

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS APRIL 7, 2015 1:30 P.M.

CONSENT AGENDA

- * Approval of minutes – March 24, 2015
- * Confirmation of committee appointments

John P. Stafford would be appointed to the Police Department Community Advisory Committee. The term would commence April 7, 2015 and expire April 6, 2017. (Councilmember Gethrel Williams-Wright)

- A) Approve the award of a contract to Casco Industries, Inc., of Houston for the purchase of firefighter protective clothing
- B) Approve a five year contract with Gulf Coast BMW, Inc., of Houston for the lease of motorcycles for the Police Department
- C) Authorize the execution of a License to Encroach Agreement with Enterprise Logistic Services, LLC related to property located at 6375 Walden Road
- D) Authorize the execution of a License to Encroach Agreement with Gayle Kelley Russell related to property located at 4620 Glen Oaks Circle
- E) Authorize the City Manager to execute all documents necessary for a Rollover Agreement between the City of Beaumont and Acute Medical Services, LLC (dba- Jefferson County EMS)
- F) Authorize the acceptance of two ten foot wide Exclusive Water Line Easements for the construction of the new Ford Park Multi-Sports facility located at 5015 IH-10 South

RESOLUTION NO.

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

THAT the following appointment be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
John P. Stafford	Police Department Community Advisory Committee	04/07/15	04/06/17

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April,
2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

A

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution approving the award of a contract for the purchase of firefighter protective clothing from Casco Industries, Inc., of Houston in the estimated amount of \$54,500.

BACKGROUND

The Fire Department has tested several brands of fire protective clothing over the past year. They have determined that the line from Globe Manufacturing Co., offers ease of movement, excellent protection for fire fighters, and best value to the City. The clothing is made of fire retardant materials to provide protection from burns and exposure to hazardous chemicals during firefighting operations, and provides protection from blood-borne pathogens. The Fire Department will purchase of 25 sets of protective clothing this year at a cost of \$2,180 per set.

Casco Industries, Inc., of Houston is the exclusive and sole source vendor for Globe Manufacturing in Texas and surrounding states.

FUNDING SOURCE

General Fund - Fire Department.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Council hereby approves the award of a contract to Casco Industries, Inc., of Houston, Texas, the sole local source for Globe Manufacturing Co. equipment, for the purchase of an estimated quantity of 25 sets of fire protective clothing for firefighters at \$2,180 per set for an estimated total cost of \$54,500; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a Contract with Casco Industries, Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April,
2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution awarding a five (5) year contract to Gulf Coast BMW, Inc., of Houston for the lease of motorcycles for the Police Department.

BACKGROUND

The Beaumont Police Department would like to lease five (5) motorcycles for use in the traffic unit.

The lease is structured as a five (5) year agreement with the option to purchase the units at the end of the lease term for the sum of one-dollar (\$1.00) each. The monthly lease rate is \$490.20 per unit. Estimated annual service/maintenance costs are approximately \$1,200 per unit the first year and \$929 per year for subsequent years.

Bids were solicited from three (3) vendors. Two (2) responded with quotes outlined below. No local vendors responded to the bid.

Base Monthly Lease	Monthly Per Unit	Annual Per Unit	Total Annual 5 units	Model Bid
Gulf Coast BMW	\$490.20	\$5,882.40	\$29,412.00	BMW R1200RTP
Acme Auto Lease	\$570.00	\$6,840.00	\$34,200.00	Victory Freedom 106

BUDGETARY IMPACT

General Fund - Police Department.

RECOMMENDATION

Approval of resolution.



CITY OF BEAUMONT ~ PURCHASING DIVISION
 R. J. Hollar - Buyer II
 409-880-3758
 rhollar@ci.beaumont.tx.us

BID TABULATION: LEASE OF FIVE (5) SOLO ENFORCEMENT MOTORCYCLES
 BID No. BF0215-22
 OPENING DATE: Thursday, March 19, 2015

Description	Each Unit			Total Cost 5 Units	
	Per Month	Annual Cost	5 Yr Cost	Annual	5 Yr
Base Lease Rate ACME AUTO LEASE-VICTORY POLICE COMMANDER I	\$ 570.00	\$ 6,840.00	\$ 34,200.00	\$ 34,200.00	\$ 171,000.00
Base Lease Rate GULF COAST BMW R1200RT-P	\$ 490.20	\$ 5,882.40	\$ 29,412.00	\$ 29,412.00	\$ 147,060.00

Service & Maintenance Cost	ACME AUTO LEASE		GULF COAST BMW	
	Each Unit	5 Units	Each Unit	5 Units
YEAR 1				
Break In Service 1,000 Miles			\$ 271.03	\$ 1,355.15
6,000 Mile Service	Maintenance Cost Estimates		\$ 349.29	\$ 1,746.45
12,000 Mile Service	Not Provided by Vendor		\$ 580.33	\$ 2,901.65
Total 1st Year Maintenance			\$ 1,200.65	\$ 6,003.25
Total 1st Year Cost			\$ 7,083.05	\$ 35,415.25
YEAR 2				
18,000 Mile Service			\$ 349.29	\$ 1,746.45
24,000 Mile Service			\$ 580.33	\$ 2,901.65
Total 2nd Year Maintenance			\$ 929.62	\$ 4,648.10
Total 2nd Year Cost			\$ 6,812.02	\$ 34,060.10
Year 3				
30,000 Mile Service			\$ 349.29	\$ 1,746.45
36,000 Mile Service			\$ 580.33	\$ 2,901.65
Total 3rd Year Maintenance			\$ 929.62	\$ 4,648.10
Total 3rd Year Cost			\$ 6,812.02	\$ 34,060.10
YEAR 4				
42,000 Mile Service			\$ 349.29	\$ 1,746.45
48,000 Mile Service			\$ 580.33	\$ 2,901.65
Total 4th Year Maintenance			\$ 929.62	\$ 4,648.10
Total 4th Year Cost			\$ 6,812.02	\$ 34,060.10
YEAR 5				
54,000 Mile Service			\$ 349.29	\$ 1,746.45
60,000 Mile Service			\$ 580.33	\$ 2,901.65
Total 5th Year Maintenance			\$ 929.62	\$ 4,648.10
Total 5th Year Cost			\$ 6,812.02	\$ 23,240.50
TOTAL LEASE COST 5 YEARS			\$ 29,412.00	\$ 147,060.00
TOTAL MAINTENANCE 5 YEARS			\$ 4,919.13	\$ 24,595.65
TOTAL FIVE YEAR COST OF OPERATION			\$ 34,331.13	\$ 171,655.65
LEASE END RESIDUAL VALUE	\$	34,200.00	\$	1.00

NO RESPONSE: COWBOY HARLEY, COWBOY HONDA

- Acme Auto Lease Bid is rejected -
1. Does not meet the 125 mile distance requirement of paragraph 4.
 2. Incomplete bid submitted - no Maintenance Cost detail provided.
 3. Vendor stated base lease of \$570/month plus \$25/month for maintenance if required. Not realistic.

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 five (5) year Lease Agreement, with an option to purchase at the end of the lease term for the sum of \$1.00 each, with Gulf Coast BMW, Inc., of Houston, Texas, for the lease of five (5) Solo Enforcement motorcycle units for use by the Police Department at a monthly lease rate of \$490.20 per unit for an estimated annual amount of \$29,412. The Lease 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 7th day of April, 2015.

- Mayor Becky Ames -

**LEASE AGREEMENT
BETWEEN**

**The City of Beaumont, as Lessee,
and**

_____, as Lessor.

THIS LEASE AGREEMENT (the Lease), is by and between

_____ as Lessor (**Lessor**), a
corporation duly organized and existing under the laws of the State of Texas, whose address is
_____ and the **City of Beaumont**, a
political subdivision of the State of Texas, as Lessee (**the City**), whose address is P. O. Box 3827,
Beaumont, Texas 77704.

