



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 9, 2016 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – February 2, 2016
- * Confirmation of committee appointments
- A) Approve the termination of a Lease Agreement with UTMB for space at 950 Washington Boulevard
- B) Authorize the City Manager to execute all documents necessary, specifically including a contract, in order for the Southeast Texas Auto Theft Task Force (City of Beaumont) to transfer a vehicle title to the Hardin County Sheriff's Office
- C) Authorize the City's Attorney to join the State of Texas into the litigation of The United States of America vs. The City of Beaumont, Texas

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: February 9, 2016

REQUESTED ACTION: Council consider a resolution approving the termination of the Lease with UTMB at 950 Washington Blvd.

BACKGROUND

On January 22, 2016 the Public Health Department moved from its old location at 950 Washington Blvd. to its new building at 3040 College Street. The City owns the Washington Blvd. property and is actively trying to sell it. Still occupying the property is UTMB (University of Texas Medical Branch). UTMB has leased approximately 8,200 square feet of office and clinic space at that location since October 7, 1992. The current monthly rental payment is \$3,548.40 and the Lease is scheduled to expire on October 6, 2016.

The Lease provides that in the event the Lessor (City) constructs a new health care facility, Lessor has the option to terminate the Lease upon reasonable written notice. The City will provide UTMB with a one hundred twenty (120) days' written notice, making the final date to vacate June 9, 2016, or 120 days from the date of the resolution.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, on January 22, 2016, the Public Health Department moved from its old located at 950 Washington Boulevard to its new building at 3040 College Street; and,

WHEREAS, the City owns the 950 Washington Boulevard property and is actively trying to sell it; and,

WHEREAS, still occupying the property is UTMB (University of Texas Medical Branch) with its lease scheduled to expire October 6, 2016; and,

WHEREAS, the lease provides that in the event the City constructs a new health care facility, the City has the option to terminate the lease upon reasonable written notice; and,

WHEREAS, the City will provide UTMB with a one hundred twenty (120) days' written notice, making the final date to vacate June 9, 2016, or one hundred twenty (120) days from the date of this resolution; and,

WHEREAS, the Council feels it is in the best interest of the citizens of the City of Beaumont to terminate the lease with UTMB for approximately 8,200 square feet of office and clinical space at 950 Washington Boulevard;

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 lease agreement with University of Texas Medical Branch (UTMB) for approximately 8,200 square feet of office and clinical space at 950 Washington Boulevard, Beaumont, Texas is hereby terminated.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of February, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: February 9, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary, specifically including a contract, in order for the Southeast Texas Auto Theft Task Force (City of Beaumont) to transfer a vehicle title to the Hardin County Sheriff's Office.

BACKGROUND

The Texas Gov't. Code Ann. Sec. 791.001 allows local governments to contract with one another to provide a governmental function that each local government is authorized to perform individually. This year, the City of Beaumont, City of Port Arthur, Jefferson County, Hardin County, Jasper County and Orange County entered into an Interlocal contract with each other, forming a joint cooperative agency which is known as the Southeast Texas Auto Theft Task Force. For fiscal year 2016, a joint application for grant funding of this task force was filed with the Automobile Burglary and Theft Prevention Authority of the State of Texas, and funds were awarded in the amount of \$528,714.

Using funds subject to grant authority, the Southeast Texas Auto Theft Task Force recently purchased a 2016 Ford F150 truck to be used by investigators in furtherance of the Task Force's objectives. This vehicle will replace a 2012 Chevrolet Tahoe that was wrecked. This investigator covers the Hardin, Jasper, and Orange County areas. In 2009 the City of Beaumont and the Southeast Texas Auto Theft Task Force entered in to an agreement with Hardin County to transfer the title of a vehicle to allow Hardin County to maintain the vehicle and provide insurance. This agreement worked to the advantage of all parties and the Southeast Texas Auto Theft Task Force is requesting that a similar agreement be entered into, allowing the purchased 2016 vehicle to be transferred to Hardin County in accordance with past practice. The 2009 vehicle will be returned to the task force, also in accordance with the past agreement.

FUNDING SOURCE

Funds will be used from the Auto Theft Task Force program income account.

