BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JANUARY 27, 2015 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – January 13, 2015

* Confirmation of committee appointments

Jon Reaud would be appointed as Chairman of the Police Department Community Advisory Committee. The term would commence January 27, 2015 and expire January 26, 2016. (Mayor Becky Ames)

Patrick Campbell would fill the unexpired term of Pablo Zuniga on the Convention and Tourism Advisory Board. The term would commence January 27, 2015 and expire June 17, 2016. (Mayor Becky Ames)

A) Authorize the City Manager to accept the Tyrrell Park Rehabilitation Project for maintenance, and to approve final payment to Allco, LLC

B) Authorize the City Manager to extend the Line of Duty Injury Leave of Absence for Cody Schroeder for up to six additional months or 1248 hours

C) Approve ratifying a Memorandum of Understanding between the City of Beaumont and CHRISTUS Health Southeast Texas d/b/a CHRISTUS Hospital

D) Authorize the City Manager to apply for and receive funding through the U. S. Department of Homeland Security, 2015 Emergency Management Performance Grant program

E) Approve an agreement with Richard James, III, and The Sports Society for American Health to hold the 2015 Gusher Marathon on March 7, 2015

F) Authorize the Mayor to execute a waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft at a low altitude over the City of Beaumont for mosquito control purposes

G) Authorize the City Manager to execute a new five year lease agreement with the Federal Aviation Administration for their Remote Transmitter/Receiver facility at the Beaumont Municipal Airport

H) Approve the settlement of the claim of Voth Baptist Church

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the following appointment be made:

Reappointment	**Commission**	**Beginning of Term**	**Expiration of Term**
Jon Reaud	Police Department Community Advisory Committee	01/27/15	01/26/16

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Patrick Campbell is appointed to the Convention and Tourism Advisory Board to fill the unexpired term of Pablo Zuniga. The term will commence January 27, 2015 and expire June 17, 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	January 27, 2015
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to accept the Tyrrell Park Road Rehabilitation Project for maintenance, and to approve final payment to Allco, LLC. in the amount of $56,199.67.

BACKGROUND
Tyrrell Park Road was reconstructed in 2006 as a two lane concrete road. In 2013 Trans Canada installed a pipeline crossing Tyrrell Park Road near Frint Drive. During the installation of the pipeline by Trans Canada's Contractor Sunland Construction, Inc., Tyrrell Park Road travel lanes were damaged. Sunland Construction, Inc. agreed to cover the cost of the damages they caused to the road and paid the City $150,000.00 to repair the road.

On July 1, 2014, by Resolution No. 14-145, City Council awarded Allco, LLC. a contract in the amount of $223,040.62 and work began September 8, 2014. Allco, LLC. completed the repair of the designated sections on Tyrrell Park Road on November 18, 2014, and passed inspection from the Engineering and Streets & Drainage Division on December 16, 2014.

FUNDING SOURCE
Sunland Construction, Inc. paid the City of Beaumont $150,000.00 and the remaining balance of $73,040.62 was funded by the Capital Program.

RECOMMENDATION
Approval of resolution.

P. O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
Email: allco@allco.com

November 18,2014

Allco TX-754

City of Beaumont
P.O. Box 3827
Beaumont, TX 77704-3827
Attn: Carlos Aviles

Re: City of Beaumont
Tyrell Park Road Rehab Project
Substantial Completion Letter

Dear Mr. Aviles:

This letter hereby confirms the above referenced project to be substantially complete as of November 18th, 2014. All work has been completed in accordance with the contract documents.

If you have any questions concerning this matter, please feel free to contact the undersigned.

Respectfully,

Allco, LLC

Brandon Harrison

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF Texas

COUNTY OF Jefferson

CONTRACT NO. Tyrrell Park Road Rehabilitation Project DATED July 1, 2014

ALLCO BY AND THROUGH T. W. HARRISON, ITS PRESIDENT DOES HEREBY AND HEREWITH DECLARE THAT ALL LABOR, BILLS FOR MATERIALS, FOR SUPPLIES, UTILITIES AND FOR ALL OTHER THINGS FURNISHED OR CAUSED TO BE FURNISHED BY THE ABOVE NAMED CONTRACTOR AND USED IN THE EXECUTION OF THE CONTRACT NUMBERED AND DATED ABOVE BETWEEN CITY OF BEAUMONT AND ALLCO HAVE BEEN FULLY PAID , AND THAT THERE ARE NO UNPAID CLAIMS OR DEMANDS OF SUBCONTRACTORS, MATERIAL MEN, MECHANICS, LABORERS, OR ANY OTHER RESULTING FROM OR ARISING OUT OF ANY WORK DONE OR ORDERED TO BE DONE BY SAID CONTRACTOR UNDER THE ABOVE IDENTIFIED CONTRACT; AND DECLARES:

THAT ALL FEDERAL AND STATE PAYROLL TAXES AND CONTRIBUTIONS FOR UNEMPLOYMENT INSURANCE, OLD AGE PENSIONS, ANNUITIES, AND RETIREMENT BENEFITS IMPOSED OR ASSESSED UNDER ANY PROVISION OF ANY LAW, STATE OR FEDERAL, AND MEASURED BY WAGES, SALARIES, OR OTHER REMUNERATION PAID BY SAID CONTRACTOR TO EMPLOYEES OF HIS OWN OR SUBCONTRACTORS ENGAGED IN SAID WORK, OR IN ANY OPERATION INCIDENTAL THERETO HAVE BEEN PAID.

ALLCO

BY: T.W. Harrison - President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY January 2015

Mary Beth DeLord

NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES: 4-12-15

MARY BETH DELORD
Notary Public, State Of Texas
My Commission Expires
04-12-2015

TX-754

INVOICE #7384

CITY OF BEAUMONT

FINAL ESTIMATE

PROJECT:	TYRRELL PARK REHABILITATION	NEW CONTRACT AMOUNT:	$223,040.62	PERCENT OF TIME USED:	80.00%
CONTRACTOR:	ALLCO, INC	CONTRACT DATE:	September 8, 2014	PERCENT OF WORK COMPLETED:	100.00%
NO. ESTIMATE #:	03	CONTRACT CALENDAR DAYS:	90		
PERIOD ENDING:	NOV. 1-30, 2014	CALENDAR DAYS USED:	72		
CHANGE ORDERS:					

ITEM NO.	DESC CODE	DESCRIPTION	UNIT MEASURE	EST. QTY.	PREVIOUS ESTIMATE	TO DATE ESTIMATE	TOTAL ESTIMATE TO DATE	UNIT PRICE	TOTAL AMOUNT
		REHABILITATION IMPROVEMENTS							
100	001	FULL-DEPTH CONCRETE REPAIR (8") (COMPLETE)	SY	1780.2	1,394.05	386.15	1,780.20	$113.10	$201,340.62
104	001	MOBILIZATION	LS	1.0	0.90	0.10	1.00	$11,200.00	$11,200.00
104	002	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1.0	0.75	0.25	1.00	$10,500.00	$10,500.00

GRAND TOTAL AMOUNT OF WORK DONE:	$223,040.62
LESS 5% RETAINAGE:	$0.00
SUB TOTAL:	$223,040.62
LESS PREVIOUS PAY ESTIMATE:	$166,840.95
AMOUNT DUE THIS ESTIMATE:	$56,199.67

PREPARED BY: _____
CARLOS AVILES

APPROVED BY: _____
ZHENG TAN, P.E. CITY ENGINEER

_____
DR. JOSEPH G. MAJDALANI, P.E. PUBLIC WORKS DIRECTOR

I certify that all work including materials covered by this invoice have been completed or delivered in accordance with contract documents.

