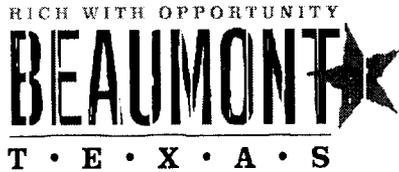


**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JANUARY 7, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – December 17, 2013
- * Confirmation of committee appointments
- A) Approve a resolution authorizing the City Manager to renew an agreement for the use of the stables at Tyrrell Park
- B) Approve a resolution approving a supplemental amendment to the existing contract with Emergicon, LLC for outsourcing the debt collection services for designated EMS accounts
- C) Approve a resolution authorizing the acceptance of a ten foot wide Exclusive Wide Line Easement located at 3739 North Major Drive



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Ryan Slott, Parks and Recreation Director

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider authorizing the City Manager to renew an agreement for the use of the stables at Tyrrell Park

BACKGROUND

On January 29, 2013, the City Manager was authorized to execute an agreement for one year with Ken Miller for the use of the Tyrrell Park Stables property.

Mr. Miller is meeting his obligations under the agreement and has put substantial work into cleaning up the property which is now noticeably more attractive and well kept.

Staff met with Mr. Miller and determined that he is committed to continuing the programs that have been started. He understands the importance of working collaboratively with the City to develop a sustainable stables operation and will continue to clean, improve, and maintain the barn property and its associated grounds and pastures located north of the stables road.

Staff is recommending a one-year agreement with Mr. Miller under the same terms and conditions previously established. The agreement provides for annual renewals by agreement of the parties and contains a 30-day cancellation clause.

The riding trails will continue to remain open to the general public.

BUDGETARY IMPACT

Mr. Miller will pay for his utilities and \$350 per month for rent.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an agreement with Ken Miller for use of the Tyrrell Park Stables property for a period of one (1) year beginning January 15, 2014. Mr. Miller will be responsible for the payment of the utilities for the facilities and \$350 per month as rent. The agreement is substantially in the form attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

**Agreement between the City of Beaumont and Ken Miller
for the use of Tyrrell Park Stables Property**

In order to allow and support equestrian and stables related activities, the City agrees to allow Ken Miller access to the Tyrrell Park Stables property subject to the conditions detailed below.

Property Description

Barn Property - Mr. Miller will control the barn and its associated pastures north of the stables road to Downs Road extended.

Term

This agreement will have a term of one year, beginning January 15, 2014, and may be extended by agreement of the parties.

Insurance

Mr. Miller will maintain \$1,000,000 in liability insurance with the City named as an Additional Insured.

Clean Up and Maintenance

Barn Property and Pastures - Mr. Miller will clean and maintain the grounds, structures, and fences. Structural elements which are added will be similarly well maintained. The mowing schedule will be coordinated with the City, so that the grounds complement the surrounding park property.

Payment

Mr. Miller will pay the City \$350 per month for rent and be responsible for the utilities for the Barn Property. The rent is due at the first of the month and late on the 10th. Utility payments will be invoiced and paid with the next rental payment. The City's Cash Management Office will issue payment instructions.

Cancellation

This agreement may be cancelled by either party with 30 days written notice delivered in person or by certified mail, return receipt requested, to the addresses listed below.

Executed by the parties this _____ day of January, 2014.

Kyle Hayes, City Manager
801 Main Street, Suite 300
Beaumont, Texas 77701

Ken Miller



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider approving a supplemental amendment to the existing contract with Emergicon, LLC for outsourcing the debt collection services for designated EMS accounts.

BACKGROUND

On April 27, 2010, Council approved a two-year contract with Emergicon, LLC with automatic two year renewals. The current agreement will be eligible for renewal on April 27, 2014. Emergicon LLC, specializes in finding previously unidentified sources of payment and providing additional review and clarification for accounts billed to commercial insurance companies, Medicare and Medicaid. Emergicon LLC, charges 18% of the total amount collected on the account if the account is older than 180 days and 6% if the account is less than 180 days old.

On January 25, 2013, the Department of Health and Human Services published a Final Rule implementing changes to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including applying HIPAA Privacy, Security, and Enforcement Rules to Business Associates. Emergicon is considered a Business Associate and has sent an agreement that expands upon Section 6 of the current agreement. This supplemental amendment is to ensure that Emergicon will appropriately safeguard protected health information that is created, received, maintained, or transmitted on behalf of the City of Beaumont in compliance with the applicable provisions of HIPAA.

This amendment will expire concurrent with the existing agreement. The supplemental amendment is attached for your review.

FUNDING SOURCE

The supplemental amendment has no financial impact.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the execution of a supplemental amendment to the existing contract with Emergicon, LLC, substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes, for the purpose of ensuring that protected health information created, received, maintained, or transmitted on behalf of the City of Beaumont will be appropriately safeguarded in compliance with the applicable provisions of HIPAA.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

**City of Beaumont
Business Associate Agreement
Between City of Beaumont
and Emergicon, LLC**

This Business Associate Agreement (“Agreement”) between City of Beaumont and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Beaumont in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to City of Beaumont any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any unsecured PHI shall be reported to City of Beaumont without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;
5. Make PHI in a designated record set available to City of Beaumont and to an individual who has a right of access in a manner that satisfies City of Beaumont's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by City of Beaumont, or take other measures necessary to satisfy City of Beaumont's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to City of Beaumont or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Beaumont's obligations under 45 CFR §164.528
8. To the extent that Emergicon, LLC is to carry out any of City of Beaumont's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Beaumont when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Beaumont, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon, LLC and City of Beaumont's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if City of Beaumont e notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Beaumont has agreed to or is required to abide by under 45 CFR §164.522;
11. If City of Beaumont is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Emergicon, LLC agrees to assist City of Beaumont in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Beaumont's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Beaumont agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Beaumont of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Beaumont of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Beaumont include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Beaumont to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Beaumont to its patients or to appeal denials of payment for the same;
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Beaumont.

D. Termination

1. City of Beaumont may terminate this Agreement if City of Beaumont determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
 - i. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Beaumont or destroy all PHI received from City of Beaumont, or created, maintained, or received by Emergicon, LLC on behalf of City of Beaumont that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2013

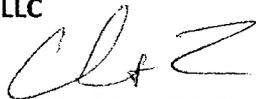
City of Beaumont

Signature: _____

Title: _____

Date: _____

Emergicon, LLC

Signature: 

Title: CEO

Date: 18 Sept 2013

EMERGICON SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into by and between Emergicon, LLC, a Texas corporation ("Emergicon"), and the City of Beaumont, the provider of emergency medical and/or ambulance transportation services set forth on the signature page hereto (the "Provider").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal agreements between and among local governments; and

WHEREAS, Emergicon has a contract with the Town of Flower Mound, Texas signed August 6, 2007;

WHEREAS, Emergicon provides medical control services, billing and collections services, continuing education programs, continuous quality improvement services and other clinical support services (the "Services") to fire departments, ambulance providers, and other medical emergency services;

WHEREAS, Provider, as part or all of its overall activities, provides emergency and/or non-emergency medical and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, Provider is desirous of obtaining the Services of Emergicon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE ONE

TERM AND TERMINATION

1.01 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of two (2) years from the date of this Agreement (such initial term, together with all extensions thereof, shall be referred to herein as the "Term") This Agreement shall automatically renew at the end of the current Term for a successive two-year Term unless either party gives written notice of its intention not to renew sixty (60) days before expiration of the current Term.

1.02 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.03 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined

in Section 2.01) billed and/or collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period.

1.04 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and may, at Emergicon's sole discretion, provide to Provider a digital copy on a CD-ROM of all paper records related to Provider.

1.05 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

(a) If to the Provider:

City of Beaumont
P O Box 3827
Beaumont, TX 77704-3827
Attention: Todd Simoneaux
Fax: (409) 880-3132

(b) If to Emergicon:

Emergicon, LLC
PO Box 180446
Dallas, Texas 75218
Attention: Christopher Turner
Fax: (214) 328-0749

Each party shall be entitled to specify a different address by giving five days written notice to the other party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

ARTICLE TWO

BILLING & COLLECTIONS

2.01 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider (those fees billed by Emergicon will be received directly by the Provider), including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

(a) patient encounters that occur during the Term; and

- (b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.02 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this Article Two, the Provider will pay Emergicon eighteen percent (18%) of the total amount collected on the Account if the Account is older than one hundred eighty (180) days from the date of service. If the Account is less than one hundred eighty (180) days from the date of service the Provider will pay Emergicon six percent (6%) of the total amount collected on the Account. All fees shall be payable monthly within fifteen (15) days of receipt of invoice.

2.03 Copies of Records. From time to time, Emergicon may receive requests from patients or the representatives of patients for copies of treatment records. Emergicon will forward all requests for medical records to Provider. The Provider shall be responsible for responding to all such requests.

2.04 Records of Patient Encounters.

(a) Provider shall use its reasonable best efforts to forward all requested medical records of each patient encounter to Emergicon within ten (10) days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.05 Requests for Copies. Requests for copies of medical records should be submitted directly to the Provider and they may authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code.

2.06 Activity Reports. Emergicon shall provide to Provider a monthly report of all billing activities that occurred during the preceding month.

2.07 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of

checks, Explanations of Benefits and/or other documentation within five (5) days of the date of receipt of payment by Provider.

2.08 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.09 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider. Emergicon and Provider agree that the purpose of this Section 2.09 is to guarantee that Emergicon is the only provider engaging in billing services on behalf of Provider. Emergicon acknowledges that the Provider has an existing contract for Accounts that are considered delinquent or in a "collections service" status and will not bill for those Accounts; no payment shall be made to Emergicon for accounts that are collected under the City's contract for collection services.

ARTICLE THREE

INDEMNIFICATION AND FIDELITY BOND

3.01 Emergicon's Indemnification. Emergicon shall indemnify and hold harmless Provider from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Emergicon's performance of activities pursuant to this Agreement, but only to the extent caused by the willful misconduct or the negligent acts or omissions of Emergicon. The indemnification provided for herein shall not be applicable to any claim of adjustment or request for reimbursement made by an insurance company or any servicing agency for Medicare or Medicaid that may be made as the result of an audit of claims made or governmental regulations or laws, including Emergicon's fees charged, except for any adjustments or claims for reimbursement made as a direct result of Emergicon's error.

3.02 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than \$10,000.00.

3.03 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

ARTICLE FOUR

CONFIDENTIALITY

4.01 Property of Emergicon. Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon. Notwithstanding the above, Emergicon acknowledges that the City is subject to certain laws including the Texas Public Information Act, that govern the disclosure of information maintained by the City. The City agrees to work with Emergicon in protecting trade secret information.

4.02 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

ARTICLE FIVE

AUDITS

5.01 Accurate Books and Records. During the Term and for a period of three (3) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.02 Right to Audit. Upon reasonable written notice, either party may audit the books and records of the other party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the party conducting the audit.

5.03 Penalty for Underpayment. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

ARTICLE SIX

PROTECTED HEALTH INFORMATION

6.01 HIPAA Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided pursuant to this Agreement. In conformity therewith, Emergicon agrees that it shall:

- a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;
- d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;

e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;

f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual;

g) Incorporate any amendments to PHI when notified to do so by Provider;

h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule within sixty (60) days; and

i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA.

6.02 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;

b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;

c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;

d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPAA privacy rule;

e) Uses required for the proper management of Emergicon as a business associate; and

f) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

6.03 Red Flag Rule Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the Fair and Accurate Credit Transactions (FACT) of 2003 to protect and prevent against identity theft per the Red Flag Rules. Emergicon acknowledges it has an Identity Theft Prevention Program in place to protect the privacy of any personally identifiable credit information and to identify patterns, practices, and specific forms of activity that indicate the possible existence of identity theft.

ARTICLE SEVEN
MISCELLANEOUS

7.01 No Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.02 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.03 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.04 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Denton County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county courts located in Denton County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.05 Headings. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.06 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.07 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.08 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.09 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

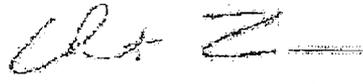
7.11 Assignment. Neither party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other party without the written consent of the other party.

7.12 Attorneys' Fees. Should it become necessary for Emergicon to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, Provider agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

[SIGNATURE PAGE FOLLOWS]

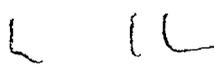
IN WITNESS WHEREOF, Emergicon and the Provider have executed this Agreement on the 27th day of April, 2010, and shall be EFFECTIVE as of the 27th day of April 2010.

EMERGICON, L.L.C.

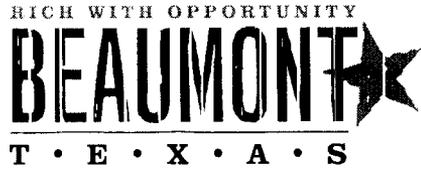
By: 

Name: Christopher Turner
Title: President & CEO

City of Beaumont

By: 
Kyle Hayes, City Manager

553488
0958/00002



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Patrick Donart, Public Works Director

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of a ten foot (10') wide Exclusive Water Line Easement.

BACKGROUND

The First Baptist Church of Beaumont Texas, Inc has agreed to convey a ten foot (10') wide exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.5738 acre tract out of the Almanson Houston League, Abstract No. 33. The water line easement is for the construction of a new church located at 3739 North Major Drive.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, First Baptist Church of Beaumont, Texas, Inc., has agreed to convey a ten foot (10') wide exclusive water line easement, said easement being a 0.5738 acre tract out of the Almanson Houston League, Abstract No. 33, as described in Exhibit 1 and shown on Exhibit 2, attached hereto, to the City of Beaumont for the purpose of facilitating the construction of a new church located at 3739 North Major Drive; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the ten foot (10') exclusive water line easement conveyed by First Baptist Church of Beaumont, Texas, Inc., being a 0.5738 acre tract out of the Almanson Houston League, Abstract No. 33, as described in Exhibit 1 and shown on Exhibit 2, attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

STATE OF TEXAS X
COUNTY OF JEFFERSON X

KNOW ALL MEN BY THESE PRESENTS:

WATER LINE EASEMENT

THAT, THE FIRST BAPTIST CHURCH OF BEAUMONT TEXAS, INC., State of Texas hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF BEAUMONT, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a Water Line Easement and the exclusive right to construct, alter, and maintain said waterlines and appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in Exhibit "A & B", attached and made a part hereof for all purposes.

The easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and appurtenances, and the following rights are also hereby conveyed collectively, the "Easement Rights".

It is expressly understood and agreed that the City of Beaumont shall have the right of ingress to and egress from the tracts of land hereinbefore described and use of the same for the

purposes aforesaid, and giving said City the right and privilege to improve, maintain and operate the same as permitted by law.

GRANTOR agrees not to place any structures or appurtenances within the Easement Property that will interfere with Grantee's ability to exercise the Easement Rights.