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 execute all documents necessary, specifically including Use and Maintenance Agreement with the Southeast Texas Auto Theft Task Force ("Task Force") and the Hardin County Sheriff's Office to transfer title of a 2016 Ford F150 pickup truck, purchased in the name of the City of Beaumont, to the Hardin County Sheriff's Office for maintenance and insurance purposes. The Use and Maintenance Agreement 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 9th day of February, 2016.

- Mayor Becky Ames -

**SOUTHEAST TEXAS AUTO THEFT TASK FORCE USE AND
MAINTENANCE AGREEMENT**

For one dollar (\$1.00) and other consideration, consideration of which is herein acknowledged, the Southeast Texas Auto Theft Task Force (hereinafter referred to as "Task Force") agrees, via its Project Director, to transfer title of the vehicle identified as a 2016 Ford F-150, VIN 1FTEW1EF8GKD19121, (which vehicle was acquired with Task Force grant funds for use by the Task Force and is currently titled to the City of Beaumont) to Hardin County under the following terms and conditions:

- 1) The vehicle identified above (hereinafter referred to as "the vehicle") shall be maintained by Hardin County in accordance with the maintenance standards established by the manufacturer. All maintenance records on the vehicle shall promptly be provided to the Task Force and shall be available upon request to the Task Force.
- 2) The vehicle shall be used for Task Force purposes and is to be driven solely by the one or more designated peace officers of Hardin County who is/are assigned to the Task Force.
- 3) By assuming title to the vehicle, Hardin County agrees to be responsible for all damages to the vehicle, and all maintenance and repairs to the vehicle, in accordance with manufacturer's standards for the period of time that Hardin County retains title. Specifically, if the vehicle is damaged while in the possession of Hardin County, the Task Force will be reimbursed by Hardin County for either the reasonable replacement (in accordance with NADA values & standards) or reasonable repair (in accordance with manufacturer's standards). Further, Hardin County, by assuming title to the vehicle, agrees not to sell or transfer title of the vehicle without approval in writing from the Task Force via its Project Director. Further, Hardin County also hereby agrees that all proceeds from any such sale or transfer of the vehicle shall be payable to the Task Force and will be so paid to the Task Force.
- 4) Further, if at any time the vehicle ceases to be used in accordance the terms and conditions of the Interlocal Agency Agreement governing the Task Force and/or this agreement, then Hardin County agrees to transfer title of the vehicle to the Task Force. Specifically, upon written request from the Task Force Project Director for return of the vehicle, Hardin County hereby agrees that it will transfer title of the above identified vehicle to the ABTPA/Southeast Texas Auto Theft Task Force within 30 (thirty) days.
- 5) If the vehicle is damaged while titled to Hardin County, Jefferson County hereby agrees to make all necessary repairs to the vehicle, within 60 (sixty) days, in accordance with manufacturer's standards, so as to maintain reasonable replacement value of the vehicle.

6) If the vehicle is damaged beyond reasonable repair (i.e. totaled) Hardin County will promptly pay the Task Force the NADA replacement value of the vehicle within 90 (ninety) days.

7) This agreement will continue in effect for 60 (sixty) days after the expiration of the Interlocal Agency Agreement establishing the Southeast Texas Auto Theft Task Force, as long as efforts are being made to renew the Interlocal Agency Agreement establishing the Southeast Texas Auto Theft Task Force.

8) It is understood and agreed that the Task Force will have no responsibility for the operation or maintenance of the vehicle while it is titled to Hardin County. Hardin County will be responsible for the vehicle, while it retains title, in accordance with the provisions of the Texas Tort Claims Act and Texas law. Hardin County agrees and understands that it will be solely responsible for any negligent operation of the vehicle resulting in property damage and/or personal injuries.

9) Title to the vehicle will be transferred promptly after execution of this agreement by all signatories, and not later than 30 (thirty) days after execution of this agreement.

10) This document constitutes the entire agreement among the parties concerning the vehicle identified in this agreement and any changes or amendments shall be in writing and signed by all parties or their duly appointed representatives.

Kyle Hayes
City Manager
City of Beaumont

Wayne McDaniel
County Judge
Hardin County

Lt. Chris Schuldt
Project Director
Southeast Texas Auto Theft Task Force

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: February 9, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City's Attorney to join the State of Texas into the litigation of The United States of America vs. The City of Beaumont, Texas.