_____
Brandon Harrison, ALLCO, LLC

RESOLUTION NO.

WHEREAS, on July 1, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-145 awarding a contract in the amount of $223,040.62 to Allco, of Beaumont, Texas, for furnishing all labor, materials, equipment and supplies for the rehabilitation/repair of concrete sections of Tyrrell Park Road; and,

WHEREAS, Allco, Inc. completed the repair of the designated sections of Tyrrell Park Road on November 18, 2014 and passed inspection from the City of Beaumont Engineering and Streets & Drainage Division on December 16, 2014;

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 Tyrrell Park Road Rehabilitation Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of $56,199.67 to Allco, of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

B

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution extending the Line of Duty Injury Leave of Absence for Cody Schroeder for up to six additional months or 1248 hours.

BACKGROUND

Cody Schroeder is a Grade I Firefighter in the Beaumont Fire Department. He has been employed with the Department for more than 14 years.

In December of 2007, Mr. Schroeder suffered 3rd degree burns over 49% of his body as a result of a line of duty injury. He returned to full duty in August 2008. Mr. Schroeder has complications from the injury that will require surgery. He is formally requesting that Workers Compensation be extended for time off related to the procedure.

Section 143.073 of the Local Government Code titled, "Line Of Duty Illness Or Injury Leave Of Absence" provides for at least a one year leave of absence and allows for the leave to be extended if approved by the governing body. As of last week, Mr. Schroeder had used 2493 hours of 2496. (2496 hours is one year for a FF assigned to a 24 hour shift)

The City Manager recommends extending his leave at full pay for an additional six-months or 1248 hours.

Cody Schroeder workers comp
PATRICK SCHROEDER
to:
ANNE HUFF, GALEN KEY, KYLE HAYES
01/22/2015 12:19 PM
Hide Details
From: PATRICK SCHROEDER/CITYBMT
To: ANNE HUFF/CITYBMT@CITYBMT, GALEN KEY/CITYBMT@CITYBMT, KYLE HAYES/CITYBMT@CITYBMT,

Dear Mr Hayes,

On December 17,2007 , while on duty as a Beaumont Firefighter, I suffered 3rd degree burns over 49% of my body. I was compensated by Workers Compensation for eight months. I returned to full duty in August 2008. It has been over seven years, and I now have complications from this injury that will require surgery. I am formally requesting Workers Compensation to extend my time off for this procedure. My injuries will require procedures through out my life. Thank you for your consideration.

Sincerely,

Patrick

Cody Schroeder

Sec. 143.073. LINE OF DUTY ILLNESS OR INJURY LEAVE OF ABSENCE. (a) A municipality shall provide to a fire fighter or police officer a leave of absence for an illness or injury related to the person's line of duty. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury. If necessary, the leave shall continue for at least one year.

(b) At the end of the one-year period, the municipality's governing body may extend the line of duty illness or injury leave at full or reduced pay. If the fire fighter's or police officer's leave is not extended or the person's salary is reduced below 60 percent of the person's regular monthly salary, and the person is a member of a pension fund, the person may retire on pension until able to return to duty.

(c) If pension benefits are not available to a fire fighter or police officer who is temporarily disabled by a line of duty injury or illness and if the year at full pay and any extensions granted by the governing body have expired, the fire fighter or police officer may use accumulated sick leave, vacation time, and other accrued benefits before the person is placed on temporary leave.

(d) If a fire fighter or police officer is temporarily disabled by an injury or illness that is not related to the person's line of duty, the person may use all sick leave, vacation time, and other accumulated time before the person is placed on temporary leave.

(e) After recovery from a temporary disability, a fire fighter or police officer shall be reinstated at the same rank and with the same seniority the person had before going on temporary leave. Another fire fighter or police officer may voluntarily do the work of an injured fire fighter or police officer until the person returns to duty.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 683, Sec. 1, eff. Sept. 1, 2001.

RESOLUTION NO.

WHEREAS, in December 2007, City of Beaumont Grade 1 Firefighter Cody Schroeder suffered 3rd degree burns over 49% of his body as a result of a line of duty injury; and,

WHEREAS, Firefighter Schroeder returned to full duty in August 2008, however, he now has complications from the injury that will require surgery; and,

WHEREAS, Firefighter Schroeder has exhausted all but 3 hours of leave time and is formally requesting that Line of Duty Injury Leave of Absence be extended for time off related to the procedure; and,

WHEREAS, Section 143.073 of the Local Government Code provides for a leave of absence with full pay for at least one year and allows for the leave to be extended at full or reduced pay if approved by the governing body; and,

WHEREAS, it is recommended that Firefighter Schroeder's leave time be extended at full pay for six months or 1,248 hours;

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 Grade 1 Firefighter Cody Schroeder's leave time of absence be extended at full pay for a period of six months or 1,248 hours due to required surgery related to a line of duty injury suffered in December 2007.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

C

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution ratifying a Memorandum of Understanding between the City of Beaumont and CHRISTUS Health Southeast Texas d/b/a CHRISTUS Hospital.

BACKGROUND

CHRISTUS Hospital participates in the drug discount program established under Section 340B of the public Health Services Act. In order to participate in the 340B Program, CHRISTUS must enter into an agreement with a unit of the local government pursuant to which CHRISTUS commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this act.

The Memorandum of Understanding and the "Certification of Contract with Local or State Government" was signed by the City Manager on January 8, 2015. CHRISTUS requested the signed documents be returned no later than January 13 in order to provide them to the Center of Medicare and Medicaid Services no later than January 15, 2015. The City Council will give their formal consent to the previously executed documents by approving the attached 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 execute an Acknowledgment and Memorandum of Understanding between the City of Beaumont and CHRISTUS Health Southeast Texas d/b/a CHRISTUS Hospital to provide health care to indigent, uninsured, and underinsured residents of the City. The Acknowledgment and Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

CHRISTUS
Hospital

January 6, 2015

City of Beaumont
PO Box 3827
Beaumont, TX 77704
Attn: Kyle Hayes, City Manager

Re: Acknowledgement and Memorandum of Understanding

Dear Kyle Hayes:

This Acknowledgment and Memorandum of Understanding ("Acknowledgment") is entered into by and between the City of Beaumont ("City"), and CHRISTUS Health Southeast Texas d/b/a CHRISTUS Hospital ("Hospital") located at 2830 Calder St, Beaumont, TX 77702. Each of City and Hospital may be referred to herein individually as a "Party" or collectively as the "Parties".

Hospital is a private not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Texas, and in accordance with Hospital's established charity care policy. Hospital participates in the drug discount program established under Section 340B of the public Health Services Act (the "340B Program"). In order to participate in the 340B Program, Hospital must enter into an agreement with a unit of the local government pursuant to which Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this act.

Hospital historically provided such care to indigent, uninsured, and underinsured residents of City preceding its enrollment in the 340B Program, and will continue to provide such care in the future. Through this Acknowledgment, Hospital desires to make a formal commitment to City to provide such care. City agrees to accept such commitment on behalf of the citizens of City and surrounding communities.

Therefore, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, by and between the Parties to this Acknowledgment, as follows:

1. Commitment of Hospital to Provide Indigent Care. During the term of this Acknowledgment, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured, and underinsured residents of City and surrounding communities, in accordance with Hospital's established charity care policy. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgement of City. Hospital represents that as of the date hereof (i) City accepts the commitment of Hospital set forth above; (ii) City has executed a Certification of Contract form, attached hereto as "Attachment A", which acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and (iii) City authorizes Hospital to submit the attached certification in support of Hospital's application to enroll in the 340B program.