Grantee shall not be responsible for the repair and replacement of any paving or other structures within the Easement Property.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever.

EXECUTED this _____ day of _____, 2013.

GRANTOR:

THE FIRST BAPTIST CHURCH OF BEAUMONT TEXAS, INC.

By: _____

Printed Name: Jimmie Carpenter

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared **JIMMY CARPENTER** as _____ of **THE FIRST BAPTIST CHURCH OF BEAUMONT TEXAS, INC.**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2013.

Notary Public, State of Texas

RETURN TO: City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, TX 77704

EXHIBIT "A"
10 Feet Wide Water Line Easement

Legal Description: 0.5738 Acre Water Line Easement
Almanson Houston League, Abstract No. 33
Jefferson County, Texas

BEING a 0.5738 acre water line easement situated in the Almanson Houston League, Abstract No. 33, Jefferson County, Texas and being out of and part of that certain called 41.17 acre tract of land as described in a deed from W.D. Gordon and wife, Mrs. W.D. Gordon to Boys' Haven of America, Inc. as recorded in Volume 653, Page 446, Deed Records, Jefferson County, Texas and being out of a 100.0 acre tract as recorded in Volume 9, Page 1, Map Records, Jefferson County, Texas as surveyed by C.A. Kohler dated May 25, 1950 and furthermore being out of that certain called 100.0 acre tract of land as described in a "Gift Deed" from Boys Haven of America, Inc. to Boys' Haven of America Foundation as recorded in Clerk's File No. 2007017637, Official Public Records of Real Property, Jefferson County, Texas, and furthermore being out of and part of that certain called 40.4824 acre tract of land as described in a "Special Warranty Deed with Vendor's Lien" from Boys' Haven of America Foundation to First Baptist Church of Beaumont, Texas, Inc. as recorded in Clerk's File No. 2011025232, Official Public Records of Real Property, Jefferson County, Texas, said 0.5738 acre water line easement being more particularly described as follows:

NOTE: All bearings are based on the North line of the said Boys' Haven of America Foundation tract as NORTH 90°00'00" EAST as recorded in Volume 9, Page 1, Map Records, Jefferson County, Texas.

BEGINNING at a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for the most Northerly Southeast corner of the said 40.4824 acre First Baptist Church of Beaumont, Texas, Inc. tract, the same being the most Northerly Northeast corner of the remainder of the said 100.0 acre Boys' Haven of America Foundation tract and being in the West right-of-way line of F.M. Highway 364 (also known as N. Major Drive);

THENCE NORTH 90°00'00" WEST, along and with the boundary between the said 40.4824 acre First Baptist Church of Beaumont, Texas, Inc. tract and the remainder of the said 100.0 acre Boys' Haven of America Foundation tract, for a distance of 421.49 feet to a point for corner;

THENCE NORTH 67°30'00" WEST for a distance of 15.68 feet to a point for corner;

THENCE NORTH 90°00'00" WEST for a distance of 427.63 feet to a point for corner;

THENCE NORTH 00°00'00" WEST for a distance of 10.00 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 67.00 feet to a point for corner;

THENCE NORTH 00°00'00" EAST for a distance of 423.50 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 601.00 feet to a point for corner;

THENCE SOUTH 00°00'00" WEST for a distance of 357.50 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 194.54 feet to a point for corner, said point being in the West right-of-way line of F.M. Highway 364;

THENCE SOUTH 01°01'31" EAST, along and with the West right-of-way line of F.M. Highway 364, for a distance of 10.00 feet to a point for corner;

THENCE NORTH 90°00'00" WEST for a distance of 204.71 feet to a point for corner;

THENCE NORTH 00°00'00" WEST for a distance of 357.50 feet to a point for corner;

THENCE NORTH 90°00'00" WEST for a distance of 308.31 feet to a point for corner;

THENCE SOUTH 00°00'00" EAST for a distance of 21.27 feet to a point for corner;

THENCE NORTH 90°00'00" WEST for a distance of 10.00 feet to a point for corner;

THENCE NORTH 00°00'00" WEST for a distance of 21.27 feet to a point for corner;

THENCE NORTH 90°00'00" WEST for a distance of 262.69 feet to a point for corner;

THENCE SOUTH 00°00'00" WEST for a distance of 413.50 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 316.13 feet to a point for corner;

THENCE NORTH 00°00'00" WEST for a distance of 39.00 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 10.00 feet to a point for corner;

THENCE SOUTH 00°00'00" EAST for a distance of 39.00 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 26.48 feet to a point for corner;

THENCE SOUTH 67°30'00" EAST for a distance of 15.68 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 379.44 feet to a point for corner;

THENCE NORTH 00°00'00" WEST for a distance of 8.00 feet to a point for corner;

THENCE NORTH 90°00'00" EAST for a distance of 10.00 feet to a point for corner;

THENCE SOUTH 00°00'00" EAST for a distance of 8.00 feet to a point for corner;



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JANUARY 7, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 6-8/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider an ordinance approving a specific use permit to allow a sports bar in a GC-MD (General Commercial Multiple Family Dwelling) District at 39 N. 11th Street
2. Consider an ordinance approving a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane
3. Consider an ordinance approving a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street
4. Consider an ordinance approving a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive
5. Consider an ordinance abandoning a portion of the alley in Block F, Pennock and Potts Addition at 2055 Southerland Street
6. Consider a resolution approving the renewal of an annual maintenance agreement from SunGard Public Sector for use by Police, Fire and EMS
7. Consider a resolution approving a contract with A. J. Gallagher Risk Management Services of Dallas for workers' compensation excess insurance
8. Consider a resolution approving a change order to the contract with Brystar Contracting for the 7th Street Road Project

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSIONS

- * Consider matters related to the deliberation of the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

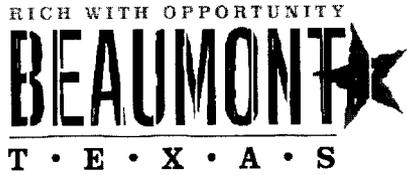
A 3.2632 acre parcel of land in the 300 Block of Neches Street,
Beaumont, Texas 77701

625 Orleans Street, Hotel Beaumont

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

January 7, 2014

Consider an ordinance approving a specific use permit to allow a sports bar in a GC-MD (General Commercial Multiple Family Dwelling) District at 39 N. 11th Street



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: 
Chris Boone, Director of Planning and Community Development

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider an ordinance approving a specific use permit to allow a sports bar in a GC-MD (General Commercial Multiple Family Dwelling) District at 39 N. 11th Street.

BACKGROUND

Christopher Segura is requesting a specific use permit.

On August 19, 2013, Christopher Segura went before Commission and Council to request a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple-Family Dwelling) District. During the meeting, Mr. Segura modified his original request to also request operating as a BYOB establishment. Given this modification to his original request, it was decided to withdraw the application at that time. A decision to only be a sports bar was reached, and parking requirements have been clarified.

The facility will be located in an existing strip center on 11th St. The address of the property is 39 N. 11th Street.

The property is located less than 1000' feet from two school properties. City of Beaumont ordinance states:

Sec. 6.03.003 Proximity of dealer to school, church, day care center or child care facility

(a) *Except as otherwise provided by the Texas Alcoholic Beverage Code, it shall be unlawful for any person to sell or possess for the purpose of sale any alcoholic beverages where the establishment or place of business of any dealer is:*

(1) *Within three hundred (300) feet of a church or public or private school;*

- (2) *Within one thousand (1,000) feet of a public school or a private school if the governing body of the city receives a request from the governing body of the private school or from the board of trustees of the school district under section 38.007, Education Code; or*
- (3) *Within 1000 feet of a day care center or child care facility, as those terms are defined by section 42.002 of the Texas Human Resources Code.*

(b) *The measurement of the distance between the place of business where alcoholic beverages are sold and the church, public or private school, day care center, or child care facility shall be determined as described in sections 109.33 and 109.331 of the Texas Alcoholic Beverage Code, as amended.*

State law (Title 4, Chapter 109, Subchapter A, Section 109.33 “Sales near school, church, or hospital” (c)) requires that the applicant must give written notice of the application to officials of public or private schools within 1000 feet of the nearest property line. The applicant is required to provide a copy of the notice to the State commission with the application.

Utilities and drainage in the area are adequate for the proposed use. Existing parking provided on the lot will be sufficient for the proposed sports bar.

At a Joint Public Hearing held December 16, 2013, the Planning Commission recommended 7:0 to approve a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 39 N. 11th Street with the following condition:

1. Off-street parking should be reconfigured and restriped to meet City of Beaumont requirements.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance with the following condition:

1. Off-street parking should be reconfigured and restriped to meet City of Beaumont requirements.

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

Being PL C6 T63 N, of the Tevis Addition, City of Beaumont, Jefferson County, Texas, containing 1.45 acres, more or less.

BEAUMONT, TEXAS

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: Christopher Scola

APPLICANT'S ADDRESS: 7210 TRAM RD Beaumont TX 77713

APPLICANT'S PHONE #: (409) 550-7704 FAX #:

NAME OF OWNER: ALAN KEVIN TRUST

ADDRESS OF OWNER: 708 6th St Boulder NV 89005

LOCATION OF PROPERTY: 39 N 11th Beaumont TX

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. PL C 6 T 6 3 N TEVIS OR TRACT 25-51 11th St N

BLOCK NO. ACCOUNT # PLAT

ADDITION 240306-000-008400 SURVEY 00000

NUMBER OF ACRES FOR PROPERTY TAX NUMBER OF ACRES

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Sports Bar ZONE: GC-MD

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. PLEASE ADDRESS EACH CONDITION IN DETAIL.

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: July 26 2013

SIGNATURE OF OWNER: [Signature] (IF NOT APPLICANT) DATE:

PLEASE TYPE OR PRINT AND SUBMIT TO: REPRESENTATIVE CITY OF BEAUMONT PLANNING DIVISION 801 MAIN STREET, ROOM 201 BEAUMONT, TX 77701

FILE NUMBER: 2182 P

DATE RECEIVED: Phone - (409) 880-3764 Fax - (409) 880-3133

***** PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES. *****

39 N. 11th St.

The specifics of our business will be a sports bar. I will not conflict with area businesses or impair any property values within immediate vicinity.

There will be no interference with any other business due to the fact that our business will be closed during normal business hours.

Already an existing establishment all roads, drainage, and other supporting facilities already in place.

Already existing driveways and parking

No loud music, signs posted: No controlled substances, No firearms, No alcohol on premises.

Its commercial property, all neighboring properties already have their own lighting.

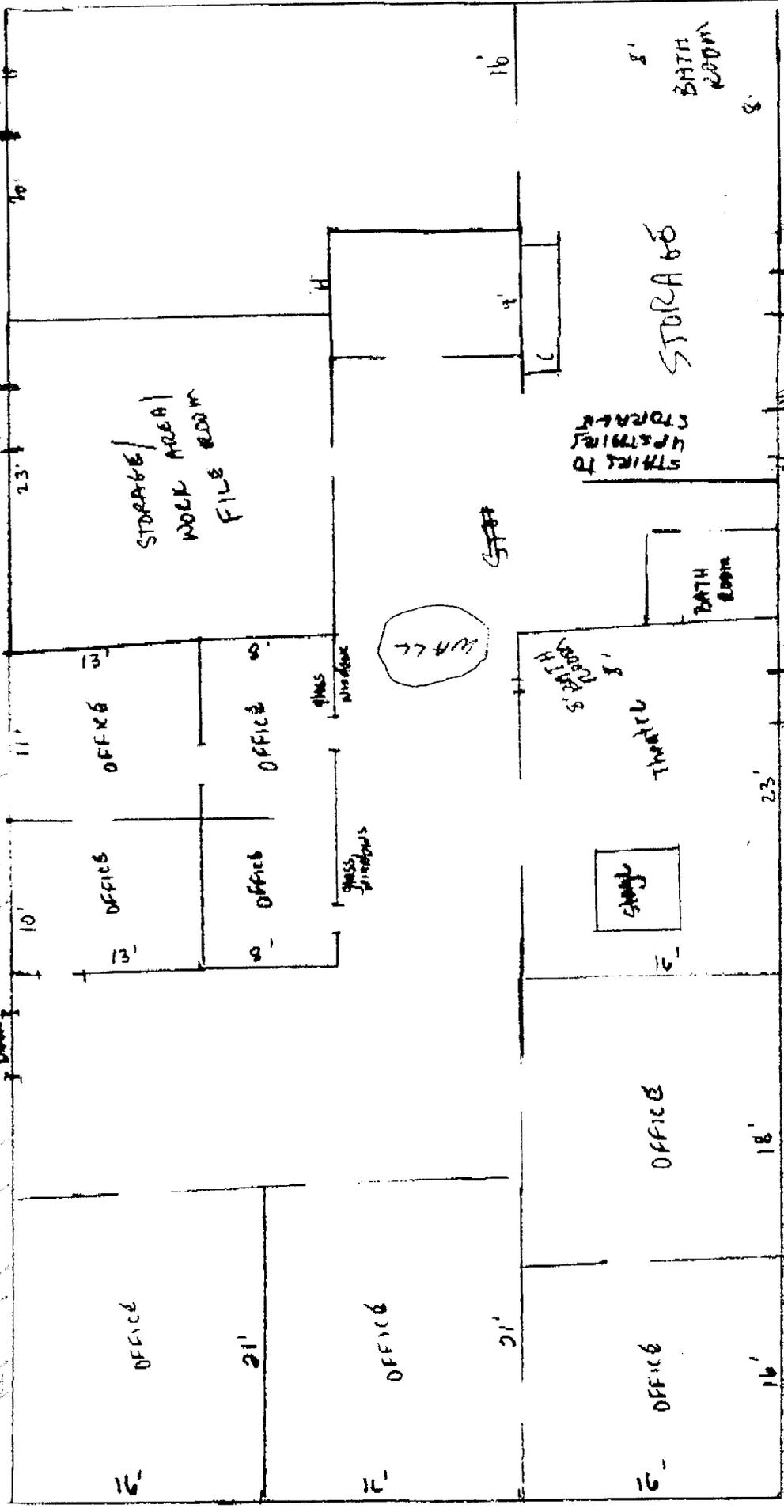
No landscaping issues, already existing property.