BACKGROUND

The U.S. Justice Department filed suit against the City of Beaumont alleging housing discrimination of people with disabilities in the enforcement of overly broad restrictive zoning laws, fire safety and building codes. In 1985, the Texas State Legislature passed the Community Homes for Disabled Persons Location Act. This Act was designed to facilitate the dispersal of residents with disabilities throughout the communities of the state. The City of Beaumont adopted this state law, by reference, into its zoning ordinances in 1987. The actions taken enforcing the City's zoning ordinance was in reliance upon the validity of the state law. Because the state legislation is at issue in the lawsuit, it is necessary for the State of Texas to defend the validity of the law in the litigation. To date, the State has chosen not to intervene and defend the state statute. The request is for authorization to add the State of Texas as a party to the litigation to defend the state statute.

FUNDING SOURCE

Liability Trust Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the attorneys representing the City of Beaumont in the litigation of The United States of America vs. The City of Beaumont, Texas be and they are hereby authorized to join the State of Texas as a party to the litigation.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of February, 2016.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 9, 2016 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to execute Change Order No. 1 to the contract with BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project

WORK SESSION

- * Review and discuss a draft Request for Proposals related to the Management, Maintenance and Operation of the City of Beaumont Tennis Center located at 6455 College Street
- * Review and discuss Low Income Housing Tax Credit applications related to proposed projects within the City of Beaumont or the City's Extraterritorial Jurisdiction (ETJ)
- * Review and discuss the possible annexation of properties located along the west side of Major Drive between Dishman and Folsom

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:

United States of America vs. City of Beaumont, Texas; Civil
Action No. 1:15CV201

- * 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:

North Civic Center Parking Lot which is north of 701 Main Street,
Beaumont, TX 77701

Beaumont Yacht Club located at 560 Marina Drive, Beaumont, TX 77703

City-Owned Warehouse located at 125 Magnolia, Beaumont, TX 77701

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.

February 9, 2016

Consider a resolution authorizing the City Manager to execute Change Order No. 1 to the contract with BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: February 9, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute Change Order No. 1, in the amount of \$225,529.50 to BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project.

BACKGROUND

On September 29, 2015, by Resolution 15-211, City Council awarded a contract to BDS Constructors, LLC, dba MK Constructors, of Vidor, Texas, in the amount of \$960,329.00 for the Goodhue Road Sanitary Sewer Project. The project consists of the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line.

Change Order No. 1, will provide for the installation of the sanitary sewer line by directional drill method instead of open-cut excavation; provide for the cleaning and television inspection of the existing Calder interceptor line; rehabilitate and seal the six (6) existing manholes between Goodhue Road and Caldwood Cutoff ditch; and replace the existing damaged sanitary sewer siphon under the Caldwood Cutoff ditch. The proposed improvements will enhance the capacity of the existing sanitary sewer system to better provide quality service to citizens in the area.

The proposed change order in the amount of \$225,529.50 would increase the original contract amount to \$1,185,858.50. An additional 60 calendar days is also being requested to the original contract end date of March 8, 2016, which would make the new substantial completion date May 7, 2016.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO. 15-211

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

THAT the City Council hereby approves the award of a contract to BDS Constructors, LLC dba MK Constructors, of Vidor, Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project. The proposed project shall provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 29th day of September, 2015.



Becky Ames
- Mayor Becky Ames -

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. One (1)
Date: 2/3/2016

PROJECT: City of Beaumont, Texas
Goodhue Road - Sanitary Sewer Rehabilitation

OWNER: City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77704

CONTRACTOR: BDS Constructors, LLC. Dba MK Constructors
16736 IH10
Vidor, Texas 77662

TO THE OWNER: Approval of the following contract change is requested.

Reason for Change: Adjust existing bid item quantities and add new bid items to install the proposed 12" sanitary sewer by directional drill; add new bid items to clean/tv the existing sanitary sewer interceptor on Calder Avenue, seal/rehabilitate the existing manholes on the sanitary sewer interceptor on Calder Avenue, and install a new sanitary sewer siphon on the Calder Avenue interceptor at the Caldwell Cut-off ditch.