WITNESSETH:

WHEREAS, the City is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into a lease; and

WHEREAS, the City has determined that it is necessary for it to acquire under this Lease five (5) solo, certified, traffic law enforcement motorcycles; and

WHEREAS, Lessor is willing to acquire and lease such Property to the City pursuant to this Lease; the parties hereto recite and agree as follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

Section 1.1. Definitions.

The terms defined in this Section, shall for all purposes of this Lease, have the following meanings:

Business Day: Each day on which the City is open for business.

Contractor: Each manufacturer or vendor from whom the City has ordered or contracted for the manufacture, delivery, construction, and/or installation of the Property.

Fiscal Year: The twelve (12) month fiscal period of the City which commences on October 1 in every

year and ends on the following September 30.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Property, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City Council of the City to appropriate money for any Fiscal Year sufficient for the continued performance of this Lease by the City with respect to any Property Group, which may be evidenced by a budget ordinance or resolution which does not appropriate any moneys to pay the Rental Payments due under this Lease with respect to such Property Group for a designated Fiscal Year.

Payment Date: The date upon which any Rental Payment is due and payable as provided in **Exhibit "B"** as now or hereafter constituted.

Property: Individually or collectively as the context requires, the personal property designated by the City, which shall be described in the attached **Exhibit "A-1"** as now or hereafter constituted.

Property Group: The Property listed on any addendum of Lease **Exhibit "A-1,"** comprising a single purchase of a group of items, equipment, construction of building, or associated products.

Rental Payment: The payment due from the City to Lessor on each Payment Date as shown on **Exhibit "B."**

Service Agreement: The manufacturer's recommended service schedule as specified herein, as bid and as incorporated into the Lease as **Exhibit "C"**.

Specifications: The bid specifications and contract documents which the City has executed.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in **Section 4.1.**

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit "A": Attached addendum comprising of a schedule describing each Property Group being leased by the City pursuant to this Lease, including serial numbers thereof which shall be inserted when available, each schedule comprising a number of pages numbered consecutively, each addendum containing the description of all Property comprising a Property Group.

Exhibit "B": A schedule to be completed by Lessor as provided herein and furnished to the City, comprising pages to be consecutively numbered, and each page to contain the amount of each Rental Payment coming due during the Lease Term with respect to the Property Group listed on the corresponding addendum of **Exhibit "A-1."**

Exhibit "C": A schedule to be completed by Lessor as provided herein and furnished to the City comprising pages to be consecutively, and each page to contain the manufacturer's recommended service schedule and the amount due for each as bid and awarded in this lease.

**ARTICLE II
REPRESENTATION, COVENANTS, AND WARRANTIES**

Section 2.1. Representations, Covenants, and Warranties of the City.

The City represents, covenants, and warrants as follows:

- (a) The City is a municipal corporation and political subdivision of Texas, duly organized and existing under the Constitution and laws of the State.
- (b) The City is authorized under the Constitution and laws of Texas to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The City Manager has been duly authorized to execute and deliver this Lease by the official action

of the City's governing body, the City Council.

(d) In authorizing and executing this Lease, the City has complied and/or will comply with all public bidding laws applicable to this Lease and the acquisition of the Project by the City.

(e) The City will not pledge, mortgage, or assign this Lease, or its duties and obligations hereunder to any other person, firm, or corporation except as provided under the terms of this Lease.

(f) The City will use the Property during the Lease Term only to perform essential governmental functions.

Section 2.2. Representations, Covenants and Warranties of Lessor.

Lessor represents, covenants, and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the State of Texas, or is duly qualified and in good standing as a foreign corporation authorized to transact business in the State of Texas; has power to enter into this Lease, is possessed of full power to own and hold personal property, and to lease the same; engages in the leasing of personal property such as the Property in the ordinary course of business; and has duly authorized the execution and delivery of this Lease and all addenda thereto.

(b) Neither the execution or delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in the breach of the terms, conditions, or provisions of any restriction, agreement, or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon any part of the Property except permitted encumbrances.

**ARTICLE III
LEASE OF PROPERTY**

Section 3.1. Lease.

Lessor hereby leases all Property made subject to this Lease to the City, and the City hereby leases such Property from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment.

Lessor hereby covenants to provide the City during the Term of this Lease with the quiet use and enjoyment of the Property, and the City shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Section 3.3. Lessor's Access to Property.

The City agrees that Lessor shall have the right at all reasonable times to examine and inspect the Property. The City further agrees that Lessor shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

**ARTICLE IV
TERM OF LEASE**

Section 4.1. Lease Term.

This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.5.**

Section 4.2. Termination by the City.

In the sole event of Non-appropriation relating to any particular Property Group or specific item within a Property Group, the City shall have the right to terminate this Lease with respect to such Property Group or specific item, at the end of any Fiscal Year of the City. The City may effect such termination by giving Lessor a written notice of termination with respect to such Property Group and by paying to Lessor any Rental Payments and other amounts with respect to such Property Group which are due and have not been

paid at or before the end of its then current Fiscal Year. The City shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease, the City shall deliver possession of such Property Group to Lessor in accordance with **Section 11.3**, and shall convey to Lessor or release its interest in such Property Group within ten (10) days after termination of this Lease with respect to such Property Group.

Section 4.3. Intent to Continue Lease Term: Appropriations.

The City presently intends to continue this Lease for its entire Term with respect to all Property Groups made subject hereto and to pay all Rental Payments relating thereto specified in **Exhibit "B."**

Section 4.4. Effect of Termination.

Upon termination of this Lease with respect to any Property Group, the City shall not be responsible for the payment of any additional Rental Payments coming due, but if the City has not delivered possession and conveyed to Lessor or released its interest in the Property Group within ten (10) days after the date of termination, the termination shall nevertheless be effective, but the City shall be responsible for the payment of the Rental Payments thereafter coming due under the page of **Exhibit "B"** attributable to the number of days after such ten (10) day period during which the City fails to take such action.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by the City with respect to all Property Groups in accordance with **Section 4.2**;
- (b) a default by the City with respect to all Property Groups and Lessor's election to terminate this Lease with respect to all Property Groups;
- (c) the payment by the City of all Rental Payments and all other amounts authorized or required to be paid by the City hereunder with respect to all Property Groups.

ARTICLE V
RENTAL PAYMENTS

Section 5.1. Rental Payments.

The City agrees to pay Rental Payments during the Term of this Lease, in the amounts specified in **Exhibit "B."** All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person(s) or entity to which Lessor has assigned such Rental Payments as specified in **Article XI**, at such place as such assignee may designate by written notice to the City. The City shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America.

All payments by the City shall be made in accordance with the requirements of Texas Government Code §2251.021. First rental payment shall be due thirty (30) days from the latter of the invoice date or the date of inspection and acceptance of the property by the City. Consecutive dates shall be due on that same day each month for the duration of the lease. Due dates which fall on weekends, holidays or other days on which the City is closed for business shall be due on the next regular business day.

Section 5.2. Current Expense.

The obligations of the City under this Lease, including its obligation to pay the Rental Payments due with respect to the Property, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of the City for such Fiscal Year and shall not constitute an indebtedness of the City within the meaning of the constitution and laws of Texas. Nothing herein shall constitute a pledge by the City of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of the City in the annual budget of the City and the proceeds or Net Proceeds of the Property, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Conditions of Payment.

The obligation of the city to make Rental Payment or any other payment required hereunder is conditioned on no dispute between the City and Lessor. The City may assert any right of set-off or counterclaim against its obligation to make such Rental Payments required under this Lease.

ARTICLE VI
INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance.

The City is self-insured as to all liability.

Section 6.2. Workers' Compensation Insurance.

If required by State law, and unless self-insurance is provided by the City, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, the City shall carry worker's compensation insurance covering all employees on, in, near, or about each Property, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the period when the City is required to make Rental Payments with respect thereto.

Section 6.3. City's Negligence.