10/11

SECURITY FRONT DOOR
PARKING

SECURITY FRONT DOOR

SECURITY FRONT DOOR



ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A SPORTS BAR IN A GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT AT 39 N. 11TH STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Christopher Segura has applied for a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 39 N. 11th Street, being PL C6 T63 N, of the Tevis Addition, City of Beaumont, Jefferson County, Texas, containing 1.45 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 39 N. 11th Street, subject to the following condition:

- Off-street parking should be reconfigured and restriped to meet City of Beaumont requirements;

and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 39 N. 11th Street, being PL C6 T63 N, of the Tevis

Addition, City of Beaumont, Jefferson County, Texas, containing 1.45 acres, more or less, as shown on Exhibit "A," attached hereto, is hereby granted to Christopher Segura, his legal representatives, successors and assigns, as shown on Exhibit "B" and made a part hereof for all purposes, subject to the following condition:

- Off-street parking should be reconfigured and restriped to meet City of Beaumont requirements.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

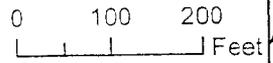
- Mayor Becky Ames -

File 2182-P: Request for a specific use permit to allow a sports bar in a GC-MD (General Commercial-Multiple Family Dwelling) District.

Location: 29 N. 11th Street

Applicant: Christopher Segura, on behalf of Allan Levine Trust

N



Legend

 2182P

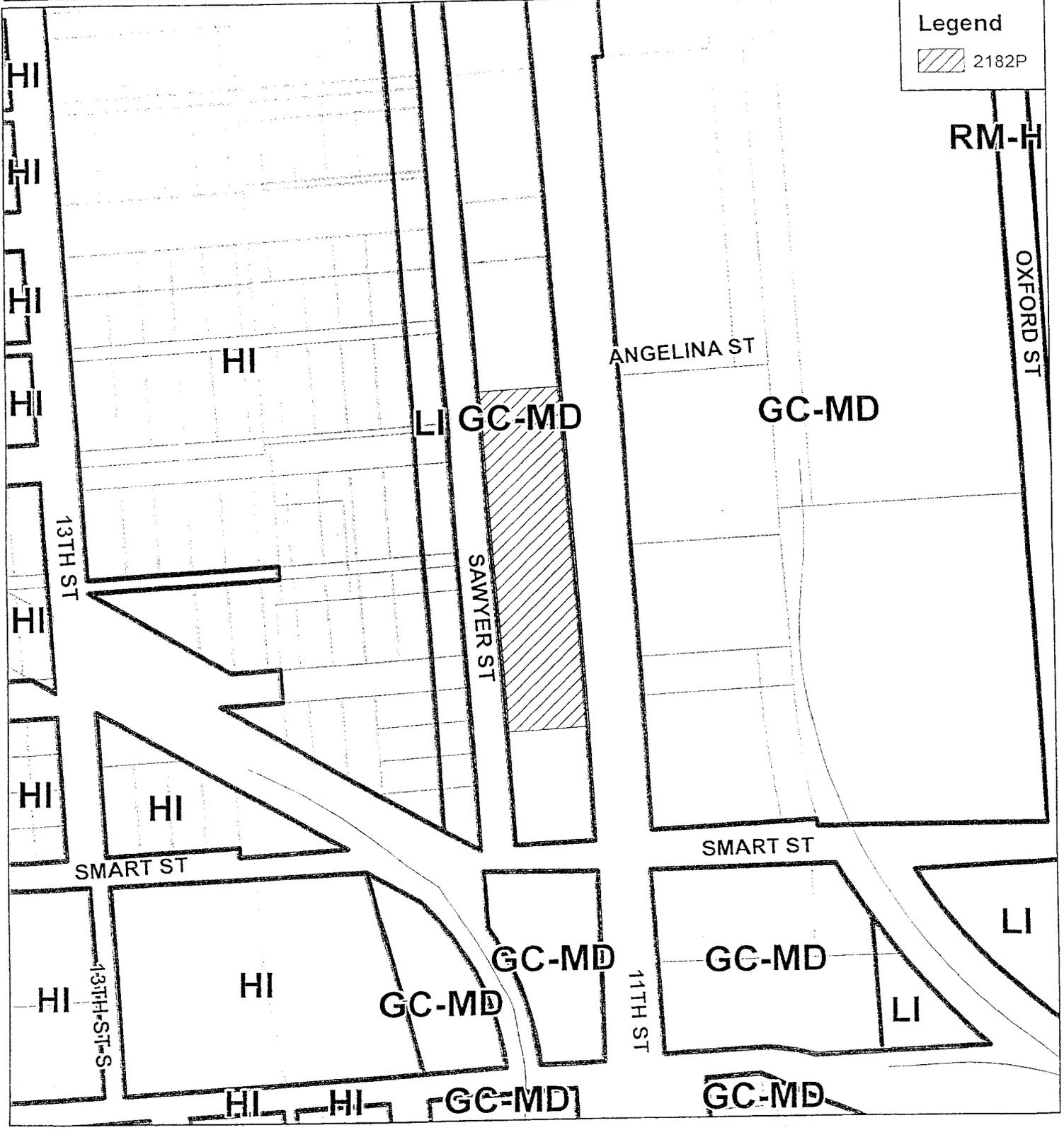
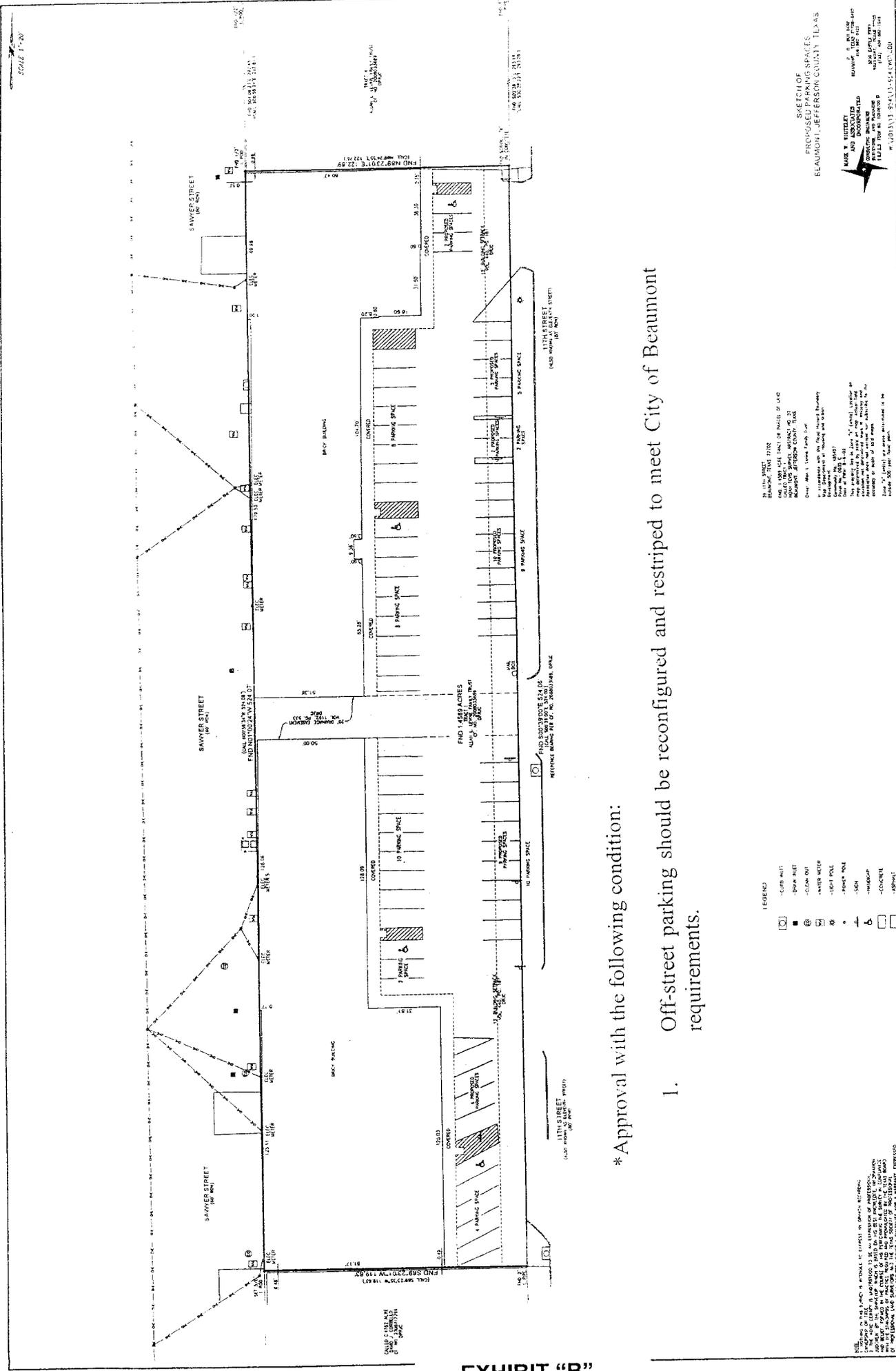


EXHIBIT "A"

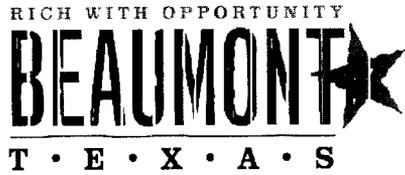


*Approval with the following condition:

1. Off-street parking should be reconfigured and restriped to meet City of Beaumont requirements.

January 7, 2014

Consider an ordinance approving a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, ^{UB} Director of Planning and Community Development

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider an ordinance approving a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane.

BACKGROUND

Jesse Lee Turner has applied for a specific use permit.

Mr. Turner has suffered several recent health setbacks and is no longer able to live alone in his mobile home in Sour Lake. After some discussion between him and his sister, Ruby Lee Turner Ott, they decided they would prefer to live together at this property. The family felt it best to construct a separate quarters at the rear of Ms. Ott's home to provide each of them some privacy and independence. The structure would be a 20.5' x 28.5' single story residence.

At a Joint Public Hearing held December 16, 2013, the Planning Commission recommended 7:0 to approve a specific use permit subject to the following conditions:

1. The mother-in-law quarters will not be leased.
2. The mother-in-law quarters shall not be on a separate electrical meter.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance subject the following conditions:

1. The mother-in-law quarters will not be leased.
2. The mother-in-law quarters shall not be on a separate electrical meter.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 23, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: Jesse Lee Turner Jr.

APPLICANT'S ADDRESS: 2910 Toccia Road, Apt #132, Beaumont, Tx 77703

APPLICANT'S PHONE #: (409)-651-8491 FAX #:

NAME OF OWNER: Ruby T. Ott

ADDRESS OF OWNER: 5310 LINDA LANE, Beaumont, Texas 77703

LOCATION OF PROPERTY: Woodland Acres 5310 Linda Lane

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 9 OR TRACT _____

BLOCK NO. 2 PLAT _____

ADDITION Woodland Acres SURVEY _____

NUMBER OF ACRES 0.58 NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Mother-in-Law Quarters ZONE: RS

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: Jesse Lee Turner Jr. DATE: Nov. 21, 2013

SIGNATURE OF OWNER: Ruby Ott (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2413-P

DATE RECEIVED: 11/22/13

Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

City Of Beaumont
801 Main Street
Beaumont, Texas 77704

Re: Specific Use Permit Application
5310 Linda Lane

Dear Sir,

In accordance with the requirements of the Specific Use Permit Application, we submit this description of the proposed building. The proposed residential building has a footprint of approximately 580 square feet. The building will serve as a secondary, mother-in-law type residence for the property. The construction of the structure shall be in accordance to the International Building Code with Texas windstorm revisions.

The proposed building shall not impede the function of the existing residence or the surrounding properties. The architectural style and structural composition shall consistent with the existing residence and shall therefore not impair property values.

The proposed building shall be located at the appropriate setback from the adjacent vacant lot, which is also owned by the land owner, and shall therefore not impede the normal and orderly development of the adjacent lot.

The proposed building shall have only a minor impact on the drainage and utilities. The utilities for the existing residence are adequate. The property currently surface drains to the roadside ditch.

The existing gravel driveway shall be utilized for vehicular access and parking.

The proposed building is set back from the surrounding property owner. The light, residential construction will be conducted during business hours and should not generate exuberant odor, fumes, dust, noise, or vibration.

No directional lighting will be provided for this project.

New landscaping shall match existing residence.

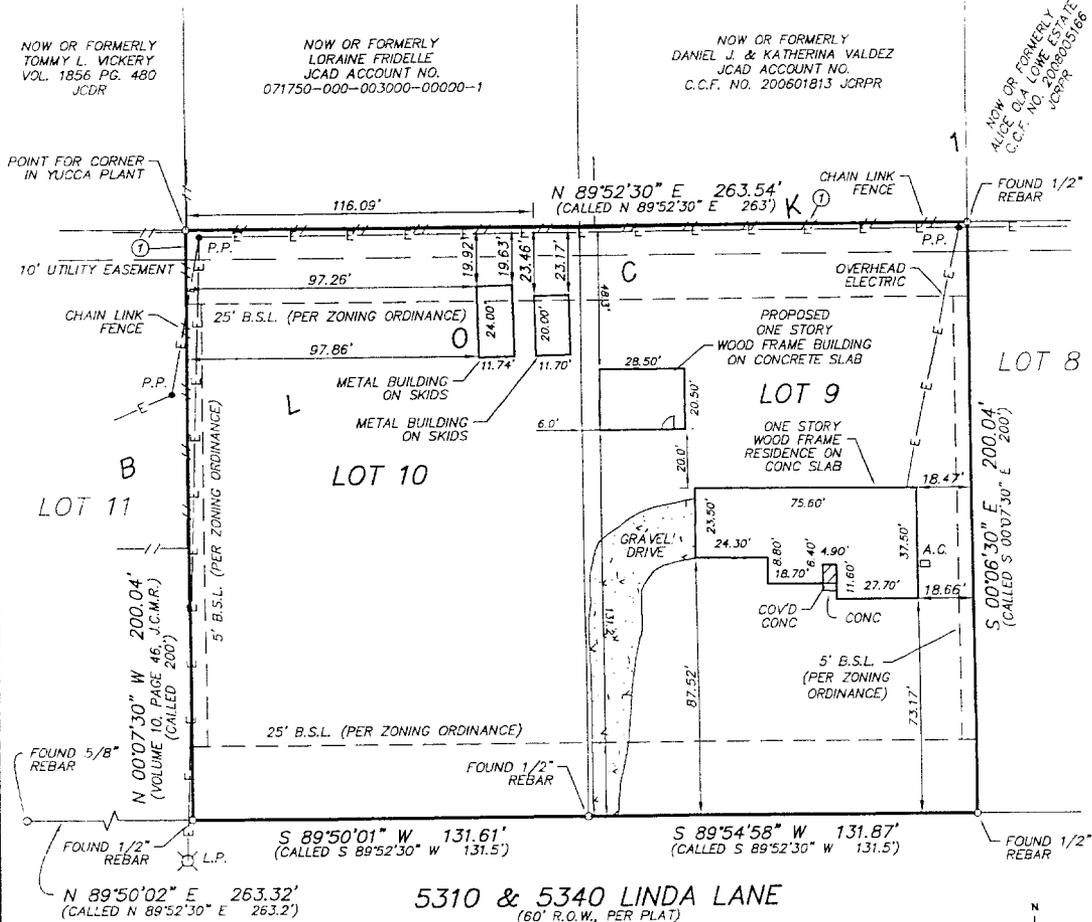
The proposed building shall be located in a stable area and the proposed use is within accordance with the comprehensive plan.

