



BAY CITY

MINUTES • AUGUST 8, 2017

Council Chambers

Workshop

5:00 PM

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

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Becca Sitz	Councilwoman	Present	
Jason Childers	Councilman	Present	
Mark A. Bricker	Mayor	Present	
Chrystal Folse	Councilwoman	Present	
William Cornman	Mayor Pro-Tem	Present	
Julie Estlinbaum	Councilwoman	Excused	

II. APPROVAL OF AGENDA

The agenda was approved by motion. The motion was made by Councilman, Jason Childers and seconded by Councilwoman Becca Sitz. The motion passed unanimously.

III. FUTURE ACTION ITEMS

1. Budget

DISCUSS THE PROPOSED 2017 - 2018 FISCAL YEAR BUDGET AND GENERAL FUND ACCOUNTS.

Finance Director, Scotty Jones

Finance Director, Scotty Jones reviewed the Fiscal Year 2018 Budget with the Council members. Each department supervisor reviewed their department's business plan with the Council and Mayor.

2. Agreement

~ DISCUSS, CONSIDER AND/OR APPROVE THE AGREEMENT WITH YOUNG LIFE, A NONPROFIT, ADOLESCENT RELATIONAL MENTORING ORGANIZATION.

Mayor Mark A. Bricker

This item was tabled for a future Council Workshop.

IV. ITEMS/COMMENTS FROM MAYOR AND COUNCIL MEMBERS

None

V. 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 was posted on the front window of the City Hall of the City of Bay City, Texas on Thursday, August 3, 2017 before 5:00 p.m. Any questions concerning the above items, please contact Mayor Mark A. Bricker at (979) 245-2137.

David Holubec
City Secretary



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 08/08/17 05:00 PM
Department: City Secretary
Category: Budget
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:
DOC ID: 2735

DISCUSSION ITEM (ID # 2735)

**DISCUSS THE PROPOSED 2017 - 2018 FISCAL YEAR
BUDGET AND GENERAL FUND ACCOUNTS.**

COMMENTS - Current Meeting:

Finance Director, Scotty Jones reviewed the Fiscal Year 2018 Budget with the Council members. Each department supervisor reviewed their department's business plan with the Council and Mayor.



City Council
1901 5Th Street
Bay City, TX 77414

SCHEDULED

Meeting: 08/08/17 05:00 PM
Department: City Secretary
Category: Agreement
Prepared By: David Holubec
Initiator: David Holubec
Sponsors:

DOC ID: 2748 A

AGENDA ITEM (ID # 2748)

**~ DISCUSS, CONSIDER AND/OR APPROVE THE
AGREEMENT WITH YOUNG LIFE, A NONPROFIT,
ADOLESCENT RELATIONAL MENTORING ORGANIZATION.**

COMMENTS - Current Meeting:

This item was tabled for a future Council Workshop.

Contract Number: _____

AGREEMENT TO USE FUNDS AND BUILDING of the City of Bay City

THIS AGREEMENT is entered into by and between the City of Bay City, a Texas Municipal Corporation ("CITY") acting by and through its Mayor, and the Young Life, a Monprofit, Adolescent Relational Mentoring Organization, acting through James King ("Recipient");

WITNESSETH:

WHEREAS, Recipient provides services that promote the health, safety morals and or general welfare of the residents of Bay City; and

WHEREAS, City has provided certain funds from its general fund to promote the type of public services provided by Recipient; and

WHEREAS, Recipient has submitted an application to CITY for funding for the Young Life Programs ("Project"), as described in **Attachment I** –Scope of Work; and

WHEREAS, on May 9, 2013, City Council authorized the execution of this Agreement with Recipient, for Recipient's receipt of funding and use of a City Building,

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Bay City and health, safety morals and or general welfare of its residents, the parties agree as follows:

1. In consideration of the payment of the sum of **\$500.00** per month to Recipient by the CITY, Recipient agrees to spend these funds only as described in **Attachment I** - Scope of Work and use of a City Building as described in **Attachment 2**. Recipient agrees to provide CITY with invoices to support the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of four years from the termination date of this Agreement.
2. This Agreement will commence immediately upon execution hereof and terminate upon the completion of all obligations herein contained or September 30, 2013, whichever is sooner.
3. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
4. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof,

Contract Number: _____

Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2013**, whichever occurs earlier.

5. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

6. INSURANCE

Recipient agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Agreement, Recipient shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "the Young Life Program" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Cultural Affairs. No officer or employee, other than the City's Mayor, shall have authority to waive this requirement.
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by City's Mayor based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- (C) A contractor's financial integrity is of interest to the City; therefore, subject to Recipient's right to maintain reasonable deductibles in such amounts as are approved by the City, Recipient shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Recipient's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Contract Number: _____

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: - Premises operations - Independent Contractors - Products/completed operations - Personal Injury - Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability - Owned/leased vehicles - Non-owned vehicles - Hired Vehicles ** if transportation of participants is conducted	Not required as no use of motor vehicles under this program

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Recipient shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Recipient shall pay any costs incurred resulting from said changes.