Except as prohibited by law, the City assumes all risks and liabilities for loss or damage to any Property.

Section 6.4. Casualty Loss and Insurance.

If any loss, theft, damage or destruction occurs to any Property in whole or in part from any reason whatsoever ("Casualty Loss"), the City shall immediately notify Lessor of the same and the City shall, unless otherwise directed by Lessor, immediately repair same. If Lessor reasonably determines that any item of Property has suffered a Casualty Loss beyond repair ("Lost Equipment"), then the City shall pay lessor an amount equal to the value of the equipment at the time of loss less salvage value.

ARTICLE VII
OTHER OBLIGATIONS OF THE CITY

Section 7.1. Use Permits.

The City shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Property. The City shall comply with all state and federal laws applicable to the installation, use, possession, and operation of the Property, and if compliance with any such state and federal law requires changes or additions to be made to the property, such changes or additions shall be made by the City at its expense.

Section 7.2. Maintenance of Property by the City.

The City shall maintain, preserve, and keep the Property in good repair, working order and condition, and shall make all repairs and replacements necessary to keep the Property in such condition.

Section 7.3. Taxes. Other Governmental Charges and Utility Charges.

The City is tax exempt. The City shall not be required to pay any federal, state , or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns.

ARTICLE VIII

TITLE

Section 8.1. Title.

The City shall have legal title to the Property and any and all repairs, replacements, substitutions, and modifications to it shall be by the City.

Section 8.2. Installation of the City's Property.

The City may at any time in its sole discretion and at its own expense, install other items of equipment in or upon the Property, which items shall be identified by tags or other symbols affixed thereto as property of the City. All such items so identified shall remain the sole property of the City, in which Lessor shall have no interest, and may be modified or removed by the City provided that the City shall repair and restore any damage to the Property resulting from the installation, modification, or removal of any such items.

Section 8.3. Modification of Property.

The City shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any of the parts of the Property. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such work shall not in any way damage the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law or those contemplated by this Lease; and the Property, upon completion of any such work shall be of a value which is not less than the value of the Property immediately prior to the commencement of

such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City.

Section 8.4. Personal Property.

The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building.

**ARTICLE IX
OPTION TO PURCHASE**

Section 9.1. Option to Purchase.

The City shall have the option to purchase Lessor's interest in the Property or Property Group at the end of the sixty (60) month term of the lease for the sum of one dollar (\$1.00) per motorcycle.

**ARTICLE X
ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING**

Section 10.1. Assignment of Lessor.

All of Lessor's rights, title and/or interest in and to any Property Group or the Rental Payments relating thereto due hereunder, and the right to exercise all rights under this Lease relating to such Property Group may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of the City. No such assignment shall be effective as against the City unless and until the assignor shall have filed with the City a copy of written notice thereof identifying the assignee. The City shall pay all Rental Payments due hereunder relating to such Property Groups to or at the direction of Lessor or the assigned named in the most recent assignment or notice of assignment with respect to such Property Group filed with the City. During the Lease Term, the City shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title, and/or interest in and to any Property Group, the Rental Payments and other amounts due with respect thereto, and the rights granted under this Lease relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 10.2. Assignment or Subcontract of Service Portion of Lease.

The Lessor may not assign or subcontract the service agreement portion of the lease contract without the prior written consent of the City.

Section 10.3. Assignment and Subleasing by the City.

Neither this Lease nor the City's interest in the Property may be assigned by the City without the written consent of Lessor. However, the Property may be subleased by the City, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of the City to make Rental Payments hereunder, shall remain obligations of the City.
- (ii) The sublessee shall assume the obligations of the City hereunder to the extent of the interest subleased.
- (iii) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (iv) No sublease by the City shall cause the Property to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of Texas.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined.

The following shall be "events of default" under this Lease with respect to any Property Group and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to any Property Group, any one or more of the following events:

- (i) Failure by the City to pay a Rental Payment or other payment required to be paid under this Lease with respect to any Property Group at the time specified herein and the continuation of said failure for period of sixty (60) days after telephonic or telegraphic notice given by Lessor that the payment referred to

in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing.

(ii) Failure by the City to observe and perform any covenant, condition, or agreement on its part to be observed or performed with respect to any Property Group, other than as referred to in Clause (i) of this Section, for a period of sixty (60) days after written notice specifying such failure. Such notice to the City by the Lessor shall request that the default be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of the City to carry on its governmental function or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

(iv) Failure by the Lessor to observe and perform any covenant, condition, or agreement on its part to be observed or performed with respect to any Property Group, including the service agreement portion of the lease contract, for a period of thirty (30) days after written notice specifying such failure.

The provisions of this **Section 11.1** and **Section 11.2** are subject to the following limitation: if by reason of force majeure either party is unable in whole or in part to carry out its obligations under this Lease with respect to any Property Group, that party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts, or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods, explosions; breakage or accident to machinery, transmission pipes or canals; or any other causes or events not reasonably within the control of the party and not resulting from its negligence. Each

party agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the party from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of strikes, lockouts, and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the City unfavorable to the City.

Section 11.2. Remedies on Default.

Whenever any event of default referred to in **Section 11.1** hereof shall have happened and be continuing with respect to any Property Groups, the other party shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) Other party may terminate this Lease with respect to such Property Group and the City shall return the property to Lessor.

Section 11.3. Return of Property.

Upon the expiration or termination by the City of this Lease with respect to any Property Group prior to the payment of all Rental Payments in accordance with **Exhibit "B"**, if the City decides not to exercise its option to purchase, the City shall allow lessor to remove the property or property group from lessee's property at lessor's cost and expense, provided, however, that such property shall be retrievable from a central location.

Section 11.4. No Remedy Exclusive.

No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

ARTICLE XII
ADMINISTRATIVE PROVISIONS

Section 11.1. Notices.

All notices, certificates, legal opinions, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified in this Lease; provided that Lessor and the City, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions, or other communications will be sent. Unless otherwise changed by the City, all notices required under this Lease and directed to the City shall be mailed to the following address:

LESSEE:

LESSOR:

CITY OF BEAUMONT
Accounts Payable
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704-3827

Section 11.2. Severability.

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.3. Amendments, Changes, and Modifications.

This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and the City.

Section 11.4. Captions.

The captions or headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, Articles, Sections, or Clauses of this Lease.

Section 11.5. Further Assurances and Corrective Instruments.

Lessor and the City agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease. The Purchasing Agent, or the designee thereof, is hereby authorized by the City Manager to execute such addenda as

attached hereto as Exhibits for each Property Group and such other instruments, including, but not limited to, UCC statements, Bill of Sales, etc. that are necessary to carry out the responsibilities, duties, and obligations required of the City in accordance with the terms and conditions of this Lease.

SECTION 11.6. Entire Agreement.

This Lease and all addenda and exhibits, as may hereafter be executed, with the addition of the bid documents and purchase order, constitute the entire agreement between the parties and shall supersede all previous negotiations, commitments and contracts.

Section 11.7. Execution in Counterparts.

This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Applicable Law.

This Lease shall be governed by and construed in accordance with the laws of Texas. Venue of any legal action brought under this agreement will be solely in Jefferson County, Texas.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the City has caused this Lease to be executed in its name by its duly authorized City Manager.

LESSOR:

LESSEE:

Name of Lessor's Company

City of Beaumont

Name of Lessee's Company

Signature

Signature

Typed Name and Title of Signee

Kyle Hayes, City Manager

Typed Name and Title of Signee

ATTEST:

APPROVED THIS THE _____ DAY OF _____, 2015.

EXHIBIT "A-1"
PROPERTY DESCRIPTION

The following Property comprises a Property Group which is the subject to the terms and conditions of the Lease Agreement entered into by and between the City of Beaumont and _____
_____ (Lessor) dated the _____ day of _____, 2015.