SURVEY LEGEND

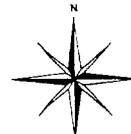
- E—E— ELECTRIC LINE
- PL—PL— PIPELINE
- T—T— TELEPHONE LINE
- CONCRETE SURFACE
- COVERED AREA
- ROCK OR GRAVEL
- SWIMMING POOL
- DITCH
- LAWN
- A.C. AIR CONDITIONING UNIT
- ° P.P. POWER POLE
- ⊗ STREETLIGHT
- == == == WOOD FENCE
- //— CHAIN LINK FENCE
- X— BARBED WIRE FENCE

CLIENT: DEVIN JONES

GF#: —



THIS SURVEY WAS COMPLETED WITHOUT A TITLE COMMITMENT. EASEMENTS AND OTHER ENCUMBRANCES OF RECORD WERE NOT RESEARCHED AS PART OF OUR SERVICES. EASEMENTS AND ENCUMBRANCES MAY EXIST ON THIS PROPERTY AND ARE NOT REFLECTED ON THIS PLAT.



SCALE: 1" = 50'

SURVEYOR'S CERTIFICATE:

I do hereby certify to the best of my knowledge and belief that this is an accurate plat of a survey made on the ground, under my supervision, showing above ground improvements, visible encroachments and proposed structure, as of OCTOBER 29, 2013.
 The above tract being located at 5310 & 5340 LINDA LANE, BEAUMONT, TEXAS 77708
 The tract being described as THE SOUTH 200' OF LOT NUMBER NINE (9) AND LOT NUMBER TEN (10), IN BLOCK NUMBER ONE (1), OF WOODLAND ACRES as recorded in VOLUME 10, PAGE 46, OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS. In accordance with Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency, the subject tract is located in Flood Zone noted below. The location of the property was determined by scale. Actual field elevation was not determined, unless requested. FAUST Engineering and Surveying, Inc. does not warrant or subscribe to the accuracy of said map.

Richard F. Faust

© 2013 FAUST Engineering and Surveying, Inc. All rights reserved.

THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

RICHARD F. FAUST
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782
 ENGINEERING FIRM REGISTRATION NO. 4800
 SURVEYING FIRM REGISTRATION NO. 100024-00

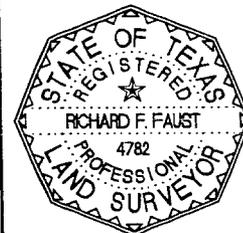
SURVEYOR'S NOTES:

Date: OCTOBER 29, 2013
 Census Tract: 2.00
 FEMA Flood Zone: X
 Community Panel NO.: 485457-0045 C
 Panel Date: 8/6/02
 Field Book No.: 13-6
 Project No. 130320

1. FENCES OVERLAP 10' UTILITY EASEMENT

Faust

ENGINEERING AND SURVEYING, INC.
 2525 CALDER STREET ■ BEAUMONT, TEXAS 77702
 (409) 813-3410 ■ FAX (409) 813-3484





Engineers & Designers

SIGMA ENGINEERS, INC.

4099 Calder Ave.
Beaumont, Texas 77706

Phone (409) 898-1001
Fax (409) 898-8420

DJ
DRAWN BY
DJ
CHECKED BY
DJ
APPROVED BY

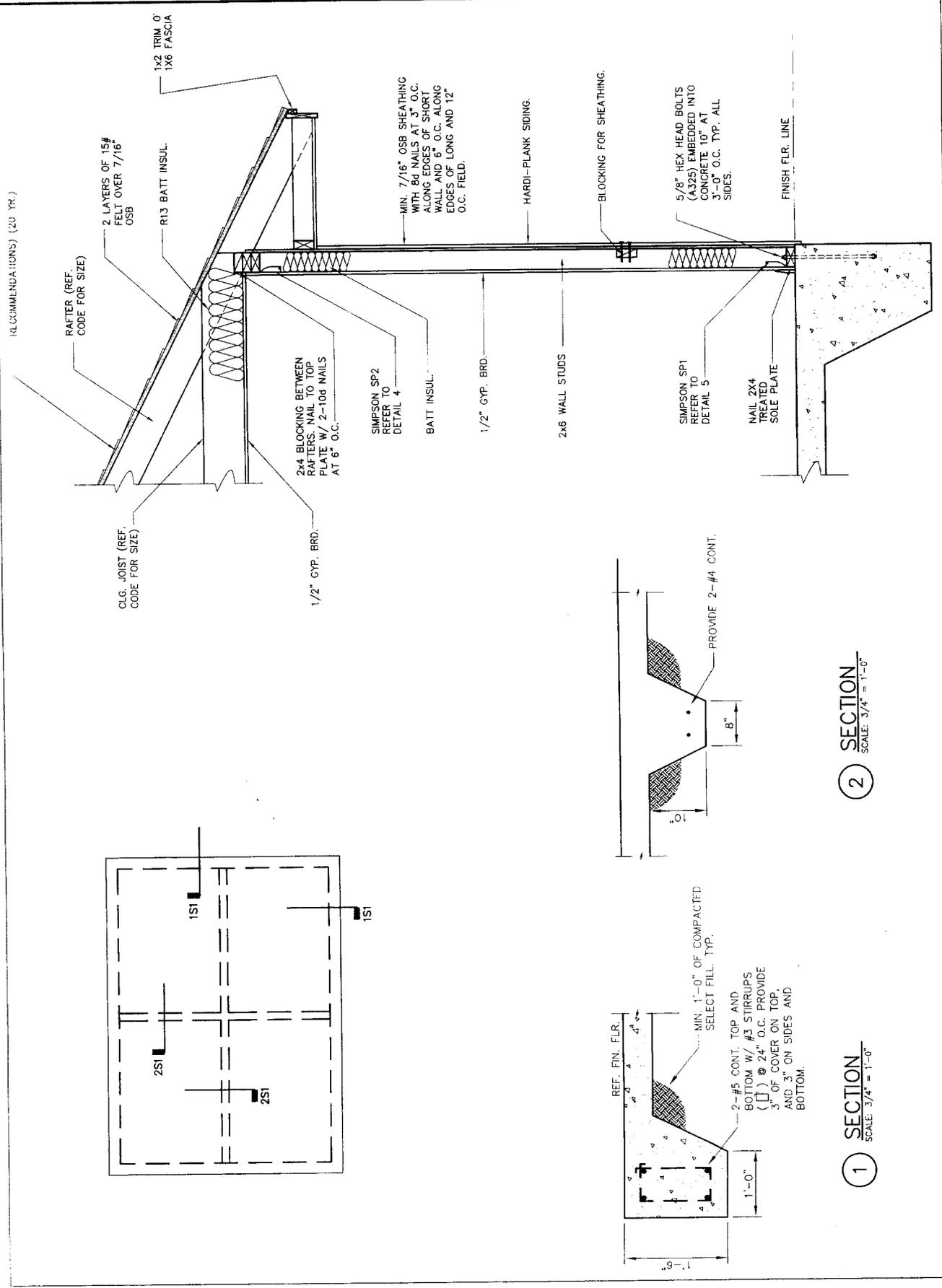
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RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION
OF SIGMA ENGINEERS, INC.

SHEET NUMBER

S1

OF SHEETS

13-000
PROJECT NO.



ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A MOTHER-IN-LAW QUARTERS IN AN RS (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT AT 5310 LINDA LANE IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Jesse Lee Turner and Ruby Turner Ott have applied for a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane, being Lot 9, Block 1, Woodland Acres, City of Beaumont, Jefferson County, Texas, containing 4.807 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane, subject to the following conditions:

- The mother-in-law quarters will not be leased;
- The mother-in-law quarters shall not be on a separate electrical meter;

and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a mother-in-law quarters in an RS (Residential Single Family Dwelling) District at 5310 Linda Lane, being Lot 9, Block 1, Woodland Acres, City of Beaumont, Jefferson County, Texas, containing 4.807 acres, more or less, as shown on Exhibit "A," attached hereto, is hereby granted to Jesse Lee Turner and Ruby Turner Ott, their legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- The mother-in-law quarters will not be leased.
- The mother-in-law quarters shall not be on a separate electrical meter.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

File 2193-P: Request for a specific use permit to allow mother-in-law quarters in an R-S
(Residential – Single Family) District.
Location: 5310 Linda Lane
Applicant: Jesse Lee Turner, Jr.

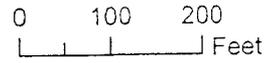


EXHIBIT "A"



Engineers & Designers

SIGMA ENGINEERS, INC.

4099 Calder Ave. Benham, Texas 77706

Phone (409) 898-1001 Fax (409) 898-3420

DJ DRAWN BY DJ CHECKED BY DJ APPROVED BY

THIS DRAWING IS THE PROPERTY OF SIGMA ENGINEERS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SIGMA ENGINEERS, INC.

SHEET NUMBER

A1

OF SHEETS

13-000 PROJECT NO.

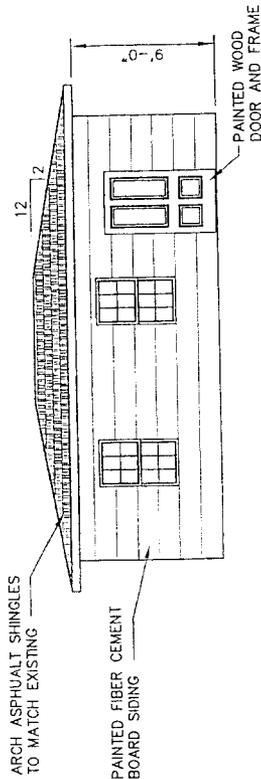
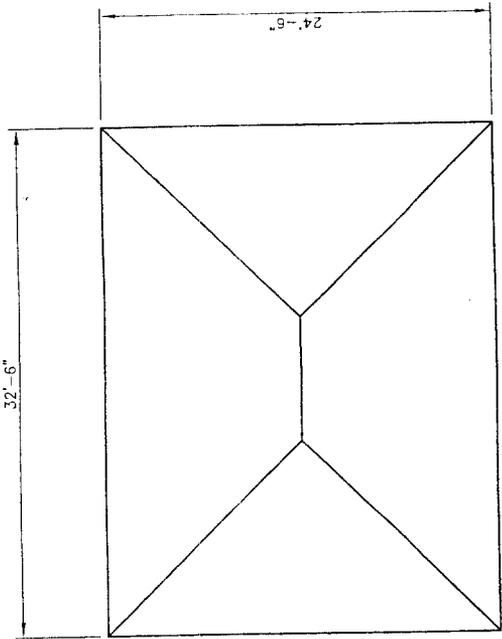


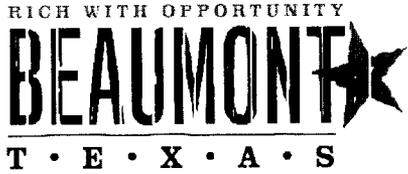
EXHIBIT "B"

*Approval of ordinance subject the following conditions:

1. The mother-in-law quarters will not be leased.
2. The mother-in-law quarters shall not be on a separate electrical meter.

January 7, 2014

Consider an ordinance approving a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Director of Planning and Community Development

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider an ordinance approving a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street.

BACKGROUND

Millinneum Storage, LLC, is requesting a specific use permit.

The GC-MD zoning at 1501 N. 7th Street allows for this kind of use with a specific use permit.

The applicants propose to revitalize the existing commercial building with many improvements including, but not limited to, the roof and façade. Phase I would incorporate the front 2 buildings and provide 350-400 storage units. Once this phase reaches 70% lease-out, Phase II will build-out the 2 rear buildings for additional units/ rental space. Parking and utilities exist on the site to handle expected demand and has met the requirements of the City. Landscaping will be added to enhance the property.

At a Joint Public Hearing held December 16, 2013, the Planning Commission recommended 7:0 to approve a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th with the following conditions:

1. Applicant must seek approval from TX DOT for driveway access.
2. Perimeter landscaping of off-street parking must meet City requirements.
3. Monument sign must meet setback requirements.
4. Sidewalks must be added/maintained.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance with the following conditions:

1. Applicant must seek approval from TX DOT for driveway access.
2. Perimeter landscaping of off-street parking must meet City requirements.
3. Monument sign must meet setback requirements.
4. Sidewalks must be added/maintained.

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

Being Tracts 194A & 194C, Plat D12, A. Williams Survey, City of Beaumont, Jefferson County, Texas, containing 4.807 acres, more or less.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: Multiterra Storage LLC JASON Alexander

APPLICANT'S ADDRESS: 2411 Park St Pearland, TX 77581

APPLICANT'S PHONE #: 281-507-1412 FAX #: 281-485-2456

NAME OF OWNER: American Industrial Warehouse Distribution Inc

ADDRESS OF OWNER: 2445 Calder Suite 1040 BEAUMONT TX 77702

LOCATION OF PROPERTY: 1501 North 7th St, Beaumont, Texas

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT 194A, 194C
BLOCK NO. _____ PLAT D12
ADDITION _____ SURVEY A Williams
NUMBER OF ACRES _____ NUMBER OF ACRES 4.292, .515

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Self Storage, Truck Rental ZONE: GCMD

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. PLEASE ADDRESS EACH CONDITION IN DETAIL.

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: 11/26/13

SIGNATURE OF OWNER: [Signature] DATE: 11-26-13

PLEASE TYPE OR PRINT AND SUBMIT TO:
CITY OF BEAUMONT
PLANNING DIVISION
301 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2191-P
DATE RECEIVED: 12/2/13

Phone - (409) 880-3764
Fax - (409) 880-3153

PLEASE READ AND NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

City of Beaumont, Texas

To whom it may concern:

I am writing to petition the City of Beaumont in order to apply for an SUP (Specific Use Permit) at the address of 1501 N. 7th St. in Beaumont, TX 77703. The proposed use for the SUP will be self-storage and truck rental. We would like this change to be done so that we may accommodate opening up a climatized self-storage facility inside the current structure of this location. A feasibility study conducted by a third party indicated a need for additional self-storage units in this area. We will revitalize the building with many improvements including roof, façade, paving and site clean-up. We will work with the city to address any requirements our attached site plan does not address. We intend to provide a respectful amount of landscaping to the property in order to give our business an attractive presence in the community.

Thank you for your consideration.