EXHIBIT "A"

3. Representations of Hospital. The Hospital represents that (i) Hospital constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Texas with the corporate power and authority to enter into and perform its obligations under this Acknowledgment; and (ii) Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Texas.

4. Termination. This Acknowledgment shall continue until terminated by either Party upon not less than sixty (60) days prior written notice to the other Party.

5. Notice. All notices required or permitted to be given under this Acknowledgment shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of Beaumont
Attention: Kyle Hayes
P.O. Box 3827
Beaumont, TX 77704-3827

6. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Texas (excepting any conflict of laws provisions which would serve to defeat application of Texas substantive law).

In witness of, the undersigned, by their respective authorized representatives, have executed this document.

CHRISTUS HOSPITAL

By: _____

Name: Paul Trevino

Title: President & CEO

City of Beaumont

By: _____

Name: Kyle Hayes

Title: City Manager

ATTACHMENT A

Certification of Contract with Local or State Government

OFFICE OF PHARMACY AFFAIRS (OPA)
CERTIFICATION OF CONTRACT BETWEEN PRIVATE, NON-PROFIT HOSPITAL AND STATE/LOCAL GOVERNMENT TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS

To demonstrate that the hospital meets the statutory definition of covered entity under section 340B(a)(4)(L)(i) as a private non-profit hospital which has a contract with a State or local government to provide health care services to low income individuals, this certification must be completed and signed by both parties.

CHRISTUS Hospital
Name of Hospital

Beaumont, Texas 77702
City, State, Zip

Pursuant to the requirement of Section 340B of the Public Health Service Act (42 U.S.C. 256b), I certify that a valid contract (please provide contract number or identifier if applicable #(BMT-OPA) is currently in place between the private, non-profit hospital named above, and the State or Local Government Entity named below, to provide health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act. In addition, the authorizing official certifies that when this contract is no longer valid, appropriate notice will be provided to the Office of Pharmacy Affairs. The undersigned represents and confirms that he/she is fully authorized to legally bind the covered entity and certifies that the contents of any statement made or reflected in this document are truthful and accurate.

Signature of Hospital Authorizing Official — Date: 1/6/15

Paul Trevino, President/CEO (please print or type)
Name and Title of Authorizing Official (e.g., CEO, CFO, COO)

(409)899-7102 — Ext. — paul.trevino@christushealth.org
Phone Number — Ext. — E-Mail Address

Signature of State or Local Government Official — Date: 1-8-15

Kyle Hayes, City of Beaumont, Texas - City Manager
Name of State or Local Government Official (*please print or type*)

City of Beaumont
Title and Unit of Government

PO Box 3827, Beaumont, Texas 77704
Address

409 880-3770 — Ext. — khayes@ci.beaumont.tx.us
Phone Number — Ext. — E-Mail Address

D

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to apply for and receive funding through the U. S. Department of Homeland Security, 2015 Emergency Management Performance Grant (EMPG) program.

BACKGROUND
The Department of Homeland Security EMPG funding is provided to assist states and local governments in enhancing and sustaining all-hazards emergency management capabilities. It directly supports developing and carrying out emergency management programs. This includes mitigating costs of compliance with National Incident Management System, Incident Command System, planning, and training mandates, as well as reducing the personnel costs to manage the program. The federal funding guidelines are envisioned to cover up to half the anticipated operating expenses which are currently funded through the city's budget. The City was awarded $48,656.04 from this funding source in fiscal year 2014.

FUNDING SOURCE
Not applicable.

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 apply for and receive funding for the City of Beaumont through the U.S. Department of Homeland Security, 2015 Emergency Management Performance Grant (EMPG) in an amount not to exceed $158,227.98 to assist in developing and carrying out various emergency management programs.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

E

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution approving an agreement with Richard James, III, and The Sports Society for American Health to hold the 2015 Gusher Marathon on March 7, 2015.

BACKGROUND

In recent years it has become very popular for organizations to hold fun runs, 5K runs, color runs and marathons for fundraisers or to promote health and wellness in the city. The Sports Society for American Health held its first Gusher Marathon in May of 2010 and has held one annually in March since that time. This has become a highly attended event that brings participants in from around the region.

The marathon, like many others, is not a City-sponsored event and as such any costs incurred for police traffic control, street cleanup, street barricading, etc., performed by employees of the City of Beaumont on overtime are billed to the organization hosting the event. The route for the marathon and the number of participants requires extensive traffic control and has resulted in approximately $35,000 in costs annually. Since the first marathon, payment of this amount has been challenging for The Sports Society for American Health. As a result, the City requires a deposit of 50% of the estimated costs. Historically, the organization is not able to pay the remaining balance in full within 45 days following the marathon in accordance with the agreement; instead it has taken several months for full payment. The attached agreement allows for the balance to be paid over a four month period with final payment due on or before July 17, 2015.

The last couple of years, the contracted vendor for barricading did not meet its obligations so the City provided and charged for additional barricades to cover the deficiency. This has proven to be costly for Mr. James. City Staff has met with Mr. James and in an effort to make the marathon cost effective for him, has determined it is best for the City's Emergency Management team to manage the event which includes providing and setting up all of the required barricading and message boards as well as manning the intersections and picking up the barricades. With these additional services provided by the City, the estimate for the 2015 Gusher Marathon is $47,200 with a down payment required of $23,600 on or before February 20, 2015.

An agreement is attached for your review.

FUNDING SOURCE
None.

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 between the City of Beaumont and Richard James III and The Sports Society for American Health, substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes, to hold the 2015 Gusher Marathon on March 7, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

RICH WITH OPPORTUNITY

BEAUMONT

T • E • X • A • S

January 27, 2015

Richard James III
The Sports Society for American Health
P.O. Box 608
Beaumont, TX 77704

Dear Mr. James:

This correspondence comes as a proposed letter agreement regarding your Marathon scheduled for March 7, 2015. Your signature at the end of this letter agreeing to terms set forth below and your fulfillment of said terms in accordance with the dates stated will result in the issuance of a permit for the Marathon. Please understand that because the safety of the motoring and pedestrian public is of paramount concern, the City of Beaumont reserves the right to revoke any permit issued up to and including the day of the race and during the race.

Secondarily, management of the City of Beaumont, while it welcomes your efforts, has determined that it is unable to absorb any of the costs or expenses associated with this undertaking. The estimated amount for this year's marathon is $47,200. **You must make payment in the amount of $23,600 on or before Friday, February 20, 2015 in order for a permit to be issued for the 2015 Gusher Marathon.**

The point of contact for the Marathon will be Lieutenant Tim Ocnaschek, Emergency Management Coordinator. Please provide the required documents listed below to Lieutenant Ocnaschek and he will send them to the proper City departments.

1. The route plan agreed upon is the permitted route any deviations require coordination through the City of Beaumont and should be submitted to Tim Ocnaschek.
2. You must provide the final approval from TXDOT for closure of the roadways and exits they control. Failure to provide the final approval may impact your ability to hold the event.
3. The City will coordinate barricades and cones with support of Gusher Marathon Event Management.
4. You must provide a copy of a contract for emergency medical services.
5. You must provide a copy of a contract for portable restrooms.