Quantity	Description	Vehicle Identification Numbers (VIN)
5	Solo Enforcement Police Motorcycles	

All Property made subject of this Agreement is owned by and under the sole and exclusive use of the City of Beaumont, a political subdivision of the State of Texas, and is used as part of the City's governmental services in furtherance of its public purpose. The City asserts all exemptions provided for political subdivisions of the State of Texas as authorized under the Constitution and laws of the State of Texas against the assessment, levy, or charges for ad valorem taxation, personal property taxation, or any other charges.

LESSOR:

LESSEE:

Name of Lessor's Company

City of Beaumont

Name of Lessee's Company

Signature

Signature

Typed Name and Title of Signee

Kyle Hayes, City Manager

Typed Name and Title of Signee

APPROVED THIS THE _____ DAY OF _____, 2015.

EXHIBIT "B"
SCHEDULE OF RENTAL PAYMENTS RELATING TO PROPERTY

The following schedule of Lease Payments constitutes the applicable payments for the Property Group described on **Exhibit "A"** attached to the Lease Agreement entered by and between the City of Beaumont and _____ (Lessor) dated the _____ day of _____, 2015.

SCHEDULE OF PAYMENTS:

Sixty (60) Monthly Payments at: \$ _____

First rental payment shall be due thirty (30) days from the latter of the invoice date or the date of inspection and acceptance of the property by the City. Consecutive dates shall be due on that same day each month for the duration of the lease. Due dates which fall on weekends, holidays or other days on which the City is closed for business shall be due on the next regular business day.

LESSOR:

Name of Lessor's Company

Signature

Typed Name and Title of Signee

LESSEE:

City of Beaumont

Name of Lessee's Company

Signature

Kyle Hayes, City Manager

Typed Name and Title of Signee

APPROVED THIS THE _____ DAY OF _____, 2015.

EXHIBIT "C"
SERVICE SCHEDULE AND MAINTENANCE COST

Service and Maintenance Costs: \$ _____ per motorcycle at _____ miles.
 \$ _____ per motorcycle at _____ miles.

1. Maintenance shall be provided by a factory authorized dealer according to manufacturer's recommended schedule as provided with bid to maintain warranty and also to maintain equivalent service throughout the duration of the lease term. Lessors outside of a fifty (50) mile radius shall be responsible for equipment transportation to and from their site for all maintenance and service work.
2. Most service and repairs should be accomplished within three (3) working days and the maximum down time for any motorcycle under any circumstances shall be no more than thirty (30) days. Repeated instances of excessive down time shall be considered a default of contract on the part of the Lessor. If any individual motorcycle exceeds ninety (90) days of downtime within twelve (12) months, such shall be considered a default of contract and the City shall have the right to terminate the lease for that unit.
3. No additional transportation, fees or surcharges relating to any part of the lease contract are allowed under the terms of this lease.
4. Service may be provided locally by a qualified service provider for minor maintenance and/or repairs not included in scheduled maintenance by the contractor.
5. **In order to provide timely service, Bidder must have a business location with full service capability within 120 miles of the City of Beaumont to be considered for award.**
6. Lessor shall provide, in addition to the manufacturer's standard warranty, an additional extended thirty-six (36) month, 60,000 mile warranty of identical coverage that shall remain in effect for the duration of the lease contract following expiration of manufacturer's warranty.

LESSOR:

LESSEE:

Name of Lessor's Company

City of Beaumont

Name of Lessee's Company

Signature

Signature

Typed Name and Title of Signee

Kyle Hayes, City Manager

Typed Name and Title of Signee

APPROVED THIS THE _____ DAY OF _____, 2015 .

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution authorizing the execution of a License to Encroach Agreement with Enterprise Logistic Services, LLC.

BACKGROUND

The ground water monitoring well will be installed by Enterprise Logistic Services, LLC to delineate groundwater contamination. The license will cover one two inch (2") diameter well encroaching onto the City-owned property identified as being Fire Station No. 5 located at 6375 Walden Road, approximately 340 feet off of Walden Road.

The request from Enterprise Logistic Services was submitted to all City departments and utility companies with no objections.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

FUNDING SOURCE

There is a one time non-refundable fee of \$500 from Enterprise Logistic Services, for the License to Encroach.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Enterprise Logistic Services, LLC has requested that the City of Beaumont grant a License to Encroach into city-owned property at 6375 Walden Road, which is the location of Fire Station No. 5, which is described as being in the northeast two hundred by three hundred forty feet (fronting 200.0 feet on Walden Road and extending back in depth 340.0 feet) of Lot 16, Block 3, C.E. Smith Subdivision, to the City of Beaumont. The encroachment being a proposed two inch (2") diameter ground water monitoring well overlapping onto city-owned property described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

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 a License to Encroach with Enterprise Logistic Services, LLC to encroach into city-owned property located at 6375 Walden Road, which is the location of Fire Station No. 5, which is described as being in the northeast two hundred by three hundred forty feet (fronting 200.0 feet on Walden Road and extending back in depth 340.0 feet) of Lot 16, Block 3, C.E. Smith Subdivision, to the City of Beaumont. The encroachment being a proposed two inch (2") diameter ground water monitoring well overlapping into city-owned property, as

described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes for a one-time fee of Five Hundred Dollars (\$500.00) for the License to Encroach.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.

- Mayor Becky Ames -

LICENSE TO ENCROACH

STATE OF TEXAS X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" or "City" and Enterprise Logistics Services LLC, a Texas Limited Liability Company, herein called "Licensee," contracted and agreed as set forth herein.

Licensee desires a license from Licensor to use that real property (the subject of this license agreement) described as follows:

Monitoring Well – encroaching on the City’s property located at the address locally know as 6375 Walden Road, Beaumont, Texas, which is the location of Fire Station #5, and more particularly described as: The northeast two hundred feet by three hundred forty feet (fronting 200.0 feet on Walden Road and extending back in depth 340.0 feet) of Lot 16, Block 3 of the C. E. Smith’s Subdivision to the City of Beaumont, Jefferson County, Texas, as shown on the map or plat of record in Volume 1, Page 86 of the Map Records of Jefferson County, Texas. (Hereinafter referred to as the “Subject Property.”) Said encroachment is shown on Exhibit “A”, attached.

NOW, THEREFORE, Licensor hereby grants to Licensee a license to occupy and use the Subject Property for the purpose of installing a groundwater monitoring well, subject to all of the terms and conditions hereof. Licensee shall notify 811 forty-eight (48) hours prior to any excavation at site of encroachment. Licensee shall notify the Water Utilities Project Manager at (409) 785-3017 for utility locates forty-eight (48) hours prior to any excavation. Licensee shall maintain a minimum of ten (10) foot separation between the water mains and the monitoring wells (OD to OD). Licensee shall maintain the said monitoring wells in a good and safe condition as may be required to protect the public from injury or property damage. Licensee shall upon completion of remediation activities, properly close said groundwater monitoring well, with plans subject to approval of the City of Beaumont Water Utilities Department. After three (3) years from the date of this agreement, Licensee shall notify Licensor of their intent to continue using the monitoring wells. Such notice would be sent to the Director of Public Works, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704.

Subject Property may continue to be occupied and used by Licensee solely in connection with the Monitoring Well and for incidental purposes related thereto during the term of this license or until termination thereof. Said license shall terminate upon removal or demolition of said encroachment.

The parties understand and agree that the City will continue to use the Subject Property for the purpose for which the City owns the property. If requested by the City, Licensee, at no cost to the City, will adjust, modify or alter its use of the Subject Property in order that the City's use of the property will not be impeded. The City's determination that Licensee needs to adjust its use of the Subject Property, as called for in this paragraph, shall be made at the City's sole discretion.

Substantial improvements shall not be made upon any encroachment without first obtaining the written consent of Licensor and giving notice to Licensor in writing of how, when and to what extent such improvements are to be made. A copy of this license shall be attached to such notice.