ORIGINAL CONTRACT AMOUNT: \$ 960,329.00

THIS CHANGE ORDER

Item No. / Description:

Bid Items to be adjusted:

	<u>Net Change</u>
2 Delete 1077 SY concrete pavement repair at \$95.00/SY	\$ (102,315.00)
3 Delete 2860 LF saw cutting concrete pavement at \$10.00/LF	\$ (28,600.00)
4 Delete 1200 LF 12" gravity sewer under concrete pavement at \$392.00/LF	\$ (470,400.00)
5 Delete 270 LF 12" gravity sewer under asphalt pavement at \$329.00/LF	\$ (88,830.00)
11 Delete 1 Each oversized catch basin at \$7,500.00/Each	\$ (7,500.00)
12 Delete 1 Each catch basin at \$6,500.00/Each	\$ (6,500.00)
19 Delete 255 tons Class 1 embedment for wet construction at \$50.00/Ton	\$ (12,750.00)
20 Delete 50 tons cement satbilized sand @ \$38.00/Ton	\$ (1,900.00)
21 Delete 416 SY asphalt resurfacing at \$58.00/SY	\$ (24,128.00)
22 Delete 1470 LF groundwater control by well point at \$12.00/LF	\$ (17,640.00)
23 Delete 1217 LF trench safety at \$2.00/LF	\$ (2,434.00)

New Bid Items:

26 Add 1470 LF 14" DR-11 HDPE (IPS) installed by directional drill at \$477.00/LF	\$ 701,190.00
27 Add 1150 LF clean new 11.19" ID DR-17 HDPE installed by City at \$6.50/LF	\$ 7,468.50
28 Add 500 LF clean and televise existing 23.5" ID SDR-21 HDPE sewer line at \$16.00/LF	\$ 15,664.00
29 Add 979 LF clean and televise existing 21.7" ID SDR-21 HDPE sewer line at \$16.00/LF	\$ 8,000.00
30 Add 2040 LF clean and televise existing 18.1" ID SDR-21 HDPE sewer line at \$12.00/LF	\$ 24,480.00
31 Add 11 Each seal annular space around liner pipe in existing manhole at \$2,025.00/Each	\$ 22,275.00
32 Add 6 Each stop/plug flowing water through manhole walls, 5 gallons chemical grout at \$2,012.00/Each	\$ 12,072.00
33 Add 104 VF rehabilitate existing manholes with cementitious coating at \$225.00/VF	\$ 23,400.00
34 Add 6 Days vacuum services to remove debris from manholes at \$850.00/Day	\$ 5,100.00
35 Add 6 Each additional cleaning of annular space beyond space requiring sealing at \$750.00/Each	\$ 4,500.00
36 Add 6 Each additoinal chemical grout above initial 5 gallons in each manhole at \$1,200.00/Each	\$ 7,200.00
37 Add 120 LF 22" O.D (17.84" I.D) DR-11 HDPE installed by open cut at \$791.67/LF	\$ 95,000.00
38 Add 210 LF saw cutting concrete riprap at \$12.00/LF	\$ 2,520.00
39 Add 55.5 SY new concrete rip rap at \$270.00/SY	\$ 14,985.00
40 Add 316 tons cement stabilized sand at \$42.00/Ton	\$ 13,272.00
41 Add 2 EA tie-ins to existing junction boxes at \$11,000.00/EA	\$ 22,000.00
42 Add 1 LS testing of sewer line at \$3,400.00/LS	\$ 3,400.00
43 Add 1 LS well pointing at \$6,000.00/LS	\$ 6,000.00

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 225,529.50

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$ 1,185,858.50

CONTRACT TIME

Original Contract Time:	<u>100</u>	Calendar Days
Additional Time Requested:	<u>60</u>	Calendar Days
Revised Contract Time per this Change Order:	<u>160</u>	Calendar Days

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. One (1)
Date: 2/3/2016

CONDITION OF CHANGE:

"Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed."

Recommended by:



Schaumburg & Polk, Inc.
Engineer

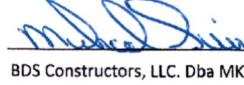
Date: 2-3-16

Approved by:

City of Beaumont
Owner

Date:

Accepted by:



BDS Constructors, LLC. Dba MK Constructors
Contractor

Date: 2-3-16

RESOLUTION NO.