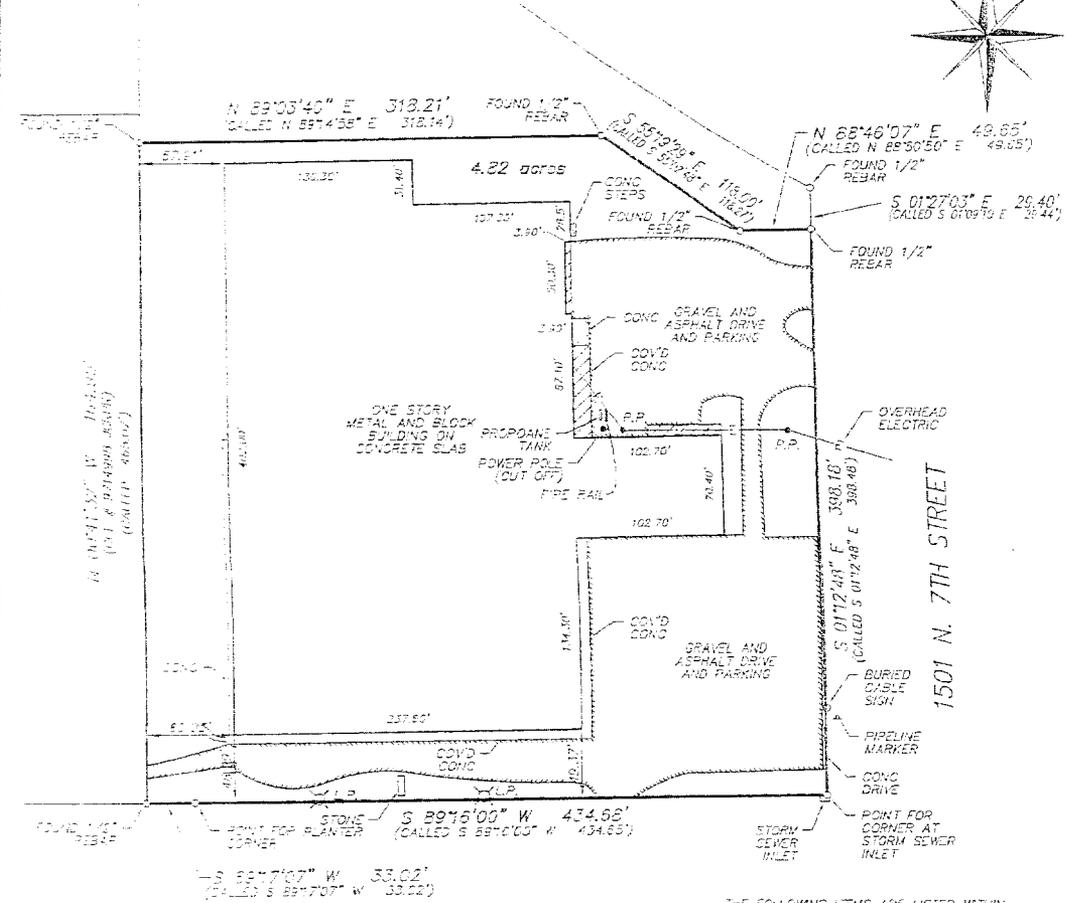
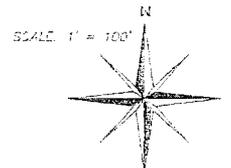
Sincerely,

Millennium Storage, LLC

SURVEY LEGEND

	ELECTRIC LINE		CONCRETE SURFACE		SWIMMING POOL		A.C. AIR CONDITIONING UNIT		WOOD FENCE
	BREAKS		COVERED AREA		DITCH		P.P. POWER POLE		CHAIN LINK FENCE
	TELEPHONE LINE		ROCK OR GRAVEL		LAWN		STREETLIGHT		BARBED WIRE FENCE

CLIENT: WHITE OAK INVESTMENTS, LP GF#: 16944-MV



INTERSTATE 10 FRONTAGE ROAD

THE FOLLOWING ITEMS ARE LISTED WITHIN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED ON NOVEMBER 7, 2013, AND ARE REFERENCED AS FOLLOWS:

ITEM 10.E) EASEMENT IN FAVOR OF GULF STATES UTILITIES COMPANY AS RECORDED IN COUNTY CLERK'S FILE NO. 9436265, U.C.O.P.P.

SURVEYOR'S CERTIFICATE

I, the undersigned, do hereby certify, to the best of my knowledge and belief that this is an accurate plat of a survey made on the ground, under my supervision, showing above ground improvements and visible encroachments, as of NOVEMBER 16, 2013. The above tract being located at 1501 N. 7TH STREET, BEAUMONT, TEXAS 77703. The tract being described as A 4.22 ACRE TRACT OUT OF THE A. WILLIAMS SURVEY, ABSTRACT 385 as recorded in VOLUME 4, PAGE 4, OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. In accordance with Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency, the subject tract is located in Flood Zone noted thereon. The location of the property was determined by scale. Actual field elevation was not determined, unless requested. R.F. Faust Engineering and Surveying, Inc. does not warrant or subscribe to the accuracy of said map.

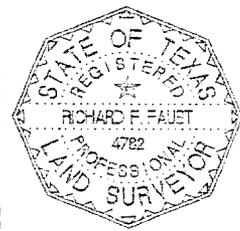
RICHARD F. FAUST, Registered Professional Land Surveyor No. 4782, certifies that this plat was prepared by him or under his direct supervision and that he is a duly licensed and qualified professional land surveyor. This plat is provided for this transaction only and is not to be used for any other purpose or by other parties. The undersigned surveyor is not responsible for any loss resulting therefrom.

Richard F. Faust
 RICHARD F. FAUST
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782
 ENGINEERING FIRM REGISTRATION NO. 4800
 SURVEYING FIRM REGISTRATION NO. 100024-00

Date: NOVEMBER 16, 2013
Client: White Oak Investments, LP
Field Book: 16944-MV
Job Number: 16944-MV
Date Done: 11-16-13
Map Book: 16944-MV
Project: 16944-MV

SURVEYOR'S NOTES:

ENGINEERING AND SURVEYING INC.
 478 CHANDLER STREET • BEAUMONT, TEXAS 77705
 409-830-2411 • FAX 409-830-2494



ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A SELF STORAGE AND TRUCK RENTAL FACILITY IN A GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT AT 1501 N. 7TH STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Millinneum Storage, LLC has applied for a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street, being Tracts 194A & 194C, Plat D12, A. Williams Survey, City of Beaumont, Jefferson County, Texas, containing 4.807 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street, subject to the following conditions:

- Applicant must seek approval from TXDOT for driveway access;
- Perimeter landscaping of off-street parking must meet City requirements;
- Monument sign must meet setback requirements;
- Sidewalks must be added/maintained;

and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial-Multiple Family Dwelling) District at 1501 N. 7th Street, being Tract 194A & 194C, Plat D12, A. Williams Survey, City of Beaumont, Jefferson County, Texas, containing 4.807 acres, more or less, as shown on Exhibit "A," attached hereto, is hereby granted to Millinneum Storage, LLC, its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- Applicant must seek approval from TXDOT for driveway access.
- Perimeter landscaping of off-street parking must meet City requirements.
- Monument sign must meet setback requirements.
- Sidewalks must be added/maintained.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B," and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of
January, 2014.

- Mayor Becky Ames -

File 2191-P: Request for a specific use permit to allow a self storage and truck rental facility in a GC-MD (General Commercial – Multiple Family Dwelling) District.
Location: 1501 N. 7th Street
Applicant: American Industrial Warehouse

N

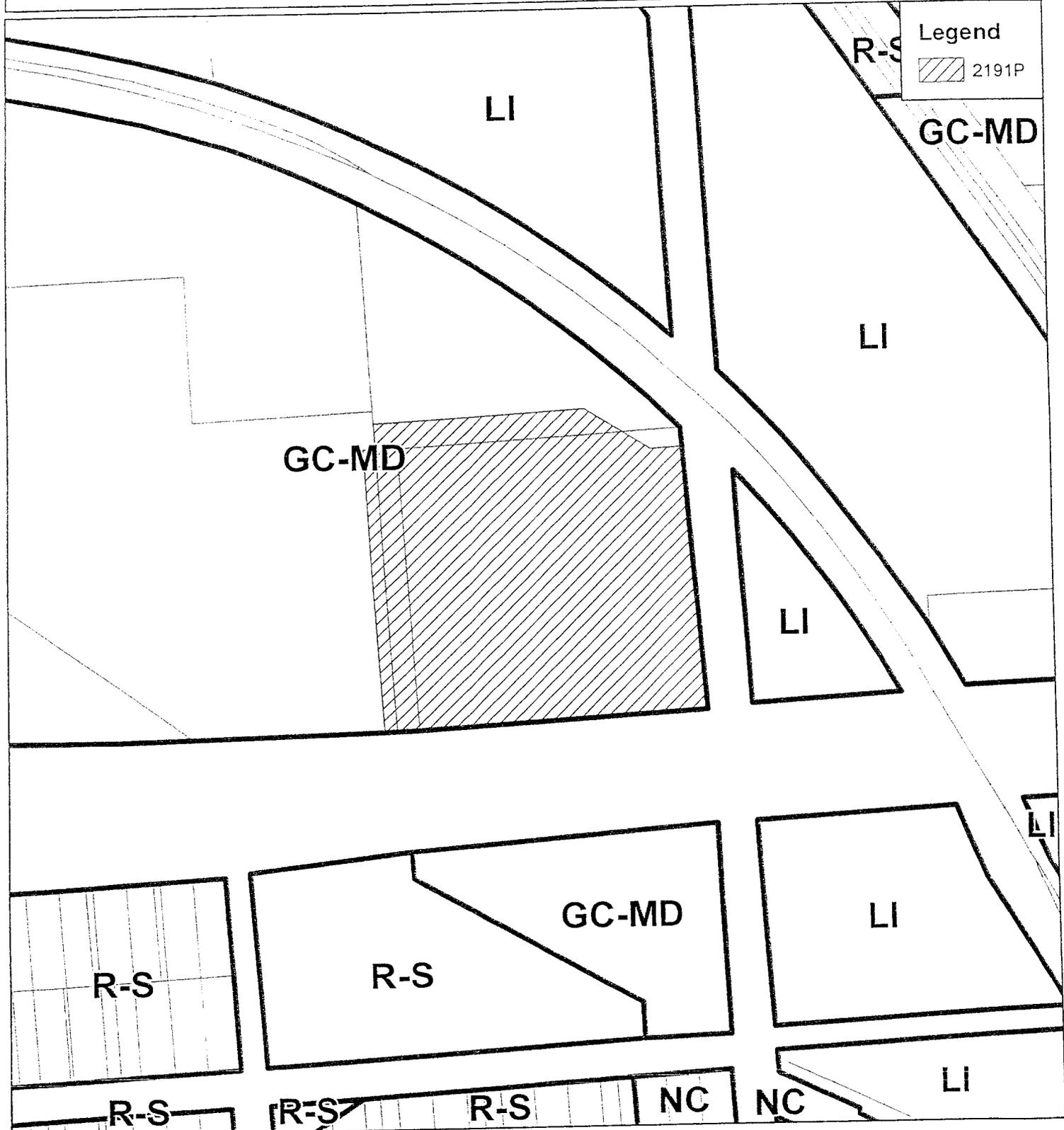
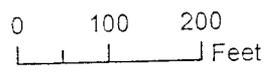
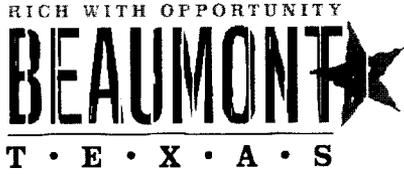


EXHIBIT "A"

January 7, 2014

Consider an ordinance approving a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CB} Chris Boone, Director of Planning and Community Development

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider an ordinance approving a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive.

BACKGROUND

Wilson Investments, Inc., is requesting a specific use permit.

The LI zoning at 3155 W. Cardinal Drive allows for this kind of use with a specific use permit.

GHX Industrial, L.L.C., the company wishing to relocate to this site, provides localized manufacturing and services to 24 locations across the US. The property to the East, West & South is all zoned LI (Light Industrial) and, if developed, occupied by compatible uses. Water Utilities is requesting an industrial waste water survey along with information to determine if the facility is subject to pretreatment regulations. All necessary utilities are available at the site and otherwise appear adequate to meet City of Beaumont requirements.

At a Joint Public Hearing held December 16, 2013, the Planning Commission recommended 7:0 to approve a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive subject to the following conditions:

1. Applicant must seek approval from TX DOT for driveway access.
2. Revised site plan required to accommodate landscape requirements.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance subject the following conditions:

1. Applicant must seek approval from TX DOT for driveway access.
2. Revised site plan required to accommodate landscape requirements.

**SPECIFIC USE PERMIT APPLICATION BEAUMONT,
TEXAS**

(Chapter 28. City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: W. E. Wilson, Jr. c/o Wilson Investments, Inc.

APPLICANT'S ADDRESS: 2615 Calder, Suite 1050, Beaumont, Texas 77702

APPLICANT'S PHONE #: (409) 833-1908 FAX #: ~~(409) 838-2656~~

NAME OF OWNER: LAMAD, LP, PO Box 20755, Beaumont, Texas

ADDRESS OF OWNER: E. G. Cordts, Jr. SHP Management, 5 Acadiana Court, Suite A, Beaumont, Texas
W. E. Wilson, Jr., Wilson Investments, 2615 Calder, Suite 1050, Beaumont, Texas

LOCATION OF PROPERTY: 3155 W. Cardinal Drive, Beaumont, Texas

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. SEE ATTACHED PROPERTY DESCRIPTION OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

NUMBER OF ACRES _____ NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Hose and Gasket Fabrication ZONE: Light Industrial

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....\$450.00
5 ACRES OR MORE.....\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT:  DATE: 11/21/2013
SEE SIGNATURE PAGE ATTACHED

SIGNATURE OF OWNER: _____ DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO: CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201 BEAUMONT, TX 77701

FILE NUMBER: 2192-P
DATE RECEIVED: 11/21/13

Phone - (409) 880-3764
Fax - (409) 880-3133

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Chairman
Billy J. Smith, Jr., President
Donald R. King, P.E.
Walter J. Ksiazek, R.P.L.S.

November 20, 2013

Planning Commissioners & City Council
City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

Re: **Application for Specific Use Permit
GHX Industrial, LLC,**

Dear Commissioners and Council Members:

This application is submitted to you on behalf of Wilson and Company for a proposed light industrial facility to be located at 3155 W. Cardinal Drive in Beaumont. The use of the property is consistent with current zoning and requires a specific use permit due to the nature of the business activities to be conducted on the site. GHX Industrial, LLC, the business relocating to this property, manufactures industrial gaskets and hoses. They are currently located at 1550 E. Cardinal Drive in Beaumont. We have submitted a brochure describing their business activities with this application.