Substantial improvement means any repair, construction, or improvement of a structure, the cost of which equals or exceeds twenty-five percent (25%) of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the Subject Property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of Licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from Licensee's encroachment on the Subject Property through the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the Subject Property or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community, as determined by the City, in its sole discretion. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition,

Licensor shall reimburse Licensee and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor. Licensee's obligations to indemnify and hold harmless the City and its franchisees shall survive the termination of this agreement.

This license is neither assignable nor transferable except in conjunction with, and as part of, Licensee's conveyance of all the abutting property this license serves, through probate or warranty deed or lease. In any such event, Licensor shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to Enterprise Logistics Services LLC at 1100 Louisiana Street, Houston, Texas 77002.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of the ____ day of _____, 2015.

LICENSOR:
CITY OF BEAUMONT

LICENSEE:
Enterprise Logistics Services LLC

By: _____
Kyle Hayes
City Manager

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the ____ day of _____, 2015, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS X

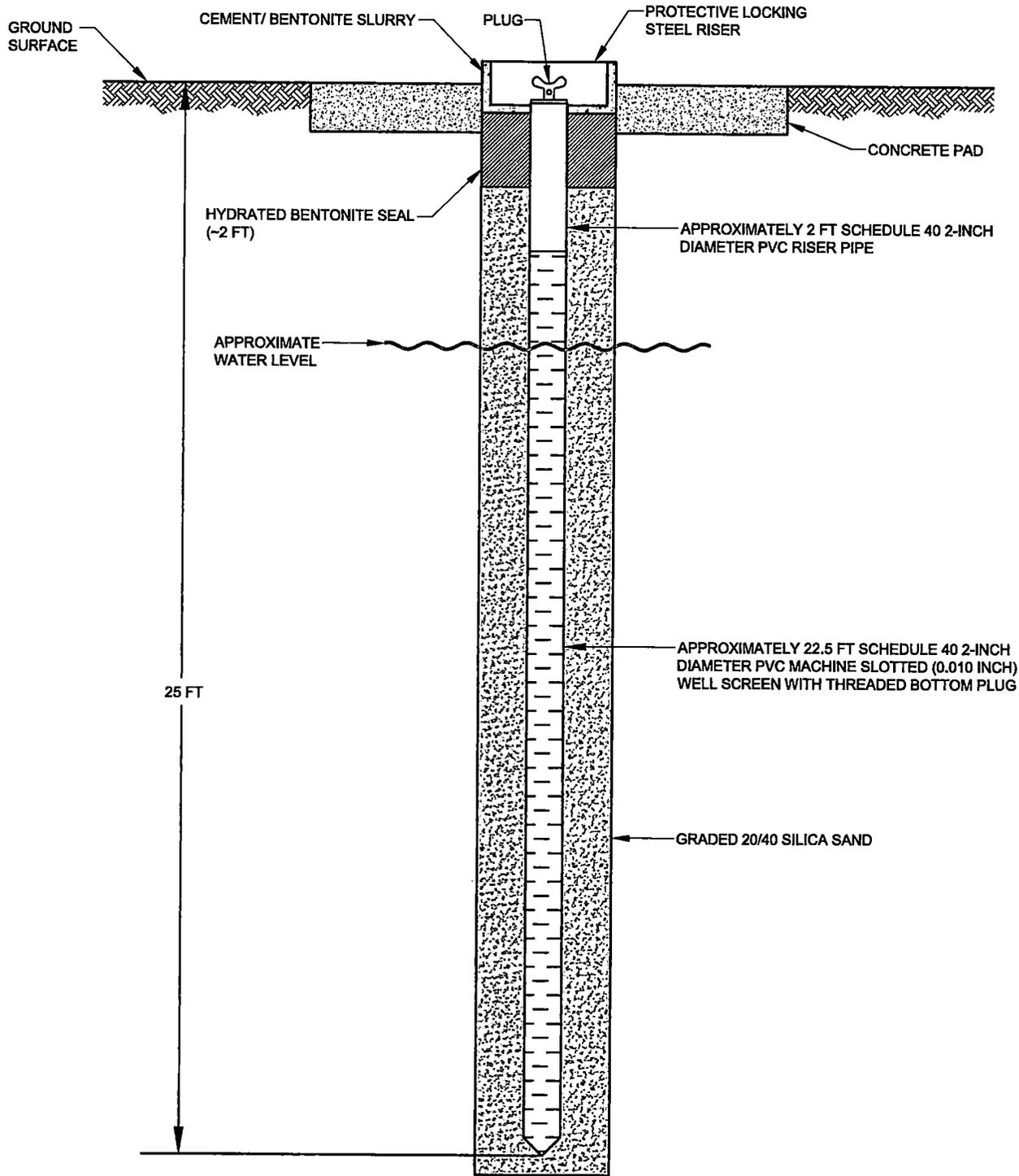
COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of Enterprise Logistics Services LLC.

Notary Public, State of Texas

RETURN TO:

City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, Texas 77704



Enterprise Logistical Services LLC
 Beaumont Terminal
 6355 Walden Road
 Beaumont, Texas
 47.694121N, -103.259223W

Project No. 7010213G020



Apex TITAN, Inc.
 7979 Broadway Street, Suite 100
 San Antonio, Texas
 Phone: (210) 804-9922
www.apexcos.com
 A Subsidiary of Apex Companies, LLC

**GROUNDWATER
 MONITOR WELL SCHEMATIC**

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution authorizing the execution of a License to Encroach Agreement with Gayle Kelley Russell.

BACKGROUND

There are two (2) existing structures located at 4620 Glen Oaks Circle encroaching onto a twenty foot (20') utility easement in Lot 6 of Glen Oaks Addition. The structure encroaches 9.41' to 16.07'.

The request from Gayle Kelley Russell, the owner of the structures, was submitted to all city departments and utility companies. The City Utilities Department and AT&T approved the license to encroach with the following conditions:

The City of Beaumont will not be responsible for any damage to the structures if the sanitary sewer line should ever develop a cavity or due to any repairs to the City main by City crews. The City of Beaumont shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

AT&T will not be responsible for any damages to the structures if repairs are made to the buried cable line. The owner cannot place a slab or permanent structure over the buried cable line.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

FUNDING SOURCE

There is a one time non-refundable fee of \$500 from Gayle Kelley Russell for the License to Encroach.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Gayle Kelley Russell has requested that the City of Beaumont grant a License to Encroach into a twenty foot (20') utility easement located at 4620 Glen Oaks Circle, which is described as being in Lot 6, Glen Oaks Addition, to the City of Beaumont. The encroachment being two (2) existing structures overlapping 9.41' to 16.07' into a twenty foot (20') utility easement described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time; subject to the following conditions:

- The City of Beaumont will not be responsible for any damage to the structures if the sanitary sewer line should ever develop a cavity or due to any repairs to the city main by City crews.
- The City of Beaumont shall not be responsible for the repair and replacement of any paving or other structures within the easement property;

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 a License to Encroach, subject to the above referenced conditions, with Gayle Kelley Russell to encroach into a twenty foot (20') utility easement located at 4620 Glen Oaks Circle, which is described as being in Lot 6, Glen Oaks Addition, to the City of Beaumont. The

encroachment being two (2) existing structures overlapping 9.41' to 16.07' into a twenty foot (20') utility easement, as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes for a one-time fee of Five Hundred Dollars (\$500.00) for the License to Encroach.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.

- Mayor Becky Ames -

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the right-of-way or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor will not be responsible for any damages to the structures if the sanitary sewer line or the storm sewer should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews. The Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This license is neither assignable nor transferable except in conjunction with, and as part of, Licensee's conveyance of all the abutting property this license serves, through probate or warranty deed or lease. In any such event, Licensor shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to Property Owner at 4620 Glen Oaks Circle, Beaumont, Texas 77708.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2015.