Finance Department • (409) 880-3789 • Fax (409) 880-3132
P.O. Box 3827 • Beaumont, Texas 77704-3827

EXHIBIT "A"

6. You must provide a policy of liability insurance for the event showing the City of Beaumont as an additional insured. The policy should be a special event policy with coverages of $500,000 per occurrence, $1,000,000 in the aggregate.
7. You must provide either a plan using other resources or a contract to provide adequate transportation to gather participants when the route closes.
8. You must present proof that any business owners affected by areas barricaded during the event have been notified and agree to limiting access to their establishment.
9. You are responsible for trash cleanup after the marathon is completed. You will be billed for the use of the City's sweepers if they are required to complete the cleanup.
10. Satisfaction of all other applicable terms and conditions of Article 20.06 of the Code of Ordinances, not specifically listed herein.
11. A reconciliation of all expenses will be completed within ten days after the event for purposes of determining if there is a final balance due or if the City owes you, in the case that the actual expenditures are less than the estimate. **If a final balance is owed to the City, the balance may be paid over four months with payment in full being made on or before July 17, 2015. If the balance is not paid in full by July 17, 2015, the City may withhold a permit for any future marathons.** Payments shall be made by cashiers check.
12. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BEAUMONT, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES AGAINST ANY CLAIMS, LOSSES OR LAWSUITS, IRRESPECTIVE OF FAULT, INCLUDING THE PAYMENT OF ATTORNEYS FEES AND COSTS INCURRED BY THE CITY, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES ARISING OUT OF THE EVENT.
13. You understand and agree that the review and approval of any documents, plans or other instruments by any agency, entity, or person over whom the City of Beaumont has no authority or control may impact your ability to hold the event and that, IN SUCH EVENT, THE CITY OF BEAUMONT, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY COSTS, EXPENSES OR DAMAGES YOU MAY INCUR AS A RESULT THEREOF.
14. You understand and agree that THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. No other agreement, understanding, alteration, variation or other oral or written expression or representation, whether made before or after the marathon, shall be binding on the parties hereto unless and until such matter is reduced to writing and executed by the parties hereto. Additionally, you understand and agree that the failure of the City of Beaumont to insist upon the performance of any one or more of the terms or conditions of this letter agreement shall not be considered a waiver or relinquishment of the right of the City of Beaumont to insist on the future performance of said term or condition and that your obligation of future performance shall continue in full force and effect.

Due to the nearness in time of the event, TIME IS OF THE ESSENCE and all required documents should be submitted no later than **February 16, 2015**. Thank you for

your prompt attention to this matter. Please sign in the designated space below and return a signed original to the address below or you may return it electronically to tocnaschek@ci.beaumont.tx.us on or before February 4, 2015.

Sincerely,

Kyle Hayes
City Manager

I have read the foregoing letter agreement and do hereby affix my signature to this document agreeing to the terms and conditions set forth above herein.

_____

Richard James III
The Sports Society for American Health

F

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Jarmon, Executive Assistant to the City Manager
MEETING DATE:	January 27, 2015
REQUESTED ACTION:	Council consider a resolution authorizing the Mayor to execute a waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft at a low altitude over the City of Beaumont for mosquito control purposes.

BACKGROUND
The Jefferson County Mosquito Control District is requesting that the City of Beaumont grant authority for them to operate their aircraft at a low altitude over the City of Beaumont for mosquito control purposes. The Jefferson County Mosquito Control District operates their aircraft in accordance with all federal and state rules and regulations governing this type of application.

The Jefferson County Mosquito Control District makes this request on an annual basis.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

Jefferson County Mosquito Control District

Organized in 1950

Kevin J. Sexton, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
Fax: (409) 727-4176
ksexton@co.jefferson.tx.us

Advisory Commission:
Dr. M. O. Way, Chairman
Denise Wheeler, Secretary
George Mitchell
Paul Jones
Wayne Morris
Matt Vincent

January 5, 2015

Mayor's Office
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

Dear Mayor:

Each year the Jefferson County Mosquito Control District requests the governing bodies of the different communities in Jefferson County to furnish a waiver permitting the Mosquito Control aircraft to fly at low altitudes over the territory under their jurisdiction.

It is respectfully requested that the City Council sign the enclosed waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft over the City of Beaumont for mosquito control purposes.

Federal Regulations places the responsibility of maintaining all records and complying with all rules and regulations upon the operator of the aircraft. This file is open at all times for inspection.

We furthermore request that you please mail or fax the signed copy of the waiver to the number listed above.

If at any time you may have any questions, please contact Jerry Hinson, Chief Pilot or Kevin J. Sexton, Director for assistance.

Respectfully yours,

Jerry Hinson, Chief Pilot

Cc: County Judge Jeff Branick, Jefferson County
Commissioner Eddie Arnold, Precinct 1
Commissioner Brent Weaver, Precinct 2
Commissioner Michael Sinegal, Precinct 3
Commissioner Everett Alfred, Precinct 4

Jefferson County Mosquito Control District

Organized in 1950

Kevin J. Sexton, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
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ksexton@co.jefferson.tx.us

Advisory Commission:
Dr. M.O. Way, Chairman
Denise Wheeler, Secretary
George Mitchell
Paul Jones
Wayne Morris
Matt Vincent

January 5, 2015

AERIAL WAIVER

Mayor's Office
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

The Jefferson County Mosquito Control District is authorized to fly at low altitudes as required for the application of pesticides for the control of mosquitoes within the limits of City of Beaumont, Texas. Jefferson County Mosquito Control operates in accordance with all Federal and State Rules and Regulations governing this type of application.

Signature: _____
Mayor's Office, City of Beaumont, Texas

Date: _____

Jerry Hinson, Chief Pilot
Jefferson County Mosquito Control District

JWH/dw

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the Mayor is hereby authorized to execute a document furnishing a waiver to the Jefferson County Mosquito Control District for the purpose of allowing their aircraft to fly at low altitudes over the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

G

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	January 27, 2015
REQUESTED ACTION:	Council consider authorizing the City Manager to execute a new five (5) year lease agreement with the Federal Aviation Administration (FAA) for their Remote Transmitter/Receiver (RTR) facility at the Beaumont Municipal Airport.

BACKGROUND
The City and the Federal Aviation Administration (FAA) originally entered into an agreement in 1980 to provide approximately 111 square feet of floor space in Room 102 at the Beaumont Municipal Airport. This space is used for the FAA Remote Transmitter/Receiver (RTR) equipment which the FAA has an ongoing need to occupy on the premises. The current lease expires on September 30, 2015.

FUNDING SOURCE
FAA agrees to pay $1,000.00 per annum, paid quarterly at $250.00 for a five (5) year term.

RECOMMENDATION
Approval of resolution.

U.S. Department
of Transportation
Federal Aviation Administration

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, TX 76137

JAN 0 8 2015

Mr. Kyle Hayes, City Manager
The City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

Dear Mr. Hayes:

Subject: Expiring Lease No. DTFA07-96-L-01041
Succeeding Lease No. DTFACN-15-L-00121
Beaumont RTR Facility
Beaumont Municipal Airport
Beaumont, Texas

Enclosed is a fully executed copy of the Federal Aviation Administration's (FAA) Lease No. DTFACN-15-L-00121; providing approximately 111 square feet of floor space in Room 102. This space is for our Remote Transmitter/Receiver (RTR) equipment and the FAA has an ongoing need to occupy the premises. The current lease expires on September 30, 2015.

In accordance with your telephone conversation on October 17, 2014, with Mrs. Patricia Fennell, enclosed are two copies of succeeding Lease No. DTFACN-15-L-00121. As stated in the lease, the rental consideration will be $1,000.00 per annum, paid quarterly at $250.00 for a 5 year term.