WHEREAS, on September 29, 2015, the City Council of the City of Beaumont, Texas adopted Resolution No. 15-211 approving the award of a contract to BDS Constructors, LLC dba MK Constructors, of Vidor Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project to provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances; and,

WHEREAS, Change Order No. 1, in the amount of \$225,529.50, is required to provide for the installation of the sanitary sewer line by directional drill method instead of open-cut excavation; provide for the cleaning and television inspection of the existing Calder interceptor line; rehabilitate and seal six (6) existing manholes between Goodhue Road and Caldwood Cutoff ditch; and, replace the existing damaged sanitary sewer siphon under the Caldwood Cutoff ditch; and,

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 \$225,529.50 for a total contract amount of \$1,185,858.50 for the Goodhue Road Sanitary Sewer Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of
February, 2016.

- Mayor Becky Ames -

WORK SESSION

#1

- * Review and discuss a draft Request for Proposals related to the Management, Maintenance and Operation of the City of Beaumont Tennis Center located at 6455 College Street

**SCOPE OF WORK
MANAGEMENT, MAINTENANCE AND OPERATION
OF THE CITY OF BEAUMONT TENNIS CENTER**

1. PURPOSE

The City of Beaumont seeks proposals from highly qualified firms or individuals to manage operations and programs at the Beaumont Tennis Center, a municipal tennis facility, located at 6455 College Street, Beaumont, Texas. The successful Contractor will retain the exclusive right to conduct tennis related activities at the Beaumont Tennis Center.

2. TERM OF CONTRACT

The term of contract shall be for three (3) years. At the end of the initial term the City may renew this contract for one (1) additional two (2) year period. Any terms and conditions stated in the original specifications will apply to any extended period. Approval on behalf of the City to renew this contract shall be made by the City Manager or his designee.

3. GOAL

The City of Beaumont through its municipal tennis facility strives to offer the community a positive and inviting atmosphere for players of all ages and levels to participate in year-round tennis play.

4. FACILITY OVERVIEW

The Beaumont Tennis Center (Facility) is a municipal tennis facility under the oversight of the City of Beaumont Parks and Recreation Department. It includes twenty (20) outdoor and four (4) indoor lighted tennis courts. There is a viewing loggia that is ADA compliant. The Pro Shop contains approximately 4,460 square feet of retail floor and wall space. The Facility also includes restrooms with showers for men and women, storage area, and manager's office.

5. CONTRACTOR QUALIFICATIONS

Contractor must have at least five (5) years of experience in the management, supervision and operation of tennis facilities, or equivalent facility management programming experience. Contractor's primary duty is to fully manage, staff, supervise and control the administration and operation of the facility.

6. CONTRACTOR RESPONSIBILITIES

The Contractor shall retain the exclusive right to conduct tennis related activities at the Facility.

6.1 PROGRAMMING

The contractor shall offer tennis and/or tennis related programming at the Facility. Programming may include but is not limited to group lessons or clinics, private

lessons, leagues, cardio tennis workouts, drop-in programs, tournaments, camps, junior programming, senior programming and mixers.

Through its programming, the Contractor shall endeavor to maximize the utilization of Facility courts during hours of operation, and the Contractor shall make programming available for diverse skill levels, ages and populations. The Contractor shall modify programming to meet customer needs, the City's needs, and/or as demand dictates.

Each month, the Contractor must submit to the Director of Parks and Recreation or their designee, a program of activities of the forthcoming month, identifying at a minimum, leagues, lessons, youth and adult programs, tournaments by dates and estimated number of participants, and hours of operation.

6.2 SERVICES

The Contractor shall provide tennis and/or tennis related services at the Facility. Services may include but are not limited to racquet stringing, ball machine rental, tennis equipment, apparel or other accessories or merchandise, food, beverages or other concessions and tournament organizing.

6.3 FEES

The Contractor shall charge and publicize all tennis fees as approved by City Council in the Code of Ordinances.

6.4 MARKETING, ADVERTISING, AND PROMOTION ACTIVITIES

The Contractor shall market, advertise and promote the Facility in order to maximize its utilization. Marketing, advertising and promotional activities may occur via Facility website, social media or other means with prior approval by the Parks and Recreation Director.