LICENSOR:
CITY OF BEAUMONT

LICENSEE:

By: _____
KYLE HAYES
CITY MANAGER

By: _____
GAYLE KELLEY RUSSELL

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the _____ day of _____, 2015, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the _____ day of _____, 2015, by Gayle Kelley Russell.

Notary Public, State of Texas

RETURN TO:

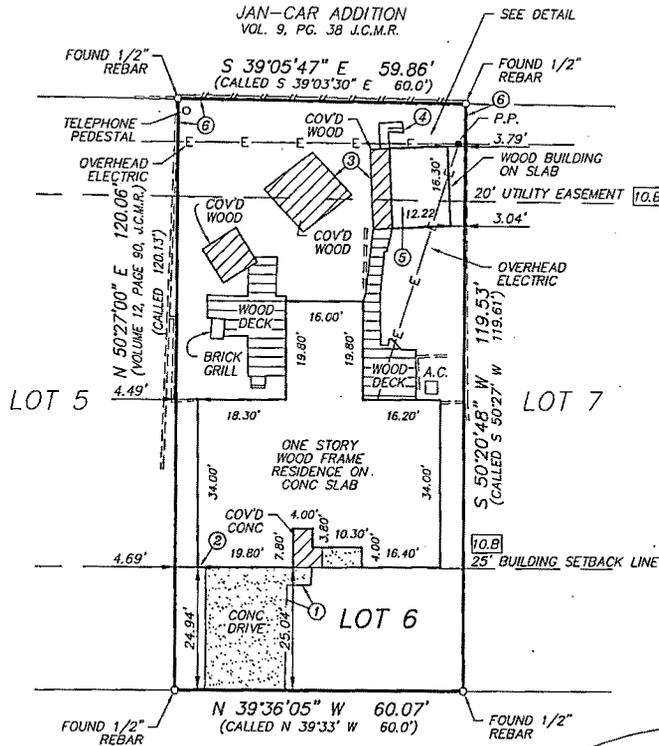
City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, Texas 77704

SURVEY LEGEND

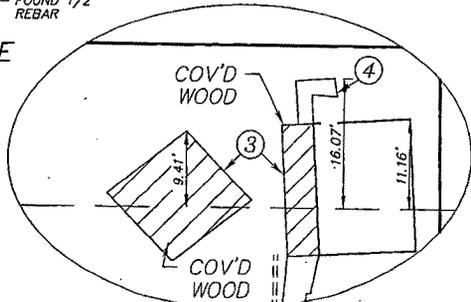
—E—E— ELECTRIC LINE	CONCRETE SURFACE	SWIMMING POOL	□ A.C. AIR CONDITIONING UNIT	=== WOOD FENCE
—PL—PL— PIPELINE	COVERED AREA	DITCH	° P.P. POWER POLE	—//— CHAIN LINK FENCE
—T—T— TELEPHONE LINE	ROCK OR GRAVEL	LAWN	⊗ STREETLIGHT	—X— BARBED WIRE FENCE

CLIENT: **MARTEL GILLIAM**

GF#: **1524538061-LM**



4620 GLEN OAKS CIRCLE
(50' R.O.W., PER PLAT)



THE FOLLOWING ITEMS ARE LISTED WITHIN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED ON FEBRUARY 20, 2015, AND ARE REFERENCED AS FOLLOWS:

ITEM 10.B) 25' BUILDING SETBACK LINE AND 20' UTILITY EASEMENT AS RECORDED IN VOLUME 12, PAGE 90 J.C.M.R.; IS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE:

TO THE LIEN HOLDERS AND THE OWNERS OF THE PREMISES SURVEYED AND TO STEWART TITLE INSURANCE COMPANY:

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that the property has access to and from a dedicated roadway as of MARCH 10, 2015.
The tract being located at 4620 GLEN OAKS CIRCLE, BEAUMONT, TEXAS 77708
The tract being described as LOT NO. SIX (6), OF GLEN OAKS ADDITION as recorded in VOLUME 12, PAGE 90, OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS. In accordance with Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency, the subject tract is located in Flood Zone noted below. The location of the property was determined by scale. Actual field elevation was not determined, unless requested. FAUST Engineering and Surveying, Inc. does not warrant or subscribe to the accuracy of said map.

© 2015 FAUST Engineering and Surveying, Inc.
All rights reserved

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

Richard F. Faust

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

Date: **MARCH 10, 2015**

Census Tract: **2**

FEMA Flood Zone: **X**

Community Panel NO.:
485457-0030 C

Panel Date: **8/6/02**

Field Book No.: **15-2**

Project No. **150070**

SURVEYOR'S NOTES:

1. CONCRETE WALK AND DRIVE OVERLAP 25' BUILDING SETBACK LINE
2. BUILDING OVERLAPS 25' BUILDING SETBACK LINE
3. COVERED WOOD OVERLAPS 20' UTILITY EASEMENT BY 8.41 FEET
4. WOOD DECK OVERLAPS 20' UTILITY EASEMENT BY 16.07 FEET
5. BUILDING OVERLAPS 20' UTILITY EASEMENT BY 11.16 FEET
6. FENCES OVERLAP 20' UTILITY EASEMENT

Faust

ENGINEERING AND SURVEYING, INC.

2525 CALDER STREET BEAUMONT, TEXAS 77702
FAX (409) 813-3484



BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for the Rollover Agreement between the City of Beaumont and Acute Medical Services, LLC (dba – Jefferson County EMS).

BACKGROUND

Beaumont EMS would like to enter into an agreement with Jefferson County EMS in the event that no City ambulance units are available or the patient is to be transported to a medical facility other than those facilities to which Beaumont EMS can transport, such as a facility outside the City limits or to non-acute care facilities. This agreement shall commence upon signing and may be cancelled by either party as described in the agreement.

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 execute an Agreement between the City of Beaumont and Acute Medical Services, LLC d/b/a Jefferson County EMS to provide supplemental response to the City of Beaumont Emergency Medical Services System in the event no City ambulance units are available or a patient is to be transported to a medical facility other than those facilities to which Beaumont EMS can transport. The 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 7th day of April,
2015.

- Mayor Becky Ames -

*City of Beaumont Public Health
Emergency Medical Services*

**Guidelines to Provide Supplemental Response to the
City of Beaumont Emergency Medical Services System**

Acute Medical Services, LLC (dba – Jefferson County EMS) agrees to respond, when requested by the City of Beaumont Emergency Medical Services (BEMS) communications center (“Fire Alarm”), to emergency calls in the following circumstances:

1. When no City ambulance units are available to respond, OR
2. When the patient is to be transported to a medical facility other than those facilities to which Beaumont EMS can transport (outside the City limits or non-acute care facilities, for example).

The City of Beaumont and *Jefferson County EMS* agree that the specific operational parameters of this agreement will be documented in a separate “Operational Procedures” document, and that document is attached as Exhibit “A” and included in this agreement by reference.

1. *Jefferson County EMS* will provide the City of Beaumont EMS a copy of their Protocols, signed by their Medical Director.
2. *Jefferson County EMS* will provide a copy of the patient care report (PCR) to the City of Beaumont EMS Clinical Supervisor, either by fax or direct delivery, within 24 hours of the time the call was cleared.

Jefferson County EMS agrees that, when responding to an emergency call at the request of the City of Beaumont EMS, *Jefferson County EMS* shall:

1. Only respond with a unit which is appropriately staffed, equipped, and authorized to provide (preferred) paramedic-level care, and have in their possession a City of Beaumont Ambulance Drivers Permit, issued by the City of Beaumont Emergency Medical Services (EMS) Division.
2. Notify Fire Alarm if the estimated response time of *Jefferson County EMS* unit will exceed 12 minutes.
3. Notify Fire Alarm by the Unit Driver or Dispatcher of *Jefferson County EMS* if at any time you are running emergency traffic inside the city limits of the City of Beaumont and the route you are taking.