Cathy Ezell
 Finance Director
 City of Bay City
 1901 5th Street
 Bay City, Texas 77414

- (E) Recipient agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City

Contract Number: _____

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Bay City where the City is an additional insured shown on the policy;
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Recipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Recipient’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- (G) In addition to any other remedies the City may have upon Recipient’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Recipient to stop work hereunder, and/or withhold any payment(s) which become due to Recipient hereunder until Recipient demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Recipient may be held responsible for payments of damages to persons or property resulting from Recipient’s or its subcontractors’ performance of the work covered under this Agreement.
- (I) It is agreed that Recipient’s insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Bay City for liability arising out of operations under this Agreement.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Recipient and its subcontractors are responsible for all damage to their own equipment and/or property.

7. INDEMNITY

RECIPIENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY

Contract Number: _____

directly or indirectly arising out of, resulting from or related to RECIPIENT'S activities under this AGREEMENT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RECIPIENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RECIPIENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RECIPIENT known to RECIPIENT related to or arising out of RECIPIENT'S activities under this AGREEMENT.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Recipient in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Recipient shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Recipient fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Recipient shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Recipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Recipient or any subcontractor under worker's compensation or other employee benefit acts.

8. Recipient shall not engage in practices which have the effect of discriminating against any participants, employee or applicant for employment, and, will take affirmative steps to ensure that participants employees are treated equally without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

Contract Number: _____

9. Recipient shall provide services as described in Attachment I, in a non-discriminating manner without regard to a person's race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
10. Recipient shall receive prior written approval from the CITY before committing these funds as a match for any local funding.
11. Recipient agrees and understands that, it and all persons designated by it to provide services in connection with this Agreement, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Recipients actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
12. For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Mayor Mark Bricker
 City of Bay City
 1901 5th Street
 Bay City, Texas 77414

RECIPIENT:

James King, Area Director, Matagorda County Young Life

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

14. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
15. The signer of this Agreement for Recipient represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

Signature page to follow:

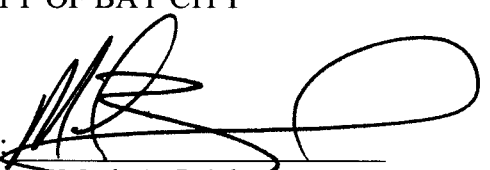
Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Contract Number: _____

IN WITNESS OF WHICH this Agreement has been executed on this 9th day of May 2013.

CITY OF BAY CITY

AGENCY

By: 

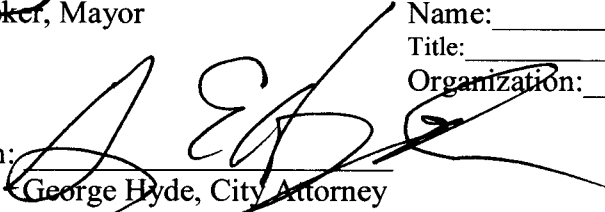
Mark A. Briker, Mayor

By: _____

Name: _____

Title: _____

Organization: _____

Approved as to Form: 

George Hyde, City Attorney

Attachment I: Scope of Services

Attachment II: Use of Building

Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Contract Number: _____

Attachment I

Scope of Services:

Recipient agrees to abide by the following provisions and provide the following services:

Mentor adolescences and young adults in Matagorda County

Special Events: Weekly, Monday night, Young Life Club meeting
 Movie Nights
 Game Nights
 Video Game Tournaments
 Etc.

- Tutoring
- Mentoring
- Young Lives (Teen Moms and pregnant teens) mentoring and cooking classes
- Opening and supervising building use by Teens as a safe place to hang out.
- Recreational activities (Flag Football, Ultimate Frisbee, etc.)
- Music lessons
- Drama presentations
- Video creating and presenting

Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Contract Number: _____

Attachment II**LICENSE AGREEMENT**

STATE OF TEXAS §
 §
MATAGORDA § **KNOW ALL PERSONS BY THESE COUNTY OF PRESENTS:**

This Agreement is made this 9th day of May, 2013, by and between the City of Bay City, a municipal corporation located in Matagorda County, Texas, acting by and through its Mayor, (hereinafter called "LICENSOR"), and Young Life a nonprofit, adolescent relational mentoring organization, acting by through James King (herein called "LICENSEE").