Please have all copies signed and dated, complete the Certificate of Acknowledgement and return all copies to the Department of Transportation, Federal Aviation Administration, Real Estate and Utilities Group, ALO-720, 2601 Meacham Blvd, Fort Worth, Texas 76137. When received, a fully executed copy will be returned to your for your records.

If you require additional information, please contact Mrs. Patricia Fennell at 817-222-4940 or via email at patricia.williams-fennell@faa.gov.

Sincerely,

Patsy J. McComis

Patsy J. McComis
Contracting Officer

Received
1-12-15

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 a Lease between the City of Beaumont and the Federal Aviation Administration (FAA) for the Remote Transmitter/Receiver (RTR) facility located at the Beaumont Municipal Airport. The Lease is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY

Lease No: DTFACN-15-L-00121
Location: Beaumont, Texas (BMT)
Facility: Remote Transfer Receiver (RTR)

1. THIS LEASE(9/98), entered into by and between CITY OF BEAUMONT, TEXAS whose interest in the property hereinafter described is that of OWNER, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises: Approximately 111 square foot of floor space, Room #102, in the Beaumont Municipal Airport Building (see Exhibit A).

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2015 and continuing through September 30, 2025, inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2015 by giving at least 30 days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

5. RENTAL (10/96) - Rent in the amount of $1,000.00 per annum, at the rate of $250.00 per quarter will be payable to the LESSOR in arrears and will be due on the first workday of each quarter, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than 30 days will be prorated. Checks will be made payable to: City of Beaumont, P.O. Box 3827, Beaumont, TX 77704.

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08) Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week.

EXHIBIT "A"

The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.
-ELECTRICITY
-SNOW REMOVAL
-GROUND MAINTENANCE

7. GENERAL CLAUSES:
a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ELECTRICAL SAFETY (4/12) - The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols*.

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) *Z53, Series of Standards for Safety Signs and Tags*.

e. CONTRACT DISPUTES (11/03)
All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. PROTEST (11/03)
Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted. Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

g. INTERFERENCE (10/08)
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

h. COORDINATION (10/08)
The FAA will receive permission from the lessor prior to installing any new equipment at the site.

i. NOTICES (10/96)
All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

LESSOR:
CITY OF BEAUMONT, TEXAS
P.O. Box 3827
Beaumont, Texas 77704

GOVERNMENT:
FEDERAL AVIATION ADMININSTRATION
ATTN: REAL ESTATE & UTILITIES GROUP, ALO 720
2601 Meacham Blvd.
Fort Worth, Texas 76137

j. The following clauses are incorporated by reference: The full text of these clauses can be found in Standard Space Lease Form via the Internet at http://fast.faa.gov
-ANTI-KICKBACK (10/96)
-ASSIGNMENT OF CLAIMS (10/96)
-CERTIFICATION OF REGISTRATION IN SAM - REAL PROPERTY (1/13)
-COMPLIANCE WITH APPLICABLE LAWS (10/96)
-CONTRACTOR IDENTIFICATION NUMBER -"DATA UNIVERSAL NUMBERING SYSTEM" (DUNS) NUMBER (1/13)
-COVENANT AGAINST CONTINGENT FEES (8/02)
-DEFAULT BY LESSOR (10/96)
-EXAMINATION OF RECORDS (8/02)
-INSPECTION (10/96)
-LESSOR'S SUCCESSOR (10/96)
-NO WAIVER (10/96)
-OFFICIALS NOT TO BENEFIT (10/96)
-PAYMENT BY ELECTRONIC FUNDS TRANSFER (1/13)
-SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (9/99)
-SYSTEM FOR AWARD MANAGEMENT - REAL PROPERTY (1/13)

IN WITNESS WHEREOF, the parties hereto have signed their names:

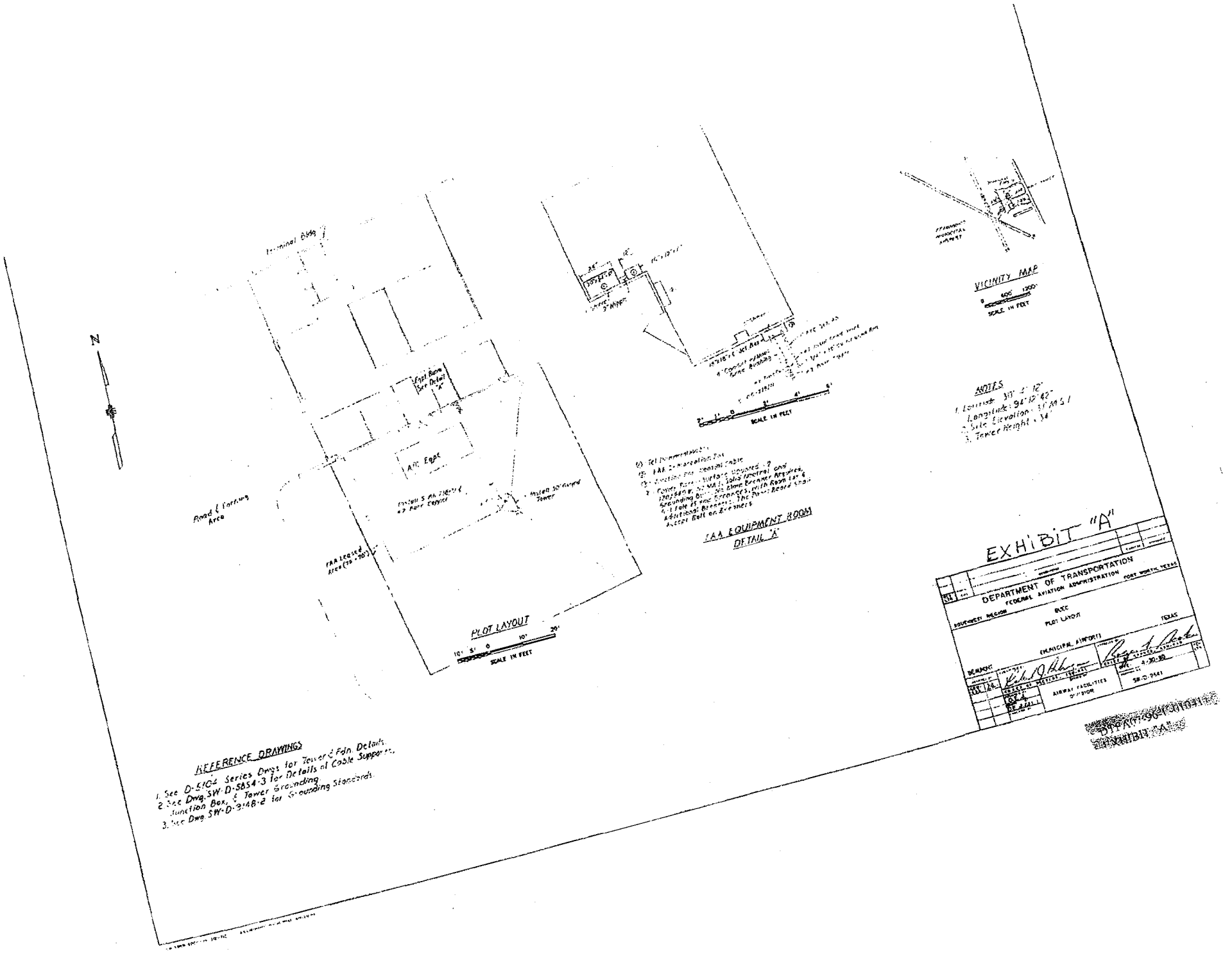
8a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	8b. SIGNATURE OF OWNER	8c. DATE (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE (10/96)

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I _____ certify that I am the _____ of the City of Beaumont, Municipality of Texas named in the foregoing agreement; and that _____ who signed said agreement on behalf of the Beaumont, Texas was then _____ of said Beaumont, Texas; that said agreement was duly signed for and on behalf of Beaumont, Texas by authority of its governing body, and is within the scope of its powers.