Jefferson County EMS agrees that the unit and personnel responding to an emergency call at the request of the City of Beaumont EMS will:

1. Follow the direction and orders of Fire Alarm, AND
2. Communicate directly with Fire Alarm on Beaumont EMS primary or Beaumont Fire primary channels (at the direction of Fire Alarm):
 - a. Regarding the unit’s status AND
 - b. Location (as per the “Operational Procedures” document) AND,
3. Follow the direction and orders of the on-scene Incident Commander and Beaumont EMS personnel.

Rollover Rotation Agreement
Version 4 (September 2014)

*City of Beaumont Public Health
Emergency Medical Services*

Jefferson County EMS will charge the patient as per their normal procedures. There will be no exchange of monies between *Jefferson County EMS* and the City.

Jefferson County EMS agrees to allow, at the discretion of the ranking Beaumont EMS paramedic on the scene, a Beaumont EMS paramedic to assume or maintain control of patient care. At the discretion of the ranking Beaumont EMS paramedic, a Beaumont EMS paramedic may accompany the patient to the hospital in *Jefferson County EMS* ambulance unit. In this situation, the Beaumont EMS paramedic shall be operating under the authority and protocols of the Beaumont EMS medical director.

Jefferson County EMS' EMS personnel will assist the Beaumont EMS paramedic within the scope of their authorization under their medical director. *Jefferson County EMS* will charge the patient for their services as per usual procedure.

This agreement shall commence upon signing and be cancelled by either party as described below.

Either party may terminate this agreement with thirty (30) days advance written notice. Additionally, the City may unilaterally terminate the agreement with no advance notice should such termination be in the best interest of the public's safety and welfare.

CITY OF BEAUMONT

By: _____
Signature of Authorized Official

Date

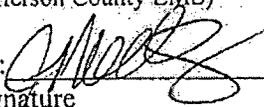
Kyle Hayes
City Manager
City of Beaumont
801 Main Street, Ste. 300

Beaumont, TX 77701

409-880-3716

khayes@ci.beaumont.tx.us

ACUTE MEDICAL SERVICES, LLC
(Jefferson County EMS)

By: 
Signature

4-1-15

Date

Jody Meads CEO

Printed Name and Title

P.O. Box 15010

Address

Humble, TX 77338

City, State, Zip

281 319-8800

Telephone Number

JMeads@HCEMS.com

E-mail Address for Official Correspondence

Rollover Rotation Agreement
Version 4 (September 2014)

OPERATIONAL PROCEDURES

- I. Dispatching Procedures for Utilization of Private Ambulances
 - A. "Rollover" Response – Emergency call, any priority, when no BEMS ambulance is available.
 1. Dispatch first responder if appropriate per protocol/procedure.
 2. Dispatch BEMS Shift Commander (501) if appropriate per protocol/procedure. Otherwise, simply notify the Shift Commander.
 - a. Shift Commander will respond at his/her discretion.
 - b. The Shift Commander will no longer respond to ALL rollover events, but IS to be notified.
 3. Dispatch next rotation private ambulance service. The dispatcher shall ask if a Paramedic unit is available. If so, dispatch that unit. If not, move to the next private company in rotation.
 - a. The private unit should communicate with Fire Alarm on EMS Channel #1. At the dispatcher's discretion, the private ambulance may be assigned to another channel (Fire Channel #1, for example). The private unit should notify Fire Alarm via radio of the following intervals:
 - (1) Responding to call. The private unit will state from what location they are responding.
 - (2) Arriving at scene.
 - (3) Transport priority and destination. The dispatcher should enter this information into the CAD notes.
 - (4) Arrival at destination (at this point, the unit can be "cleared" from the call).
 - (5) If the patient is not transported, the disposition of the patient (refusal, etc.) should be entered into the CAD notes by the dispatcher.
 4. If the first service contacted does not have a unit available:
 - a. Dispatch the EMS Shift Commander, if not already done so, AND
 - b. Contact the next-up rotation private company.

*City of Beaumont Public Health
Emergency Medical Services*

EXHIBIT "A" (cont')

5. Within 24 hours of the transport, the private unit will send, by fax or hand delivery, a copy of the transport run to the Clinical Supervisor of Beaumont EMS.
- B. "Referral" Responses – BEMS unit is requesting private ambulance to transport to alternative destination)
1. For "referral" calls, the private ambulance will respond non-emergency (Priority 3), unless expressly requested by the on-scene EMS personnel.
 2. Ascertain if the patient has a specific preference for a private ambulance. If so, dispatch that service.
 3. If the patient does not have a preference, dispatch the next rotation private ambulance service. The dispatcher shall ask if a paramedic unit is available. If so, dispatch that unit. If not, move to the next private company in rotation.
 4. The private unit will communicate with Fire Alarm via EMS Channel #1 and advise Fire Alarm of the following intervals:
 - a. Responding to call. The private unit will state from what location they are responding.
 - b. Arriving at scene.
 - c. Transport priority and destination. The dispatcher should enter this information into the CAD notes.
 - d. Arrival at destination (at this point, the unit can be "cleared" from the call).
 - e. If the patient is not transported; the disposition of the patient (refusal, etc.) should be entered into the CAD notes by the dispatcher.
 - f. Responding "emergency traffic" at any time in the city limits and their route.
 5. Within 24 hours of the transport, the private unit will send, by fax or hand delivery, a copy of the transport run to the Clinical Supervisor of Beaumont EMS
- C. "Posting" Responses – Private ambulance is being brought into BEMS system for coverage.

**Rollover Rotation Agreement
Version 4 (September 2014)**

*City of Beaumont Public Health
Emergency Medical Services*

EXHIBIT "A" (cont')

1. When the BEMS system is reduced to only one available ambulance unit ("level 1"), Fire Alarm shall contact a private ambulance service and request that they provide a paramedic-level ambulance for deployment into the BEMS system.
2. The private services will be contacted for this assignment based upon geographical need and "rotation." For example:
 - a. If the BEMS system's geographical deployment need is for a unit for the south district of the city, then Fire Alarm will contact a provider which is stationed in the south district.
 - b. This provider will be selected from among the other services stationed in that area based upon a rotation system.
3. The private service will only deploy paramedic-level ambulances for posting assignments.
4. Once placed on "post," the assigned private ambulance shall notify Fire Alarm via radio of their availability and location.
 - a. The private ambulance may post anywhere within the given geographical sector of the city.
 - b. The private ambulance shall continuously monitor the assigned radio channel for a response assignment from Fire Alarm until released from post by Fire Alarm.
5. If needed for a response assignment, the private ambulance will be dispatched directly by Fire Alarm via an alert tone.
 - a. The private ambulance will continue to communicate directly with Fire Alarm as specified in the procedures developed for "Rollover" responses.
6. Should the private service need the posted private ambulance for a "private call" or transfer, the private service or the private unit will notify Fire Alarm of their need to leave post. Unless Fire Alarm has an impending response assignment for that unit, the unit will be released from post for the "private call" or transfer.
7. Once dispatched to a response assignment, the private ambulance will adhere to all policies and procedures as implemented for other "Rollover" responses.
8. Private ambulance units, on a rotation basis among the companies operating within the sector of interest, will continue to be utilized to maintain the BEMS

**Rollover Rotation Agreement
Version 4 (September 2014)**

*City of Beaumont Public Health
Emergency Medical Services*

EXHIBIT "A" (cont')

system at "level-2" until two BEMS units become available. Once two BEMS units are available, the private ambulance(s) can be released from post.

D. Rotation

1. The rotation list will be updated annually or on as needed bases.
2. This list is subject to change at the discretion of the Public Health Director.
3. Private ambulance responses will be rotated among the listed agencies in turn.
4. If an agency is contacted but cannot respond, that agency will go to the bottom of the rotation.

