution; without further action by Council required; provided that such sale complies with all bidding requirements of Section 272.001(a) of the Texas Government Code. Any sale or exchange of property declared surplus by this resolution, offered for sale pursuant to Section 272.001(b), (g), (h), (i), (j), or (l) must be approved by Council before such sale may be closed.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 9th DAY OF JULY, 2013

Mark Bricker, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Rhonda Clegg, City Secretary

George Hyde, City Attorney

Attachment: R-2014 - Surplus Property (1504 : City Properties)