Signed_____ (seal)


N
Terminal Bldg
Road & Parking Area
FAA Leased Area
Tower
PLOT LAYOUT
SCALE IN FEET
FAA EQUIPMENT ROOM
DETAIL 'A'
SCALE IN FEET
VICINITY MAP
SCALE IN FEET
NOTES
REFERENCE DRAWINGS
1. See D-5104 Series Dwgs for Tower & Fdn. Details.
2. See Dwg. SW-D-5854-3 for Details of Cable Supports, Junction Box, & Tower Grounding.
3. See Dwg. SW-D-3148-2 for Grounding Standards.
EXHIBIT "A"
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
FORT WORTH, TEXAS
SOUTHWEST REGION
BIRD
PLOT LAYOUT
TEXAS
MUNICIPAL AIRPORT
AIRWAY FACILITIES DIVISION
SW-D-7561
EXHIBIT "A"

H

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the claim of Voth Baptist Church.

BACKGROUND
This matter was presented and discussed in Executive Session held on January 13, 2015. The City Attorney is requesting authority to settle this claim in the amount of $25,593.36.

FUNDING SOURCE
General Liability Fund.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, the claim of Voth Baptist Church was discussed in Executive Session properly called and held Tuesday, January 13, 2015; and,

WHEREAS, the City Attorney is requesting authority to settle this lawsuit;

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 Attorney be, and he is hereby, authorized to settle the claim of Voth Baptist Church, for the receipt of the sum of Twenty-Five Thousand Five Hundred Ninety-Three and 36/100 Dollars ($25,593.36); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the lawsuit.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JANUARY 27, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider approving an ordinance calling the General Election for May 9, 2015, to elect a Mayor, two (2) Councilmembers-At-Large, and four (4) Ward Councilmembers (one each for Ward I, II, III and IV); and approving a Runoff Election if necessary

2. Consider a resolution authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in 2015

3. Consider a resolution approving a contract with K & F Demolition Inc., of Houston for the asbestos abatement and demolition of the Ridgewood Retirement Facility

COMMENTS

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

EXECUTIVE SESSION

* Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Claim of City of Beaumont v. British Petroleum (BP)

Captain David Kiker vs. City of Beaumont; Case No. 01-14-0000-2038

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.

1

January 27, 2015

Consider approving an ordinance calling the General Election for May 9, 2015, to elect a Mayor, two (2) Councilmembers-At-Large, and four (4) Ward Councilmembers (one each for Ward I, II, III and IV); and approving a Runoff Election if necessary

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tina Broussard, City Clerk, TRMC

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider approving an ordinance calling the General Election for May 9, 2015, to elect a Mayor, two (2) Councilmembers-At-Large, and four (4) Ward Councilmembers (one each for Ward I, II, III and IV); and approving a Runoff Election if necessary.

BACKGROUND

The City Charter dictates that all elected officials shall be elected on a regular election day established by the Election Code of the State of Texas. The City of Beaumont is designating the second Saturday of May to conduct this election, and will conduct a joint election with the Port of Beaumont. The City of Beaumont will elect a Mayor, two (2) Councilmembers-At-Large, and four (4) Ward Councilmembers (one each for Ward I, II, III and IV); and approving a Runoff Election if necessary. The Port of Beaumont will elect one (1) Ward 1 Commissioner and one (1) Ward 3 Commissioner.

FUNDING SOURCE

Estimated expense to conduct the Election is $34,480.00.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.15-002

AN ORDINANCE OF THE CITY OF BEAUMONT, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON THE 9TH OF MAY, 2015 FOR THE PURPOSE OF ELECTING A MAYOR, FOUR (4) WARD COUNCILMEMBERS (WARDS I, II, III AND IV) AND TWO (2) COUNCILMEMBERS-AT-LARGE; AND DESIGNATING POLLING PLACES; PROVIDING THE FORM OF THE BALLOT AT SUCH ELECTION; DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION; PROVIDING FOR A JOINT ELECTION WITH THE PORT OF BEAUMONT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1

In accordance with the City Charter, the Constitution, and general laws of the State of Texas, a general municipal election is hereby called and ordered for the second Saturday in May, 2015, the same being the 9th day of said month, at which election all qualified voters residing within the corporate limits of the City of Beaumont may vote for the purpose of electing a Mayor, Councilmembers to Wards I, II, III and IV and two (2) Councilmembers-At-Large for full term.

Section 2

No person's name shall be placed upon the official ballot as a candidate for any of the above-mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031, Section 143.004, and Section 143.007 of the Texas Election Code, and Article IV, Section 5 of the Charter of the City of Beaumont, with the City Clerk, not later than five o'clock (5:00) p.m. on the seventy-first (71st) day before the date of such election. The City Clerk shall note on the face of each such application the date and time of its filing. A declaration of write-in candidacy must be filed with the City Clerk as provided by Section 146.054 of the Texas Election Code, not later than five o'clock (5:00) p.m. of the seventy-first (71st) day before election day.

Section 3

Said election shall be held jointly with the Port of Beaumont in accordance with Chapter 271 of the Texas Election Code; and the City Clerk of the City of Beaumont, Texas, agrees to coordinate, supervise, and handle all aspects of administering said joint election in accordance with the provision of the Texas Election Code and as outlined in their terms of agreement contained herein:

a) The expenses of the election shall be divided with each governmental entity paying an equitable share of said expenses.

b) Single ballot forms shall be used which shall contain the Mayor, four (4) Ward Councilmembers and two (2) Councilmembers-At-Large, and two (2) Port of Beaumont Commissioners

c) The County Clerk's office shall be responsible for the appointment of all election judges.

d) Location of polling places is attached hereto as Exhibit "A".

e) One set of ballot boxes shall be used and records for all elections shall be combined.

f) The County Clerk of the City of Beaumont is designated as the general custodian of all election records for the joint election.

g) Early voting shall be held jointly, and the County Clerk shall serve as the joint early voting clerk. The joint early voting shall be conducted between the hours of 8:00 a.m. to 5:00 p.m. including any extended or weekend hours, at the early voting place or places at which the early voting clerk regularly conducts early voting for the City. The early voting clerk shall receive applications for early voting ballots to be voted by mail in accordance with Texas Election Code, Section 81.001, et. seq. The remaining procedures for conducting early voting by mail shall be completed by the County Clerk of Jefferson County.

h) Each participating entity will be responsible for all required election orders, resolutions, notices, and any other pertinent documents required by its respective governing body. Preparation of necessary bilingual materials and notices will also be the responsibility of each participating entity.

i) The judges and clerks shall be compensated at a rate of $10.00 per hour. No judge or clerk shall be paid for more than one hour of work before the polls open and no period of time subsequent to two hours after voting is concluded by all voters offering themselves for voting during regular voting hours. The election official who delivers the returns of the election shall be paid an additional $25.00 provided he/she also returns unused ballots, elections supplies and ballot boxes when he/she makes delivery of the returns of the election.

Section 4

Legally qualified voters residing within the corporate limits of the City of Beaumont shall be entitled to a vote at said election for the respective candidate(s).