We believe that all conditions required by the zoning ordinance for issuance of a Specific Use Permit will be met by this project as detailed below:

1. **CONDITION** - That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity.
MET - The property adjacent to the site and fronting Cardinal Drive is zoned for light industrial uses. The property adjacent to the West is currently being utilized as light industrial and the property adjacent to the East is vacant land also zoned for light industrial uses. The proposed GHX facility is completely compatible with zoning and use as it is currently operating as such at 1550 E. Cardinal Drive.
2. **CONDITION** - That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property.
MET - The surrounding vacant land is zoned for light industrial use as is the proposed GHX site.
3. **CONDITION** - That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided.
MET - Adequate water, access roads, and drainage is available and/or will be provided according to the requirements of the City of Beaumont to include fire protection and a drainage plan as directed by Drainage District 6.
4. **CONDITION** - The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.

MET – As can be seen from the proposed site plan, adequate parking, driveway access, fire department access, and materials pick-up and delivery are addressed in a safe manner and without any impediment to pedestrian movement or adjacent development.

5. CONDITION - That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration.

MET – The facility will be of steel construction with a concrete tilt-wall exterior. Facility operations are primarily conducted within the building envelope. Little, if any offensive conditions will exist outside of the building. Normal operations will include the routine pick-up and delivery of materials consistent with operations within light industrial zoning.

6. CONDITION - That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.

Met – Lighting planned for the facility will be directional in nature and will not adversely affect neighboring properties.

7. That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property.

MET – Landscaping, screening and irrigation will be provided consistent with City of Beaumont requirements. This is indicated on the site plan.

8. CONDITION - That the proposed use is in accordance with the Comprehensive Plan.

MET – The GHX facility proposed is consistent with the City of Beaumont Comprehensive Plan. The business activities conducted by GHX are entirely consistent with the current light Industrial zoning of the property as designated by the City. It is compatible with adjacent business activities will merely be a relocation of the business currently located at 1550 E. Cardinal Drive to a newer and larger facility.

Sincerely,

FITZ & SHIPMAN, INC.

Billy J. Smith, Jr.

Billy J. Smith, Jr.

For the firm

SIGNATURE PAGE

Application for Specific Use Permit
Proposed GHX Industrial Facility
3155 West Cardinal Drive
Beaumont, Texas

SIGNATURE OF OWNERS:



W. E. WILSON, JR.
c/o Wilson Investments
2615 Calder Suite 1050
Beaumont, Texas 77702

PSS

LOMAD, LP

BY:



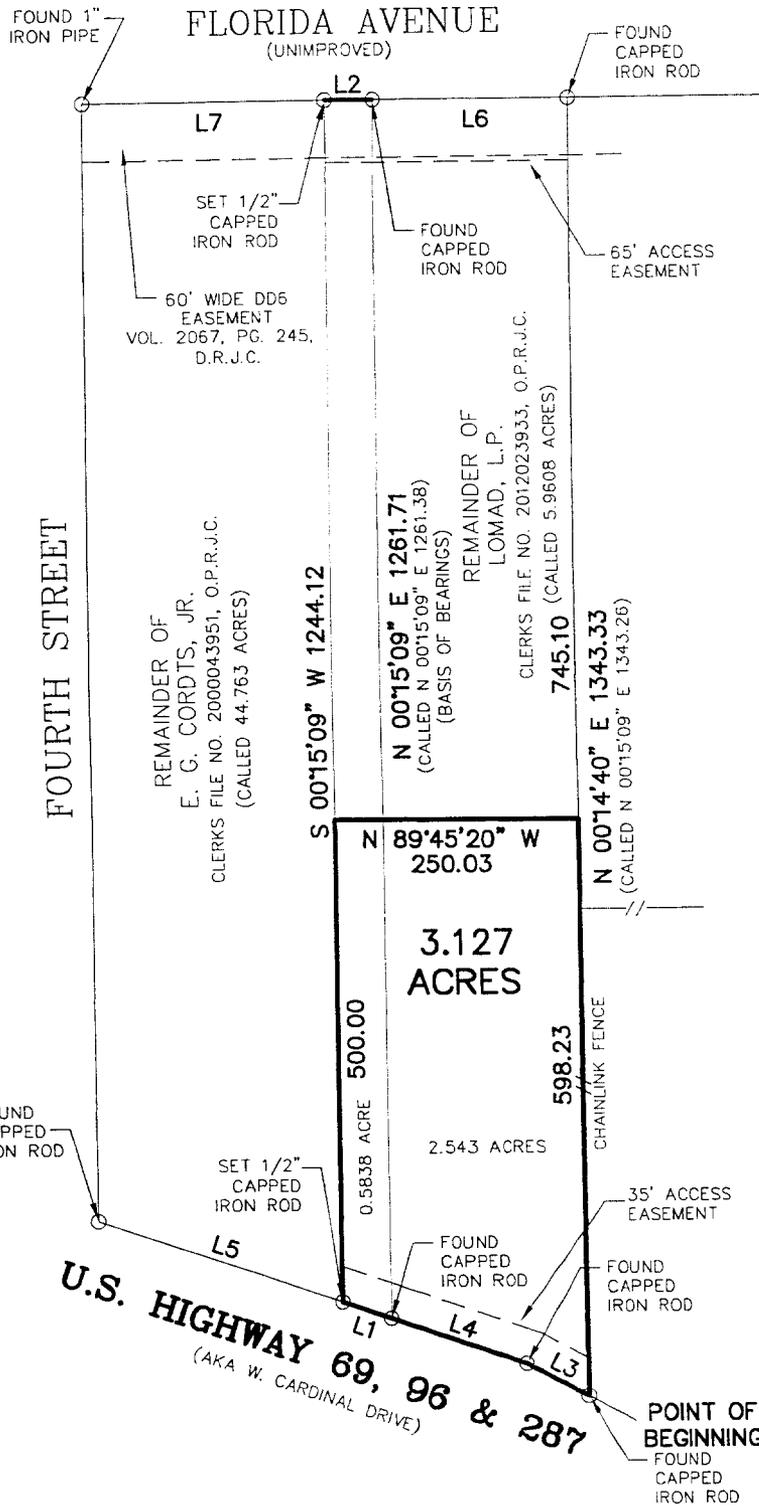
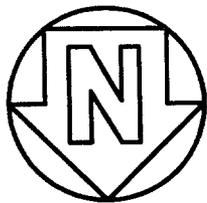
Its: Vice President of
P. O. Box 20755
Beaumont, Texas 77720

Naymola Investments, Inc.
General Partner of Lomad LP



E. G. Cordts, Jr.
SHP Management, Inc.
5 Acadiana Court, Suite A
Beaumont, Texas 77706

NUMBER	DIRECTION	DISTANCE
L1	S 70°42'06" E	52.89
CALLED	S 70°42'37" E	
L2	S 89°52'22" W	50.00
CALLED	S 89°57'57" W	
L3	N 61°38'26" W	71.35
CALLED	N 61°39'54" W	71.32
L4	N 70°43'02" W	145.11
CALLED	N 70°42'27" W	145.01
L5	S 70°42'06" E	261.04
CALLED	S 70°42'37" E	
L6	N 89°56'46" W	199.93
CALLED	N 89°57'57" W	200.00
L7	N 89°52'22" E	248.38
CALLED	N 89°57'57" E	



Q:\PROJECTS\13102 - GHX Industrial Facility\Survey\13102BDRY.DWG Nov 20, 2013 04:43pm

Fittz & Shipman
INC.
Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303

LOCATION OF PROPOSED GHX INDUSTRIAL FACILITY

PROJECT NAME: 3.127 ACRE TRACT
J. W. BULLOCK SURVEY, A-7
JEFFERSON COUNTY, TX

DATE: 11-20-13

SHEET NO.

1

PROJECT NO.
13102.0000

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOSE AND GASKET FABRICATION PLANT IN AN LI (LIGHT INDUSTRIAL) DISTRICT AT 3155 W. CARDINAL DRIVE IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Wilson Investments, Inc., on behalf of the owners, W. E. Wilson, Jr., LOMAD, L.P., and E. G. Cordts, Jr., has applied for a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive, as described in Exhibit "A" and shown on Exhibit "B," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District at 3155 W. Cardinal Drive, subject to the following conditions:

- Applicant must seek approval from TXDOT for driveway access;
- Revised site plan required to accommodate landscape requirements;

and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a hose and gasket fabrication plant in a LI (Light Industrial) District at 3155 W. Cardinal Drive, as described in Exhibit "A" and shown on

Exhibit "B," attached hereto, is hereby granted to W. E. Wilson, Jr., LOMAD, L.P., and E. G. Cordts, Jr., their legal representatives, successors and assigns, as shown on Exhibit "C," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- Applicant must seek approval from TXDOT for driveway access.
- Revised site plan required to accommodate landscape requirements.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "C" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

ON PROPERTY DESCRIBED AS FOLLOWS: Being That certain 3.127 acre tract out of the J. W. Bullock Survey, Abstract 7, Jefferson County, Texas, being comprised of 2.543 acres out of a called 5.9608 acre tract conveyed to LoMad, L. P. as recorded in Clerk's File No. 2012023933 of the Official Public Records of Jefferson County, Texas and a 0.5838 acre tract out of the remainder of a called 44.763 acre tract conveyed to E. G. Cordts, Jr. said 3.127 acres being more particularly described by metes and bounds as follows:

Note: The Basis of Bearings is the east line of the said 5.9608 acre tract having been called North 00°15'09" East 1261.71 feet.

BEGINNING at a capped iron rod found in the south right-of-way line of U. S. Highway 69, 96 and 287 (aka W. Cardinal Drive) for the northwest corner of the said 5.9608, 2.543 and 3.127 acre tracts;

THENCE South 61°38'26" East along the said south right-of-way line of U.S. Highway 69, 96 and 287 (aka W. Cardinal Drive) for the northwest corner of the said 5.9608, 2.543 and 3.127 acre tract A DISTANCE OF 71.35 FEET (CALLED South 61°39'54" East 71.32 feet) to a capped iron rod found for an angle point;

THENCE South 70°43'02" East continuing along the said south right-of-way line of U. S. Highway 69, 96 and 287 (aka W. Cardinal Drive) and the said north line of the 5.9608, 2.543 and 3.127 acre tracts a distance of 145.11 feet (called South 70°42'27" East 145.01 feet) to a capped iron rod found for the northwest corner of the said 0.5838 acre tract, the northeast corner of the said 5.9608 and 2.543 acre tracts and an angle point of the said 3.127 acre tract;

THENCE South 70°42'06" East continuing along the said right-of-way line of U.S. Highway 69, 96 and 287 (aka W. Cardinal Drive) and the north line of the said 0.5838 and 3.127 acre tracts a distance of 52.89 feet (called South 70°42'37" East) to a ½" capped iron rod set for the northeast corner of the said 0.5838 and 3.127 acre tracts;

THENCE North 89°45'20" West along the south line of the said 0.5838, 2.543 and 3.127 acre tracts a distance of 250.03 feet to a point in the west line of the said 5.9608 acre tract for the southwest corner of the said 2.543 and 3.127 acre tracts from which a capped iron found for the southwest corner of the said 5.9608 acre tract bears South 00°14'40" West 745.10 feet (called South 00°15'09" East);

THENCE North 00°14'40" East along the west line of the said 5.9608, 2.543 and 3.127 acre tracts a distance of 598.23 feet (called North 00°15'09" East) to the POINT OF BEGINNING and containing 3.127 acres of land, more or less.

File 2192-P: Request for a specific use permit to allow a hose and gasket fabrication plant in an LI (Light Industrial) District.
Location: 3155 W. Cardinal Drive
Applicant: W. E. Wilson, Jr. c/o Wilson Investments, Inc.