Contractor will provide suitable signs at the Facility advising the public that the business activity is operated by the Contractor as an independent contractor and not operated by the City.

6.5 OPERATIONS

The contractor shall manage court usage, court reservations and payment of court fees at the Facility according to City Ordinance, Section 14.04.013. Current fees approved by City Council provided in Attachment A.

6.5.1 The Contractor shall at minimum, maintain the hours of operation as set by City. The Contractor may operate the Facility outside of the hours stated with prior written approval from the City. The current hours of operation is provided in Attachment B.

6.5.2 The Contractor shall offer patrons a user friendly online court reservation system (The City currently uses ActiveNet software) that, at minimum: Presents no extra cost to players; provides reservation confirmation notifications; and captures zip codes, email addresses and phone numbers. The contractor shall provide all equipment necessary for the operation of the Facility and pro shop. The contractor shall utilize a computerized cash register system.

6.5.3 The Contractor shall be responsible for any and all debts incurred by the operation of the Facility and shall allow no liens to be filed against City Property.

6.6 **FACILITY IMPROVEMENTS/UPGRADES**

Improvements and/or upgrades to the Facility will be at the sole expense of the Contractor and will become the property of the City upon expiration or termination of the contract. All improvements or upgrades will require prior, written approval from the City. The Contractor shall have the right to remove any personal property from the Facility upon expiration or termination of the contract. The City reserves the right to require the Contractor to restore the Facility to its original condition at the Contractor's expense.

6.7 **FACILITY MAINTENANCE AND REPAIRS**

6.7.1 The Contractor shall be responsible for all maintenance on the following items:

- a) conduct custodial duties to present a clean appearance of the Facility at all times.
- b) Shall provide all custodial services and supplies for the Facility.
- c) Shall maintain the tennis courts and Facility in good repair.
- d) Clean and pressure wash all sidewalks and porch areas once a month.
- e) Repair any physical damage to the facilities such as broken windows, wall damage, plumbing fixture repair, and minor toilet stoppage.
- f) Replace all "burned out" lights in the Pro-Shop area.
- g) Shall maintain clean and free of debris, the fenced in area and area within twenty (20) feet of the Facility.
- h) Shall provide replacement of worn, damaged nets and windscreens.
- i) Shall pay all utilities (water/sewer, electricity, gas, telephone)

6.8 REGULATORY

- 6.8.1 The Contractor shall fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Facility.
- 6.8.2 Contractor shall secure any and all licenses, clearances, permits and other certificates necessary to operate the Facility as may be required for Contractor's lawful operation, use, possession and occupancy of the Facility.
- 6.8.3 The Contractor shall pay the cost of all license and registration fees and renewals thereof. The Contractor shall display all permits in conspicuous location at the Facility.

6.9 HEALTH, SAFETY, AND SECURITY

- 6.9.1 The Contractor shall be certified for CPR (Cardiopulmonary resuscitation), First Aid and AED (Automated External Defibrillator) training, shall maintain such certification throughout the contract term and shall provide proof of certification upon the request of the City.
- 6.9.2 The Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for monthly payments to the security service and any cost associated for false alarms. Should a loss occur of any nature, the City will not be held responsible for any contents, merchandise or cash on-hand.

6.10 CASH HANDLING, DEPOSITS, AND RECORDKEEPING

- 6.10.1 The Contractor shall maintain a written cash handling policy which is subject to the approval of the City's Chief Financial Officer. During the term of this agreement the Contractor shall establish and maintain separate records and accounts for the City facility, including a separate bank account relating to the operation of the Facility.
- 6.10.2 The contractor shall keep and maintain complete and accurate books and records necessary for the fulfillment of Contractor's obligations in accordance with generally accepted accounting principles (GAAP) consistently applied and in a form satisfactory to the City throughout the contract term and for four (4) years after expiration or early termination of the contract.
- 6.10.3 The Contractor shall keep and maintain books and records in sufficient detail to fully and properly document and account for all transactions which relate to the

amounts reported to the City.

- 6.10.4 The Contractor shall install a computerized cash register system which shall record all sales or service transactions in a manner satisfactory to the City.