Section 5

That said election shall be held in the City of Beaumont between the hours of 7:00 a.m. and 7:00 p.m. at the places listed in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 6

The notice and order of said election shall be given by posting and publishing said notice and order as provided by the Texas Election Code.

Section 7

That an electronic voting system, as described by Title 8 of the Texas Election Code, shall be used for said election.

Section 8

That the following are hereby appointed officers of said election to serve at the Central Counting Station, which is hereby established at the Mid-County Office Building, 7963 Viterbro Road, Nederland, Texas; Manager of the Central Counting Station Bruce Drury, Tabulation Supervisor Jeff Ross; and Assistant Tabulation Supervisor Paul Helejda.

Section 9

The official ballots, ballot cards, and ballot labels, respectively, for the election shall be prepared in accordance with Title 5 of the Texas Election Code.

Section 10

That the Jefferson County Clerk is hereby appointed clerk for early voting; and pursuant to Sec. 83.034 of the Texas Election Code, the appointment of Theresa Goodness as Deputy Early Voting Clerk is approved, said appointment being without additional compensation. The

County Clerk may authorize as many additional clerks as are deemed necessary for the proper conducting of the election. Early voting by personal appearance shall be conducted at the main early voting location, Jefferson County Court House, 1149 Pearl Street, Beaumont, Texas, 77701, with four branch early voting locations at BISD Administration Building, 4495 Harrison, Beaumont, TX 77706, Rogers Park Community Center, 1455 Dowlen Rd., Beaumont, TX 77706, John Paul Davis Community Center, 3580 E. Lucas St., Beaumont, TX 77708, Theodore Johns Library, 4255 Fannett Rd., Beaumont, TX 77701. Early voting ballot applications and ballots voted by mail shall be sent to the County Clerk's Office, P.O. Box 1151, Beaumont, Texas, 77701-1151. The County Clerk shall keep the said office open for at least eight (8) hours between 8:00 a.m. and 5:00 p.m. on each day for early voting or an official State Holiday beginning on the twelfth (12th) day through the fourth (4th) day preceding the date of such election; provided, however, except as authorized by Sections 85.005 (a) and (d), Texas Election Code, said County Clerk shall not permit anyone to vote early by personal appearance on any day or time not designated herein for early voting and under no circumstances shall she permit anyone to vote early by personal appearance at any time when her office is not open to the public for early voting purposes.

Early Voting Dates and Times

Monday	April 27, 2015 8:00 a.m. to 5:00 p.m.
Tuesday	April 28, 2015 8:00 a.m. to 5:00 p.m.
Wednesday	April 29, 2015 8:00 a.m. to 5:00 p.m.
Thursday	April 30, 2015 8:00 a.m. to 5:00 p.m.
Friday	May 01, 2015 8:00 a.m. to 5:00 p.m.
Saturday	May 02, 2015 8:00 a.m. to 5:00 p.m.
Monday	May 04, 2015 7:00 a.m. to 7:00 p.m.
Tuesday	May 05, 2015 7:00 a.m. to 7:00 p.m.

Section 11.

That early votes by personal appearance and by mail shall be counted by an early voting ballot board consisting of a presiding judge and one clerk, and the County Clerk may authorize as many additional clerks as are deemed necessary. Early votes shall be canvassed and

returned by the Early Voting Ballot Board to the Central Counting Station by 7:00 p.m. on Election day.

Section 12.

If any person or persons appointed herein do not appear, are unable to perform their duties, or fail to perform their duties, the County Clerk shall have the discretion and authority to appoint any substitute personnel to fill the position(s).

Section 13.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Clerk, as provided by Section 52.094 of the Texas Election Code. The City Clerk shall post a notice in the office of the City Clerk, 801 Main St., Suite 125, Beaumont, Texas, 77701 at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Clerk a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by the candidate, shall have a right to be present and observe the drawing.

Section 14.

That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Beaumont, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 15.

That all ordinances or parts of ordinances inconsistent or in conflict herewith are, to the

extent of such inconsistency or conflict, hereby repealed.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

- Mayor Becky Ames -

EXHIBIT "A" - 2015 GENERAL ELECTION ORDINANCE
COUNTYWIDE POLLING PLACES

BMT/PORT	POLLING LOCATION
ALL	Alice Keith Park Recreation Center 4075 Highland Ave. Beaumont, TX 77705
ALL	Amelia Elementary School 565 S. Major Dr. Beaumont, TX 77703
ALL	Beaumont Municipal Airport 455 Keith Rd., Hwy 90 Beaumont, TX 77713
ALL	Calvary Baptist Church 3650 Dowlen Rd. Beaumont, TX 77706
ALL	Charlton Pollard Elementary School 825 Jackson St. Beaumont, TX 77701
ALL	Dishman Elementary 3475 Champions Dr. Beaumont, TX 77707
ALL	Dr. Mae Jones-Clark Elementary School 3525 Cleveland Beaumont, TX 77703
ALL	Jefferson County Courthouse 1001 Pearl St. Beaumont, TX 77701
ALL	John Paul Davis Community Center 3580 E. Lucas Dr. Beaumont, TX 77708
ALL	MLK Middle School 1400 Avenue A Beaumont, TX 77701
ALL	O.C. "Mike" Taylor Career Center 2330 North Street Beaumont, TX 77702
ALL	Precinct 1 Service Center 20205 W. Hwy. 90 Beaumont, TX 77703

ALL	Precinct 4 Service Center 7780 Boyt Rd. Beaumont, TX
ALL	Rogers Park Community Center 6540 Gladys Ave. Beaumont, TX 77706
ALL	Roy Guess Elementary School 8055 Old Voth Rd. Beaumont, TX 77713
ALL	Sterling Pruitt Center 2930 Gulf St. Beaumont, TX 77703
ALL	Theodore Johns Library 4255 Fannett Rd. Beaumont, TX 77705
ALL	MLK Middle School 1400 Avenue A Beaumont, TX 77701

Early Voting Locations:

Main Location	Beaumont Court House 1001 Pearl St. Beaumont, TX 77701
Branch	
	Rogers Park Community Center 6540 Gladys Beaumont, TX 77706
	Theodore Johns Library 4255 Fannett Rd. Beaumont, TX 77705
	John Davis Community Center 3580 E. Lucas Beaumont, TX 77708
	BISD Administration Building 3395 Harrison Avenue Beaumont, TX 77703

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January 27, 2015

Consider a resolution authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in 2015

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: January 27, 2015

REQUESTED ACTION: Council consider a resolution authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in 2015.

BACKGROUND

The City of Beaumont is statutorily given the responsibility of exclusive original jurisdiction over the rates, operation and services of Entergy Texas, Inc. (ETI), which provides electric utility services in the City of Beaumont. To ensure that ETI is providing fair, just and reasonable rates and efficient services to the area, the City of Beaumont continually assesses the ongoing efforts of ETI in the services it provides to the citizens of Beaumont. This is accomplished primarily through the combined efforts of the cities in the Entergy service area with similar jurisdictional responsibilities.

It is anticipated that ETI will initiate various proceedings in 2015 either before the service area cities, the Public Utility Commission of Texas or the Federal Energy Regulatory Commission. With the completion of the transition to the Midwest Independent System Operator (MISO) and the expedited termination of its system operating agreement, it is expected that ETI will eventually file a rate case to modify its schedules and tariffs to reflect its operations as a stand alone utility. The case was not filed in 2014 as expected. It is also expected that ETI will continue to seek base rate revenue increases through incremental cost recovery mechanisms as well as file various proceedings throughout the year. In order to maintain fair, just and reasonable rates and efficient services to the rate payers, it is critical that the cities participate in these various proceedings.