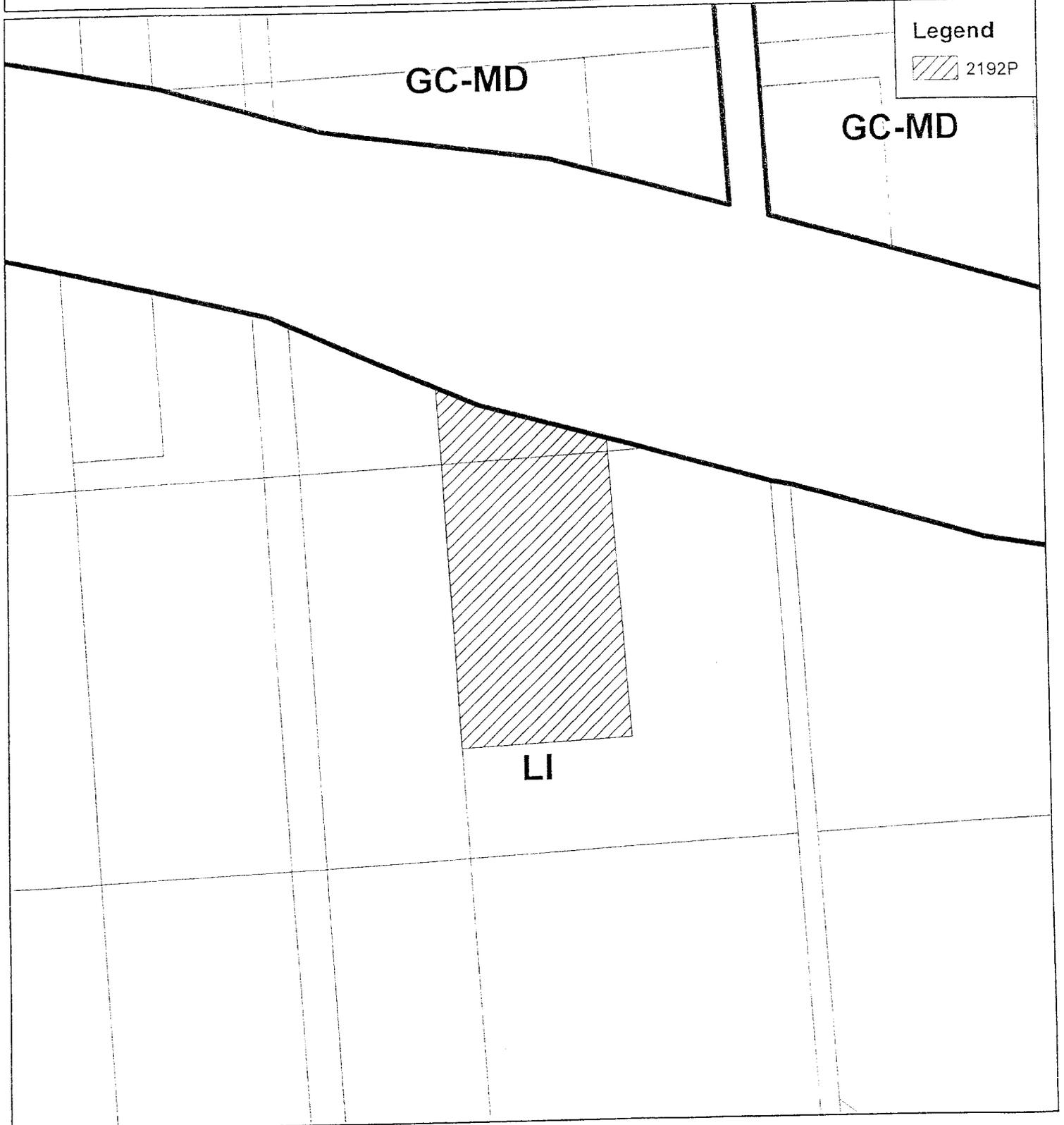
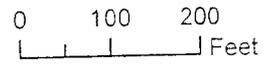
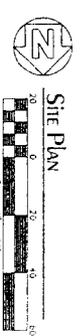
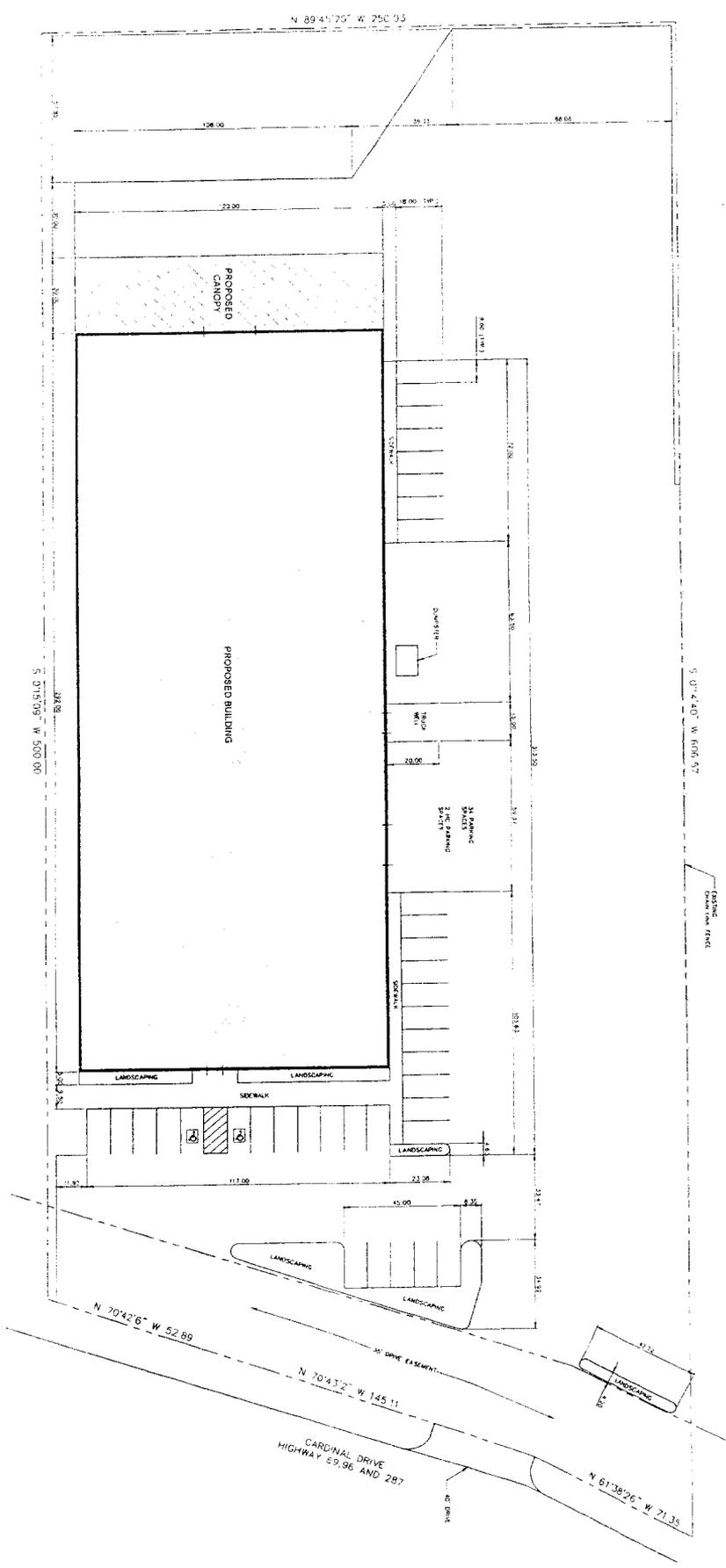


EXHIBIT "B"



INTERIM REVIEW ONLY
 Document prepared, reviewed, and intended for general information only. It is not to be used for construction purposes.
 Project: GIX Industrial Facility
 Date: 12-13-10

PROJECT NO. 1102
 DRAWING NAME: 1102-C10
 SCALE: 1" = 20'
 DRAWN BY: SJA
 CHECKED BY: X
 PLOT DATE: 04/12/2010

Site Plan
Fittz & Shipman Consulting Engineers and Land Surveyors
 1400 CORNERSTONE COURT • BEAUMONT, TEXAS • (409)832-7238 • FAX (409)832-7303
 180 P.E. TRW # T-0180 • T.K.L.S. TRW #00186

GIX Industrial Facility

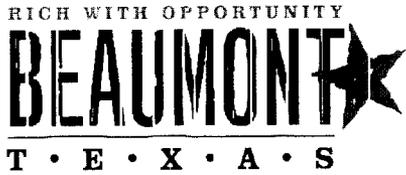
TEXAS

- * Approval of ordinance subject the following conditions:
1. Applicant must seek approval from TX DOT for driveway access.
 2. Revised site plan required to accommodate landscape requirements.

NO.	ISSUED FOR	DATE

January 7, 2014

Consider an ordinance abandoning a portion of the alley in Block F, Pennock and Potts Addition at 2055 Southerland Street



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CSB} Chris Boone, Director of Planning and Community Development

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider an ordinance abandoning a portion of the alley in Block F, Pennock and Potts Addition at 2055 Southerland Street.

BACKGROUND

Michael A. Minix has applied for the abandonment of a 28' x 138'± portion of an alley.

The alley is located between Lots 3-5 & 8-10 in Block F of Pennock & Potts Addition. Mr. Minix owns the property on either side of the alley. He would like to include and maintain this portion of the alley as part of his yard.

This item was sent to all interested parties. No negative responses were received.

At a Joint Public Hearing held December 16, 2013, the Planning Commission recommended approval 7:0 of the abandonment.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

Being a 0.089 portion of an alley located in Block F, Pennock & Potts Addition, beginning between Lots 3-5 & 8-10, Beaumont, Jefferson County, Texas, containing 0.089 acres, more or less.

APPLICATION FOR RIGHT-OF-WAY
OR UTILITY EASEMENT ABANDONMENT
CITY OF BEAUMONT, TEXAS

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)
OR RIGHT-OF-WAY BUT RETAIN UTILITY EASEMENT.

NAME OF APPLICANT: Michael A. Minix PHONE: 409 256-3283 FAX: _____

AUTHORITY OF APPLICANT: Owners

NAME OF OWNER: Michael & Lisa Minix

ADDRESS: 2055 Southerland st. PHONE: (409) 256 3283 FAX: _____

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: The ROW Between 3,45 & 10,9,8
We own 345 & 10
See attached plat

PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT) NONE

< ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____
BLOCK NO. _____ PLAT _____
ADDITION _____ SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE \$300.00 APPLICATION FEE, THE ACTUAL COST OF NECESSARY APPRAISALS AND TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST IN THE PROPERTY SHALL BE CHARGED.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT: Michael A. Minix DATE: 11-1-13

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 205
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764 FAX (409) 880-3133

FILE NUMBER: 843-05
DATE RECEIVED: 11/5/13

APPLICATION FOR PUBLIC RIGHT-OF-WAY, ALLEY OR UTILITY EASEMENT ABANDONMENT

Application Ownership List

Date: 11-1-13

We, the undersigned, being the sole owners of all the property abutting the proposed abandonment of 138 Ft. of Row, see plat attached.
 _____, hereby respectfully petition
 that the right-of-way, alley, or utility easement be closed and abandoned.

<u>OWNER and ADDRESS</u>	<u>Lot (tract)</u>	<u>Block (tax plat)</u>	<u>Addition (survey)</u>
<u>Michael + Lisa Minix</u> <u>2055 Southerland St.</u>	<u>3</u>	<u>F</u>	<u>Pennock + Potts</u>
_____	<u>4</u>	<u>F</u>	<u>Pennock + Potts</u>
_____	<u>5</u>	<u>F</u>	<u>Pennock + Potts</u>
_____	<u>10</u>	<u>F</u>	<u>Pennock + Potts</u>
_____	_____	_____	_____
<u>Willie Jordan</u> <u>1806 Barkins ave.</u> <u>Orange, TX. 77630</u>	<u>8</u>	<u>F</u>	<u>Pennock + Potts</u>
<u>The City of Bmt. has been mowing the grass on Lot 8-9 for years.</u>			
<u>Van Jordan</u> <u>4308 Highland ave.</u> <u>Orange, TX. 77632</u>	<u>9</u>	<u>F</u>	<u>Pennock + Potts</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: Please print or type your name and then use signature. Separate sheets may be used.

Michael A. Minix
2055 Southerland St.
Beaumont, Texas
77705

The City of Bmt. has
Been mowing lots 8-9
for years.

My Wife and I would like to have the "ROW"
abandoned so that we can add it to our property and
keep it neat, and also show another image of our
neighborhood in hopes of a change.

Rev. Mark L. Huff

ORDINANCE NO.

ENTITLED AN ORDINANCE VACATING AND ABANDONING
A 28' x 138'± PORTION OF AN ALLEY LOCATED AT 2055
SOUTHERLAND STREET BETWEEN LOTS 3-5 AND 8-10,
BLOCK F, PENNOCK & POTTS ADDITION, BEAUMONT,
JEFFERSON COUNTY, TEXAS.

WHEREAS, Michael A. Minix has applied for an abandonment of a 28' x 138'± portion of an alley, being a 0.089 portion of an alley located in Block F, Pennock & Potts Addition, beginning between Lots 3-5 and 8-10, Beaumont, Jefferson County, Texas, containing 0.089 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the City Council has considered the purpose of said abandonment and is of the opinion that the alley is no longer necessary for municipal street purposes and the abandonment of said right-of-way is in the best interest of the City and should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

THAT a 28' x 138' ± portion of an alley, being a 0.089 portion of an alley located in Block F, Pennock & Potts Addition, beginning between Lots 3-5 and 8-10, Beaumont, Jefferson County, Texas, containing 0.089 acres, more or less, as shown on Exhibit "A," attached hereto, be and the same is hereby vacated and abandoned and that title to such property shall revert to and become the property of the persons entitled thereto by law.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

File 843-OB: Request to abandon a portion of the alley in Block F, Pennock and Potts Addition.

Location: 2055 Southerland Street

Applicant: Michael A. Minix

N



0 100 200 Feet

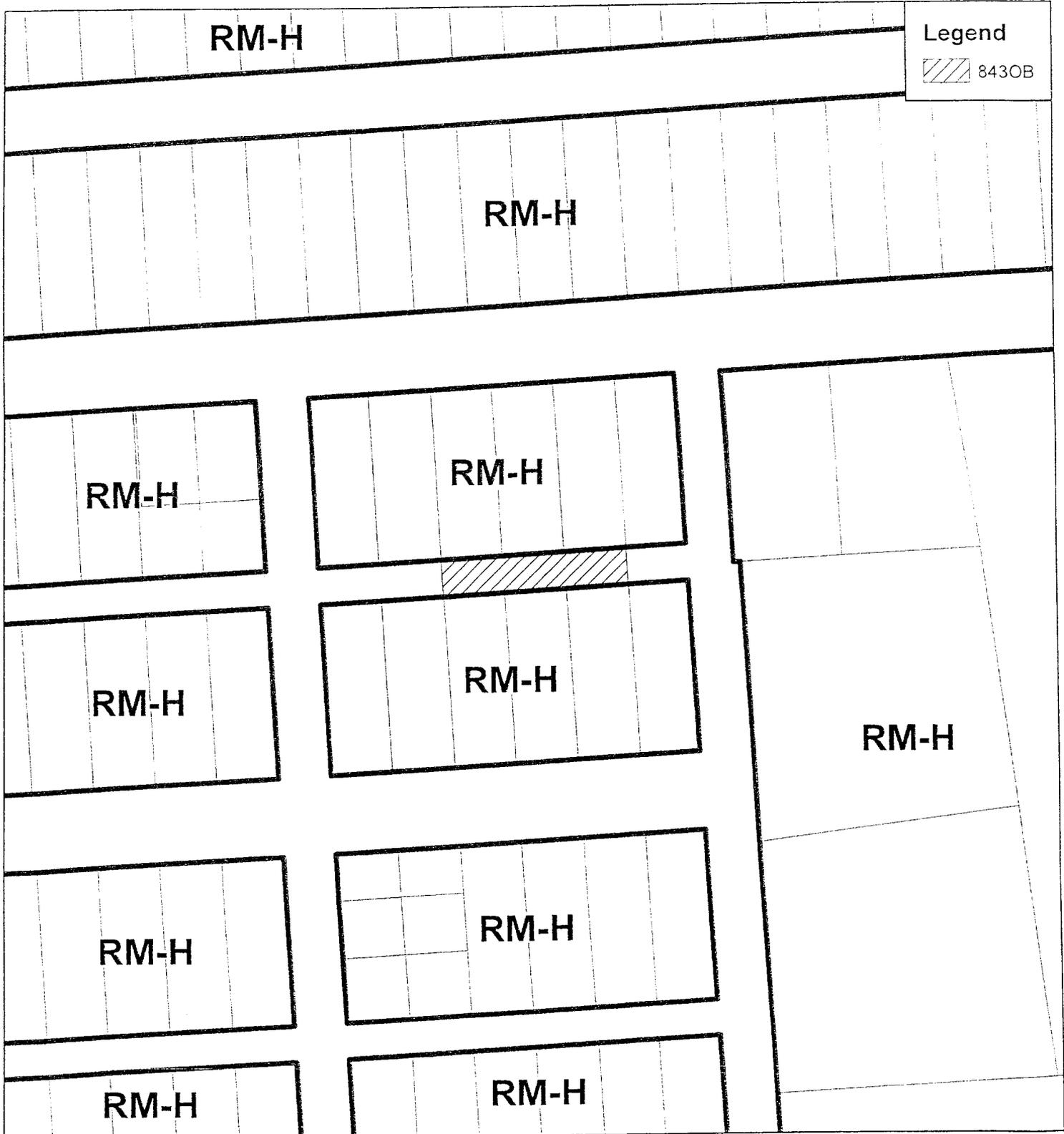
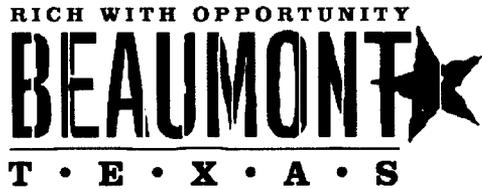


EXHIBIT "A"

January 7, 2014

Consider a resolution approving the renewal of an annual maintenance agreement from SunGard Public Sector for use by Police, Fire and EMS



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer *BB*

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider a resolution for the renewal of an annual maintenance agreement from SunGard Public Sector in the amount of \$244,746.74 for use by Police, Fire, and EMS.