Recitals

1. Licensor is the owner of the following described real Property (the "PROPERTY"):

Being the Main Building located on 6.0 acres of land out of the R. P. T. STONE SURVEY, Abstract No. 92, Matagorda County, Texas, being the same land described in Deed dated November 19, 1917 from Robert T. Burgess and wife, Martha A Burgess, to Gus Hardeman, recorded in Vol. 71, Page 13, Deed Records, Matagorda County, Texas

2. LICENSEE desires to exercise certain rights and privileges upon the PROPERTY.

3. This License Agreement is authorized by that certain Agreement between the Parties to use funds and building of even date, (the "Fund Agreement"), passed and approved by City Council on May 9, 2013.

NOW, THEREFORE, it is agreed as follows:

License

1. LICENSEE shall have the right conduct operations in accordance with the terms of that certain Agreement between the Parties to use funds and building of even date and this License Agreement. Hours and days of operation must be approved by LICENSOR. LICENSEE may only use those areas of the PROPERTY designated by LICENSOR, in its sole discretion. LICENSEE shall not be authorized to use the building for any use or during any times or days other than such uses and such times and days authorized by LICENSOR, subject to the limitations set out below.

2. LICENSEE is aware that LICENSOR currently allows other organizations to use the PROPERTY and may allow additional organizations to use the PROPERTY in the future. LICENSOR may modify the location within the PROPERTY, and the times and dates LICENSEE may use the PROPERTY under this License.

Contract Number: _____

Consideration

2. In consideration for this license, LICENSEE shall provide public services as described in agreement between the Parties to use funds and building of even date.

Maintenance and repairs

3. LICENSEE shall, at all times, keep or cause to kept, the PROPERTY free of litter, trash, paper, and other waste and shall place same in standard trash containers in the immediate vicinity or in other appropriate locations and shall conform with all applicable garbage, sanitary, and heath regulations of the CITY.

5. Other than as provided herein, LICENSOR shall be responsible for the condition of the PROPERTY. LICENSEE shall repair any damage to the PROPERTY caused by LICENSEE, and shall maintain, or caused to be maintained, the PROPERTY in a clean, neat, attractive, and sanitary condition and LICENSEE shall not bind or attempt to bind CITY for the payment of any money for the construction, repair, alteration, addition, or reconstruction in, on or about the PROPERTY.

6. LICENSEE will, at the termination of this Agreement, return the PROPERTY to CITY in as good condition as at the commencement of the term hereof, usual wear and tear, acts of God, or unavoidable accident only excepted.

7. LICENSEE agrees to hold CITY harmless for any theft, damages or destruction of signs, goods and/or other property of LICENSEE both during the term of this Agreement and as so left on the PROPERTY after LICENSEE vacates the PROPERTY. If said signs, goods, and any other property placed by LICENSEE upon the PROPERTY are not removed by it within thirty (30) days after the PROPERTY are vacated, then the CITY may remove same without further notice or liability therefore.

Insurance

8. As required in the Agreement between the Parties to use funds and building of even date.

Nonassignable

9. This license is personal to the LICENSEE. It is not assignable, and any attempt to assign this license will terminate the license.

Terminable at Will

10. This agreement is terminable by either party at will by the giving of actual notice to the other party. LICENSEE shall vacate premises within ten days of receipt of termination notice.

Indemnity

Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Contract Number: _____

11. LICENSEE SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY LICENSOR AGAINST ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES AND ATTORNEYS' FEES, ARISING FROM LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT.

Attachment: Young Life Original Agreement (2748 : Review Original Agreement with "Young Life")

Dear Council and Mayor:

Recreational expenses for the High School aged youth of our community via myself and Matagorda County Young Life was taken out of the cities budget for the 2014-2015 fiscal year. I implore you to please reconsider the decision and reinstate the money (\$500/month) into the budget. I believe there isn't a greater return on investment available in the community.

The money that the city has so generously provided to the youth in Bay City has gone to set up a safe and beneficial environment. We have used the funds to create activities, such as snowball fights, Frisbee games, Spikeball tournaments, etc. Our attendance is regularly over 50 high school students. We have also used the funds to introduce new games such as Octoball, Spikeball, shuffleboard, and more.

Even more than this we have created an environment where kids can feel safe, have fun constructively, and learn from adults in the community. In Young Life adults come along side high school aged students and build genuine friendships with them in hopes of earning the right to speak into their lives. In our program "YoungLives" adult women in the community mentor teen moms and pregnant teens. These funds have gone to nurture these relationships and teach these young girls valuable life skills that they may otherwise not have the opportunity to learn. Your funds have been extremely beneficial in making these friendships possible, which has changed the lives of hundreds of high school students in Bay City, TX.

Please consider reinstating the money in the budget for the 2014-2015 fiscal year that has gone so far to change so many lives.

Sincerely,

James King
Area Director, Matagorda County Young Life