6.11 REPORTING REQUIREMENTS

- 6.11.1 Court rental activity and attendance reports.
- 6.11.2 Log of all maintenance and service performed at the Facility.
- 6.11.3 Incidents or injuries at the Facility.
- 6.11.4 Copy of Internal Revenue Service annual tax returns pertaining specifically to Facility income.
- 6.11.5 Quarterly sales tax report.

7. CITY RESPONSIBILITIES

The City shall be responsible for all maintenance on the following items:

- a) HVAC systems including scheduled filter changes.
- b) Water Heater.
- c) Fire Alarm System (monitoring included).
- d) Fire Extinguisher annual inspections.
- e) Electrical Breaker Panels and Circuits.
- f) Lighting Control Panel.
- g) Ballast replacement on light fixtures.
- h) Building Structure.
- i) Roof System.
- j) Interior and exterior painting (at discretion of the City).
- k) Ice Machine repairs.
- l) Plumbing System repairs such as sewer line blockage, flush valve repairs, water supply line repairs, faucet repairs, drink fountain repairs.
- m) Parking lot lights.
- n) Irrigation system repairs and maintenance.

- o) Door hardware repair.
- p) Termite treatment.
- q) Fencing.
- r) Replacing light bulbs on the exterior, open courts and covered courts at the discretion of the City.
- s) The City will provide a dumpster for trash services.
- t) The City will provide one telephone line for the Contractor to conduct business.
The Contractor may add telephone or computer lines at its sole expense.

8. **TERMINATION**

The City, besides all other rights or remedies it may have, shall have the right to terminate this agreement upon sixty (60) days' written notice from the City Manager or his designee, of its election to do so, or if the successful bidder fails to perform the services or breaches this agreement, including the following:

- 8.1 By failing to pay insurance premiums, liens, claims or other charges.
- 8.2 By failing to pay any payments due the City, State, or Federal Government from the successful bidder or its principals, including, but not limited to, payments identified in this Agreement or any taxes, fees, assessments, or liens.
- 8.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- 8.4 By violation of any provision or non-performance of the Agreement.

9. **CRITERIA EVALUATION SCORING INFORMATION**

9.1 **BACKGROUND AND EXPERIENCE**

Contractor has provided responses to all items in the background and experience section:

- a) Years of experience in similar and relevant businesses.
- b) Proven track record of effective and resourceful management.
- c) Demonstrates the ability to successfully operate a similar business.

9.2 **BUSINESS PLAN**

The contractor's business plan for the facility demonstrates an understanding of the City's objectives and requirements as identified:

- a) Price schedules and pricing policies which follow guidelines as set forth by the City of Beaumont.
- b) Employee qualifications, and staffing plans.
- c) Various tennis-related services and amenities.
- d) Merchandise, products, and services to be offered.

9.3 REVENUE SHARING PLAN

Does the contractor propose a revenue sharing plan? If so, what is the proposal?

9.4 EVIDENCE OF FINANCIAL CAPABILITIES

Contractor has demonstrated the financial means to operate and sustain the operation as proposed, including sufficient working capital and any start-up costs that may be incurred:

- a) demonstrates evidence to sustain the continuous financing of the operation;
- b) evidence of financial capability to fund the entirety of the daily operation.

9.5 CRITERIA EVALUATION

Description	Score
Background and Experience	35
Business Plan	25
Revenue Sharing Plan	25
Evidence of Financial Capabilities	15
TOTAL	100

10. ATTACHMENT A

City Ordinance 14-062, Section 14.04.013,
Beaumont Municipal Tennis Center - Fees and Charges.

11. ATTACHMENT B

Beaumont Municipal Tennis Center - Current Hours of Operation.

ATTACHMENT A

**City Ordinance 14-062, Section 14.04.013
Beaumont Municipal Tennis Center - Fees and Charges**

**MANAGEMENT, MAINTENANCE AND OPERATION
OF THE CITY OF BEAUMONT TENNIS CENTER**

Sec. 14.04.013 Beaumont Municipal Tennis Center fees and charges

(a) Fees (tax included).