BACKGROUND

SunGard Public Sector software is used by Police, Fire, and EMS for dispatching of emergency personnel, records management for police, miscellaneous reporting, case management, and numerous other essential functions for Public Safety. This purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to modify and maintain the software. The software maintenance agreement provides twenty-four/seven unlimited telephone support for 911 dispatching; Monday – Friday, 8 – 5 support for mobile computers, electronic field reporting, and all records management applications, and provides annual software upgrades.

This agreement is for an annual period beginning January 2014 and includes the following applications.

Software Application	Contract Amount
OSSI Computer Aided Dispatching with Mapping	\$37,354.09
OSSI Roster Module	\$1,229.20
OSSI Firehouse Records Interface	\$3,025.72
OSSI EMS Interface to Zoll Patient Billing	\$1,418.31
OSSI CAD Resource Monitor	\$3,915.96
OSSI Station Toning Module	\$2,940.03
Records Management	\$48,909.61

Accident Module	\$6,336.66
Training Module	\$3,193.82
Mobile Dispatching and Field Reporting	\$80,722.95
Automatic Vehicle Locator System	\$15,619.73
Integrated State Message Switch	\$11,270.52
Police 2 Citizen	\$2,101.20
Evidence Notification with bar coding	\$2,685.32
Quartermaster Module	\$1,092.62
Animal Services and K9	\$2,437.40
Custom Interfaces	\$3,025.73
Intelligence Module	\$1,260.72
Link Analysis Module	\$2,101.20
OSSI Notification Module	\$5,799.31
Crime Analysis Plus	\$3,782.16
OpsCAD	\$1,120.00
Sex Offender Module	\$1,328.00
Racial Profiling Module	\$840.48
OSSI Cry Wolf Interface	\$1,236.00
Total	\$244,746.74

FUNDING SOURCE

General Fund – Information Technology and Confiscated Goods – Police.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

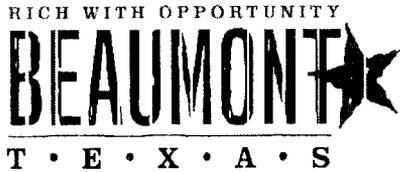
THAT the City Manager be, and he is hereby, authorized to pay an invoice in the amount of \$244,746.74 to SunGard Public Sector for the renewal of an annual maintenance agreement for Police, Fire and EMS public safety software support beginning January, 2014.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

January 7, 2014

Consider a resolution approving a contract with A. J. Gallagher Risk Management Services of Dallas for workers' compensation excess insurance



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council consider a resolution approving the award of a contract for workers' compensation excess insurance to A. J. Gallagher Risk Management Services, of Dallas, in the annual amount of \$120,758.

BACKGROUND

The City is self-insured for its workers' compensation program. The excess insurance coverage limits the City's liability for claims from any one job-related accident or injury. The City's liability is called Self Insured Retention (SIR), which means the insurance carrier will cover all cost incurred on any individual claim of more than \$1,500,000, up to any amount authorized by statute. Our current policy is with Star Insurance Company. The annual premium for the calendar year of 2013 was \$87,500. Approximately 1285 full-time employees and 200 part time, temporary and/or casual employees are covered by workers' compensation.

A Request for Proposal was sent to nineteen (19) vendors. One (1) response was received. A panel of City employees reviewed the response. The panel chose A. J. Gallagher Risk Management Services who represents Midwest Employers Insurance Company. Midwest Employers Insurance Company has a Best Rating of A+ / XV. All specifications were met and the results are attached for review.

The policy is for one (1) year. There is no option to renew. Based on the 2013 projected payroll of \$74,958,300, the annual premium is \$120,758.

FUNDING SOURCE

Employee Benefits Fund.

RECOMMENDATION

Approval of resolution.

Criteria Scoring Sheet

RFP Number: PF1114-03
RFP Opening Date: December 16, 2013
RFP Name: Workers Compensation Excess Insurance

Criteria	Max Points	AJ Gallagher
Requirements of Proposal	20	20
Ability to provide quotes for additional years	15	0
Financial Stability	10	10
Experience	10	10
Company History	10	10
Cost	35	35
Total	100	85

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a one (1) year contract to A. J. Gallagher Risk Management Services, of Dallas, Texas, in the amount of \$120,758 for workers' compensation excess insurance coverage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -

January 7, 2014

Consider a resolution approving a change order to the contract with Brystar Contracting for the 7th Street Road Project



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Patrick Donart, Public Works Director

MEETING DATE: January 7, 2014

REQUESTED ACTION: Council approval of a resolution approving a change order to the contract with Brystar Contracting for the 7th Street Road Project.

BACKGROUND

On April 30, 2013, City Council awarded Brystar Contracting, Inc. the contract for the Paving and Drainage Improvements on 7th Street (Laurel to IH-10) Project in the amount of \$6,075,569.65. This project will consist of reconstructing the existing dilapidated asphalt pavement, upgrading its storm sewer system and replacing water and sanitary sewer mains including appurtenances.

Change Order No. 1 in the amount \$555,226.75 represents an increase of 9.14% to the original contract amount resulting in a revised contract amount of \$6,630,796.40. The proposed changes to the contract will modify the design to resolve utility conflicts and adjust construction time by adding sixty days (60). Additional changes include furnishing and installing 8" water main interconnections to existing lines and 12" to 8" sanitary sewer connections with appurtenances to meet actual site conditions and deduct items which will not be used. These changes are as a result of utility conflicts discovered in the field which should have been addressed in the final design provided by the consulting engineer.

FUNDING SOURCE

Street Improvements from Airport Royalties Fund .

RECOMMENDATION

Approval of resolution.

CITY OF BEAUMONT

DATE: 25 NOVEMBER 2013
 PROJECT: SEVENTH STREET PAVEMENT AND DRAINAGE IMPROVEMENT PROJECT
 OWNER: CITY OF BEAUMONT
 CONTRACTOR: BRYSTAR CONTRACTING, INC.
 CHANGE ORDER NO.: 01

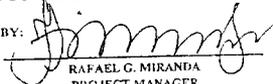
THE FOLLOWING CHANGES IN THE PLANS AND/OR SPECIFICATIONS ARE HEREBY MADE:

Add/Delete Construction Items and/or quantities to the Contract:						
Item No.	Item Code	Description	Unit	Original Quantity	New Quantity	Amount
PAVING AND DRAINAGE						
DEDUCTION:						
260	001	LIME TRTMT ROAD MIX DENSITY CONTRL 6"	SY	26,247	0.00	\$3.75 (\$98,426.25)
260	002	LIME TRTMT HYDRATED LIME SLURRY MTRL	TONS	492	0.00	\$170.00 (\$83,640.00)
276	002	CEMENT TRTMT PLANT MIX CL L TY A 300 PSI-7 DAYS GRD 3, 8"	SY	26,247	0.00	\$18.00 (\$472,446.00)
464	001	18" RCP (CL III)	LF	1,724	0.00	\$50.00 (\$86,200.00)
465	001	CURB INLET TYPE A COMPLETE	EA	50	8.00	\$3,200.00 (\$134,400.00)
TOTAL AMOUNT DEDUCTED						
ADDITION:						
100	001	PREPARE ROW (TREE REMOVAL)	EA	26	64	\$1,160.00 (\$44,080.00)
110	001	EXCAVATION ROADWAYS ALL DEPTHS	CY	11,571	14,488	\$9.50 (\$27,711.50)
276	003	CEMENT TRTMT PLANT MIX CL L TY A 300 PSI-7 DAYS GRD 3, 12"	SY	-	26,247	\$27.00 (\$708,669.00)
400	001	STRUCTURAL EXCAVATION TRENCH	CY	19,782	19,940	\$9.50 (\$1,501.00)
400	002	CEMENT STABILIZED BACKFILL (BOX & PIPE)	CY	5,580	5,738	\$40.00 (\$6,320.00)
4640	001	18" HDPE PIPES	LF	-	1,724	\$45.00 (\$77,580.00)
502	001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	12	14	\$1,100.00 (\$2,200.00)
4650	001	CURB INLET TY A1 (MOD) FLOWLINE DEPTH(6.5 FT)	EA	-	2	\$5,600.00 (\$11,200.00)
4650	002	CURB INLET TY A2 (MOD) FLOWLINE DEPTH(7.5 FT)	EA	-	10	\$6,100.00 (\$61,000.00)
4650	003	CURB INLET TY A3 (MOD) FLOWLINE DEPTH(8.5 FT)	EA	-	9	\$7,000.00 (\$63,000.00)
4650	004	CURB INLET TY R (MOD) FLOWLINE DEPTH(5 FT)	EA	-	21	\$4,547.00 (\$95,487.00)
1000	001	18" HDPE ADDNL EQUIPLABOR AT&T DUCT CROSSUNDER	EA	-	23	\$3,500.00 (\$80,500.00)
1000	002	42" RCP ADDNL EQUIPLABOR AT&T DUCT CROSSUNDER	EA	-	2	\$6,800.00 (\$13,600.00)
TOTAL AMOUNT ADDED						
WATER & SANITARY SEWER UTILITIES						
DEDUCTION						
		8" SAN SWR PIPE BURST	LF	750	567	\$40.00 (\$7,320.00)
		8" SAN SWR LINE (COMPLETE)	LF	240	170	\$65.00 (\$4,550.00)
		20" X 8" TEE	EA	2	-	\$3,420.00 (\$6,840.00)
TOTAL AMOUNT DEDUCTED						
ADDITION						
		6" SAN SWR PIPE BURST	LF	850	1,537	\$38.00 (\$26,106.00)
		8" SAN SWR LINE (COMPLETE)	LF	220	849	\$64.00 (\$40,256.00)
		12" SAN SWR LINE (COMPLETE)	LF	-	64	\$75.00 (\$4,800.00)
		SANITARY SEWER MANHOLE	EA	12	18	\$4,800.00 (\$28,800.00)
		10" SAN SWR PIPE BURST	LF	-	600	\$42.00 (\$25,200.00)
		INTERCONNECT 8" PROP TO 8" EXIST WATERMAIN	EA	-	6	\$2,000.00 (\$12,000.00)
		8" X 45 DEG BEND	EA	-	18	\$310.00 (\$5,580.00)
		8" SOLID SLEEVE	EA	-	12	\$375.00 (\$4,500.00)
		8" X 90 DEG (SWIVEL) BEND FOSTER ADAPTER	EA	-	4	\$570.00 (\$2,280.00)
		8" X 2" TAPPED CAP	EA	-	6	\$200.00 (\$1,200.00)
		8" WATERMAIN IN 14" STEEL CASING	LF	-	60	\$135.00 (\$8,100.00)
		INTERCONNECT 8" PROP TO 6" EXIST WATERMAIN	EA	-	14	\$1,800.00 (\$25,200.00)
		6" X 45 DEG BEND	EA	-	26	\$240.00 (\$6,240.00)
		6" SOLID SLEEVE	EA	-	16	\$275.00 (\$4,400.00)
		6" X 90 DEG (SWIVEL) BEND FOSTER ADAPTER	EA	-	6	\$410.00 (\$2,460.00)
		6" WATERMAIN IN 12" STEEL CASING	LF	-	120	\$95.00 (\$11,400.00)
		8" GATE VALVE & BOX	EA	18	22	\$1,100.00 (\$4,400.00)
		8" X 8" CROSS	EA	1	3	\$600.00 (\$1,200.00)
		8" X 6" CROSS	EA	3	9	\$560.00 (\$3,360.00)
		20" X 8" CROSS	EA	-	1	\$5,600.00 (\$5,600.00)
		6" X 1" TAPPED CAP	EA	-	1	\$150.00 (\$150.00)
		2" 90 DEG BEND	EA	-	2	\$190.00 (\$380.00)
		6" X 1" TAPPING SADDLE	EA	-	1	\$150.00 (\$150.00)
1000	003	42" RCP WM ADDNL EQUIPLABOR AT&T DUCT CROSSUNDER	EA	-	1	\$3,000.00 (\$3,000.00)
5518	001	CLEAN & TELEVISION INSPECTION (STORM/SAN SWR)	LF	1,000	5,529	\$6.50 (\$29,438.50)
TOTAL AMOUNT ADDED						
				CHANGE ORDER TOTAL AMOUNT ADDED		

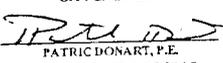
ORIGINAL CONTRACT AMOUNT:	\$6,075,569.65
NET FROM PREVIOUS CHANGE ORDERS:	\$6,075,569.65
TOTAL AMOUNT OF THIS CHANGE ORDER:	\$555,226.75
PERCENT OF THIS CHANGE ORDER:	9.14%
TOTAL PERCENT CHANGE ORDER TO DATE:	9.14%
NEW CONTRACT AMOUNT:	\$6,630,796.40

60 CALENDAR DAYS HAVE BEEN ADDED IN THE CONTRACT BY THIS CHANGE ORDER

ACCEPTED BY: 
 BRYAN PHELPS, BRYSTAR CONTRACTING, INC.

PREPARED BY: 
 RAFAEL G. MIRANDA
 PROJECT MANAGER

APPROVED BY: 
 DR. JOSEPH M. ALANI, P.E.
 CITY ENGINEER


 PATRIC DONART, P.E.
 PUBLIC WORKS DIRECTOR


 DR. HANI TOUME, P.E.
 WATER UTILITIES DIRECTOR

ATTESTED BY:

KYLE HAYES, CITY MANAGER

TINA BROUSSARD, CITY CLERK

RESOLUTION NO.

WHEREAS, on April 30, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-095 awarding a contract in the amount of \$6,075,569.65 to Brystar Contracting, of Beaumont, Texas, for the Seventh Street Pavement Widening and Drainage Improvement Project; and,

WHEREAS, Change Order No. 1 in the amount of \$555,226.75 is required to modify the design to resolve utility conflicts and adjust construction time by adding sixty (60) days and to furnish and install 8" water main interconnections to existing lines and 12" to 8" sanitary sewer connections with appurtenances to meet actual site conditions and deducting items which will not be used, thereby resulting in a revised contract amount of \$6,630,796.40.

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1 for additional work described above, thereby increasing the contract amount by \$555,226.75 for a revised total contract amount of \$6,630,796.40.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of January, 2014.

- Mayor Becky Ames -