The proposed resolution allows the City of Beaumont to continue its participation as a member of the Steering Committee of cities within the ETI service area to monitor the operation and services provided by ETI to the citizens of Beaumont. The resolution also authorizes the hiring of utility consultants and lawyers through the Steering Committee to facilitate the efforts of the service area cities.

FUNDING SOURCE
The reasonable expenses associated with rate related matters are reimbursable by the company pursuant to the Public Utility Regulatory Act of Texas.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF BEAUMONT, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY REGULATORY COMMISSION IN 2015.

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation; and,

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2015 and into the future; and,

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2015 related to ETI's integration with the Midwest Independent System Operator ("MISO"), ETI's continuing commitment to exit the Entergy System Agreement on an expedited basis, various fuel cost refunds or surcharges and reconciliations, capacity cost surcharges and reconciliations; and for any type of base rate proceedings (such as a new base rate increase request, transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, hurricane restoration cost or offset true-ups, or a purchased power capacity cost recovery rider) or cost allocation adjustments; and,

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2015, and file other fuel proceedings during 2015 to reconcile fuel, to refund or surcharge fuel charges, and to change the fuel mechanism, along with various surcharge requests impacting rates; and,

WHEREAS, ETI is expected to file a proceeding for a base rate change and fuel reconciliation during 2015 to recover costs associated with new capacity purchases; and,

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs; and,

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and,

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and,

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *TEX. UTIL. Code* § 33.025, and standing before each Federal Energy Regulatory Commission case in which the City may be affected pursuant to *18 C.F.R. § 385.214*; and,

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023;

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT that:

SECTION 1. The City of Beaumont shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and reconciliations, capacity cost surcharges and reconciliations, the allocation and refund of rough production cost equalization payments, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2015 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

The City of Beaumont shall participate with other Cities to intervene in fuel or fuel related proceedings at the Public Utility Commission and the Federal Energy Regulatory Commission on file in 2015 concerning ETI's rates charged to Texas customers.

All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 2. This Resolution shall be effective from and after the date of its passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this 27th day of January, 2015.

_____

- Mayor Becky Ames -

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

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January 27, 2015

Consider a resolution approving a contract with K & F Demolition Inc., of Houston for the asbestos abatement and demolition of the Ridgewood Retirement Facility

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	January 27, 2015
REQUESTED ACTION:	Council consider a resolution approving a contract with K & F Demolition Inc., of Houston in the amount of $112,000 for the asbestos abatement and demolition of the Ridgewood Retirement Facility located at 2520 IH-10 East.

BACKGROUND
The City conducted an inspection of the Ridgewood Retirement Facility on May 22, 2014. It was found that the structures were in a state of deterioration, unsafe and unfit for tenants and were likely to endanger the health, safety, or general welfare of the public. On October 7, 2014, City Council issued a raze order by Ordinance Number 14-053. All of the structures at the facility were destroyed in a fire on November 4, 2014.

A request for bids was sent to twelve (12) vendors. Nine (9) responses were received. Bid responses for demolition and asbestos abatement was combined with the cost of air monitoring based on the number of days to be monitored, as required by the state, to determine the best value to the City. Pricing for the asbestos monitoring was only solicited by the City for the number of days to complete the project provided by the two lowest bidders. K & F Demolition was the lowest qualified bidder after the bid price of $112,000 was combined with the quoted price of $9,990 for seventeen (17) days of air monitoring service by Total Safety of Nederland for a total of $121,990. C & C Demo Inc. of Orange bid $98,850 and sixty (60) days to complete the project. Their bid price combined with the asbestos monitoring company's proposal of $29,990 for sixty (60) days of service totaled $128,840. The bid tabulation is attached

FUNDING SOURCE
General Fund. Total cost will be filed as a lien on the property.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were received for the asbestos abatement and debris removal of the Ridgewood Retirement Facility located at 2520 IH-10 East; and,

WHEREAS, K & F Demolition, Inc., of Houston, Texas, submitted a bid in the amount of $112,000 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by K & F Demolition, Inc., of Houston, Texas, 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 bid submitted by K & F Demolition, Inc., of Houston, Texas, for the asbestos abatement and debris removal of the Ridgewood Retirement Facility located at 2520 IH-10 East in the amount of $112,000 in the unit amounts shown on Exhibit "A" be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with K & F Demolition Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of January, 2015.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT, BEAUMONT TEXAS
PURCHASING DIVISION BID TABULATION

Bid Name: NESHAP Demolition And Debris Removal of Burned Ridgewood Retirement Facility Located At 2520 IH-10 East, Beaumont, Texas

Bid Number: TF1115-03

Bid Opening: Thursday, January 8, 2015 @ 2:00 P.M.

Contact Person: Terry Welch, Buyer III
twelch@ci.beaumont.tx.us
Phone: 409-880-3107

VENDOR CITY, STATE FAX NUMBER CONTACT	K & F Demolition, Inc Houston, Tx 77015 281-501-1302 Trinidad Gonzalez	* C & C Demo, Inc Orange, Tx 77632 409-886-4583 Bob Covington	Clean Air Environmental Service Mesquite, Tx 75150 214-324-7572 Sylvester White
ADDRESS	**PRICE**	**PRICE**	**PRICE**
Asbestos Monitoring Cost To The City	$9,990.00	$29,990.00	N/A
Demolition	$112,000.00	$98,850.00	$169,900.00
Total Number of Working Days to Complete Demolition	17 Days	60 Days	52 Days
Total Cost of Project:	$121,990.00	$128,840.00	$169,900.00

VENDOR CITY, STATE FAX NUMBER CONTACT	Inland Environments, LTD Houston, Tx 77365 281-354-7540 Jed Landry	* Lark Group Inc Warren, Tx 77664 409-834-2002 Allan Murphy	AAR Incorporated Houston, Tx 77041 713-466-4234 Dwain Bankston
ADDRESS	**PRICE**	**PRICE**	**PRICE**
Asbestos Monitoring Cost To The City	N/A	N/A	N/A
Demolition	$217,727.00	$250,000.00	$278,000.00
Total Number of Working Days to Complete Demolition	30 Days	60 Days	25 Days
Total Cost of Project:	$217,727.00	$250,000.00	$278,000.00

EXHIBIT "A"

Bid Tabulation

NESHAP Demolition And Debris Removal of Burned Ridgewood Retirement Facility Located At 2520 IH-10 East, Beaumont, Texas

TF1115-03

VENDOR **CITY, STATE** **FAX NUMBER** **CONTACT**	Grant Mackay Company, Inc Houston, Tx 77013 713-670-0765 Bryce Christensen	J.R. Ramon & Sons, Inc San Antonio, Tx 78226 210-225-7955 Timothy N. Ramon	* Coastal Demolition, Inc Beaumont, Tx 77701 409-833-4276 R. Wade Henry
ADDRESS	**PRICE**	**PRICE**	**PRICE**
Asbestos Monitoring Cost To The City	N/A	N/A	N/A
Demolition	$299,500.00	$399,430.00	$573,500.00
Total Number of Working Days to Complete Demolition	36 Days	40 Working Days	75 Days
Total Cost of Project:	$299,500.00	$399,430.00	$573,500.00

City did not collect a proposal from Asbestos Monitoring Company for bidders with areas marked N/A as they were not apparent low bidder or the next apparent low bidder. The Total Cost of Project for these bidders will only reflect price bid to complete scope of work provided by the bidder.

* Denotes bidder did not meet specifications

Contract Awarded to Lowest Qualified Bidder K & F Demolition Inc.