	Resident	Nonresident
Monday–Friday (Open to 4:00 p.m.)	\$3.00 per player	\$4.00 per player
Monday–Friday (After 4:00 p.m.)	\$4.00 per player	\$5.00 per player
Saturday–Sunday (All day)	\$4.00 per player	\$5.00 per player
Junior (under 18)	\$2.00 per player	\$3.00 per player
Senior (65+)	\$2.00 per player	\$3.00 per player

* Rates are at 1.5 hours per court. Fee for covered courts are an additional \$2.00 per player (members included).

(b) Annual memberships.

	Resident	Nonresident
Junior/Senior	\$100.00	\$200.00
Adult	\$200.00	\$300.00
Family	\$350.00	\$550.00

(c) Special rates. The city manager may approve other rates for tournaments, specials, or other events.

(Ordinance 14-062, sec. 1, adopted 11/12/14)

ATTACHMENT B

Beaumont Municipal Tennis Center - Current Hours of Operation

MANAGEMENT, MAINTENANCE AND OPERATION OF THE CITY OF BEAUMONT TENNIS CENTER

Beaumont Municipal Tennis Center

Clubhouse & Full Facility Hours of Operation

Monday – Thursday 7:00 am – 12 noon ; 3:30 pm – 9:30 pm

Friday – Saturday 7:00 am – 6:00 pm

Sunday 12:00 pm – 6:00 pm

(Enter through Courts 1-8 gates. No access to Courts 9-24)

Monday – Thursday 12:00 pm – 3:30 pm

Friday – Sunday 6pm – 9pm

Short-term schedule may be adjusted for all tournaments, USTA league play, and other special events as needed.

WORK SESSION

#2

- * Review and discuss Low Income Housing Tax Credit applications related to proposed projects within the City of Beaumont or the City's Extraterritorial Jurisdiction (ETJ)



TO: Kyle Hayes, City Manager
FROM: Chris Boone, Planning & Community Development Director
MEETING DATE: February 5, 2016
RE: 2016 LIHTC Applications

Attached is a list of the proposed Low Income Housing Tax Credit (LIHTC) applications in our area for 2016. As you are aware, the Texas Department of Housing and Community Affairs (TDHCA) awards an annual allocation of funds for subsidized housing. The process is competitive and each application is graded on a variety of factors, defined by TDHCA. Two of these factors that offer developments an advantage include support by the local government in the form of a resolution as well as financial support for a project. The attached list provides the location of the project, the composition of units, whether planning approval is required and any requested support resolutions. Developers must submit final applications to TDHCA, along with any resolutions, by March 1, 2016. Funding decisions are usually made by TDHCA in July.

If you need any additional information or clarification, please do not hesitate to contact me.

Proposed 2016 LIHTC Tax Projects

Development Name	Location	Ward	Size & Type	Developer Name	Contact	Approval Required?	Requested Resolution	
							Support	\$
Crockett Lofts	336 Orleans (Nathan Bldg) Old Dowlen, adjacent to	3	20 Units-- Low Income (0 Market)	Crockett Housing Partners	Sarah Andre	SUP		
Old Dowlen Cottages	Cypress Place	1	90 Units--Senior Preference (0 Market)	Herman & Kittle	Teresa Bowyer	No	X	X
Westfield Senior Village	Major, Between Folsom & Delaware	2	90-Senior Limited (68 Low; 22 Market)	JES	Mark Feaster	SUP		
Northwest Crossing	105, east of Major	1	72-Senior Limited (64 Low; 8 Market)	Realtex	John Boyd	No	X	X
The Bristol	1155 N. 11th	1	120 Units (96 Low; 24 Market)	ITEX	Melissa Giacona	No	X	X
Lumberton Senior Village	Mitchell/Smith League Rd	N/A	76 Senior Preference (54 Low; 22 Market)	Brownstone	Stedman Grigsby	ETJ	X	X
Beaumont Senior Village	8200 Block of Phelan	2	76-Senior Limited (54 low; 22 Market)	Beaumont Senior Living (Brownstone)	Stedman Grigsby	APPLICATION PULLED		

Proposed 2016 LIHTC Tax Projects

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Beaumont Senior Village	8200 Block of Phelan	2	76-Senior Limited (54 low; 22 Market)	Beaumont Senior Living (Brownstone)	Stedman Grigsby	APPLICATION PULLED		

WORK SESSION

#3

- * Review and discuss the possible annexation of properties located along the west side of Major Drive between Dishman and Folsom