II. Operational Procedures

- A. If a private ambulance encounters a medical emergency in the City, the private ambulance must notify the City dispatch center of said emergency as soon as practical. The private ambulance personnel shall render appropriate medical care to the patient(s).
- B. Private ambulances may not respond to medical emergencies in the City, except when specifically requested to do so by the City dispatch center. Should a private ambulance service receive a call requesting an ambulance response to a medical emergency, the private ambulance service must immediately notify the City dispatch center of the nature and location of the call.
- C. Requesting for assistance from the City of Beaumont EMS.
 1. The ranking city EMS paramedic or officer or, when applicable, the Incident Commander as authorized by the EMS Manager of the city, on the scene of a medical emergency in the city has the responsibility and authority over all aspects of the medical operations and medical care at the incident. This authority includes, but is not limited to, assigning patient care and transport responsibilities, and directing the transport destination of patients.
 2. City of Beaumont EMS ambulances may only transport patients to hospitals within the city limits, except when specifically authorized to transport elsewhere, by the Public Health Director or the City EMS Manager, or their designees.

**Rollover Rotation Agreement
Version 4 (September 2014)**

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of two (2) ten foot (10') wide Exclusive Water Line Easements.

BACKGROUND

Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont. One easement is described as being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51. The second easement is described as being a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51. The water line easements are for the construction of the new Ford Park Multi-Sports facility located at 5015 IH-10 South.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Jefferson County has agreed to convey two (2) ten foot (10') wide exclusive water line easements, said easements being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, to the City of Beaumont for the purpose of constructing a new Ford Park Multi-Sports facility located at 5015 IH-10 South; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT two (2) ten foot (10') exclusive water line easements conveyed by Jefferson County, being a 1,842 square foot tract out of the Samuel Stivers League, Abstract No. 51 and a 22.3 square foot tract out of the Samuel Stivers League, Abstract No. 51, as described and shown in Exhibit "A," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

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

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

It is expressly understood and agreed that the City of Beaumont shall have the right of ingress to and egress from the tracts of land hereinbefore described and use of the same for the purposes aforesaid, and giving said City the right and privilege to improve, maintain and operate the same as permitted by law.

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

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

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

EXECUTED this _____ day of _____, 2015.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By: _____

Printed Name: Jeff Branick

Title: County Judge

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared JEFF BRANICK as COUNTY JUDGE of JEFFERSON COUNTY, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2015.

Notary Public, State of Texas

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

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

Consulting Engineers and Land Surveyors
Donald R. King, P.E.
Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION
OF A 22.3 SQUARE FEET
WATERLINE EASEMENT
OUT OF THE
SAMUEL STIVERS LEAGUE, ABSTRACT 51,
JEFFERSON COUNTY, TEXAS
January 15, 2015**

Being a 22.3 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 22.3 acre being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

COMMENCE at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 03°31'59" West over and across the said 171.163 acre tract for a distance of 76.49 feet to the Point of Beginning of the herein described tract;

THENCE South 51°04'00" East along the northerly East line of the herein described tract for a distance of 2.23 feet to a point for the East corner;

THENCE South 38°56'00" West along the easterly South line of the herein described tract for a distance of 10.00 feet to a point for the South corner;

THENCE North 51°04'00" West along the most Southerly line of the herein described tract for a distance of 2.23 feet to a point for the West corner;

Fittz & Shipman, Inc.

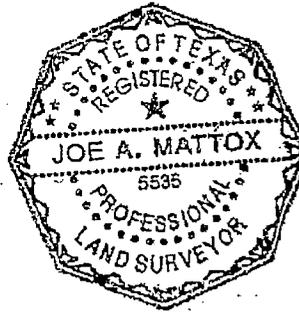
Page 1 of 2
Project No. 14097
Plat & Description

THENCE North 38°56'00" East along the northerly West line of the herein described tract for a distance or 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 22.30 square feet of land, more or less.

This description is based on a survey made by Fittz & Shipman, Inc. on December of 2014



Joe A. Mattox
Registered Professional Land Surveyor No. 5535

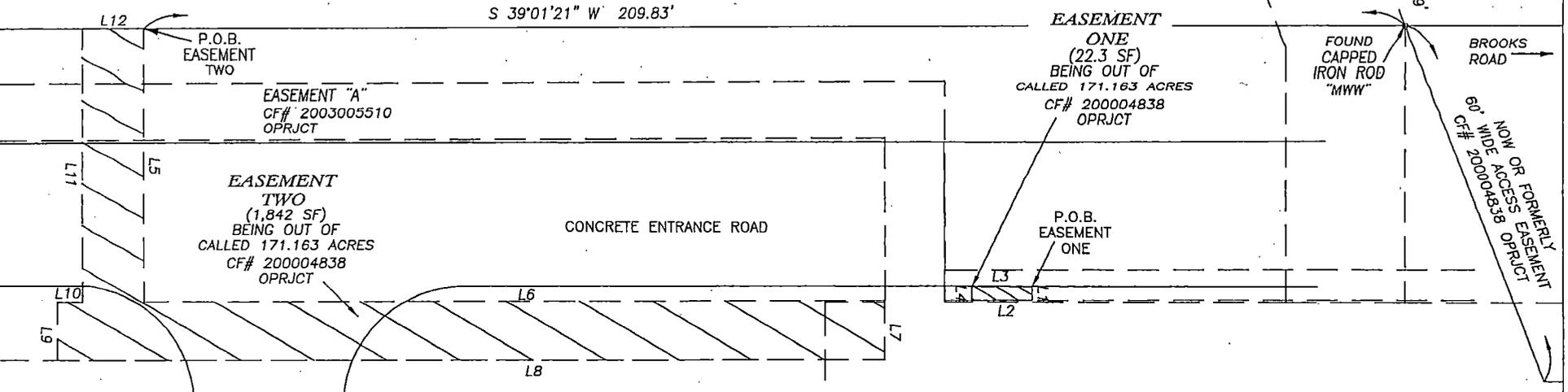
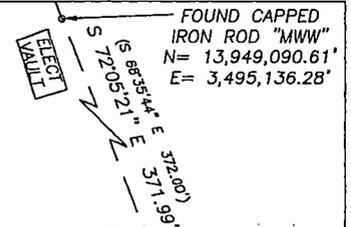


NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 02°21'50" AT N= 13,949,090.61' AND E= 3,495,136.28', CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.

2.415 Acres
BEING OUT OF
CALLED 171.163 ACRES
CF# 200004838
OPRJCT

EASEMENT "G"
CF# 2001043445
OPRJCT



Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
L2	S 38° 56' 00" W	10.00'
L3	N 38° 56' 00" E	10.00'
L4	S 51° 04' 00" E	2.23'
L5	S 50° 58' 39" E	46.87'
L6	N 38° 56' 00" E	122.99'
L7	S 51° 04' 00" E	10.00'
L8	S 38° 56' 00" W	137.16'
L9	N 51° 04' 00" W	10.00'
L10	N 38° 56' 00" E	4.17'
L11	N 50° 58' 39" W	46.88'
L12	N 39° 01' 21" E	10.00'

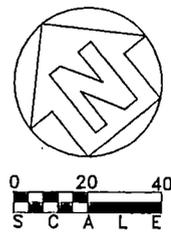
EASEMENT "F"
CF# 2003005510
OPRJCT

**PLAT FOR
TWO WATERLINE EASEMENTS
OUT OF THE
SAMUEL STIVERS LEAGUE
ABSTRACT NO. 51
Jefferson County, Texas**

I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joe A. Mattox
Joe A. Mattox
Registered Professional Land Surveyor No. 5535

REVISION	DATE



DATE: 12-17-2014
FIELD BOOK NO.: ---
JOB NO.: 14097

Fittz & Shipman
INC.
Consulting Engineers and Land Surveyors
1405 CORNERSTONE COURT BEAUMONT, TEXAS
(409)832-7238 FAX (409)832-7303



JAM/JW

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

Consulting Engineers and Land Surveyors
Donald R. King, P.E.
Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION
OF A 1,842.0 SQUARE FEET
WATERLINE EASEMENT
OUT OF THE
SAMUEL STIVERS LEAGUE, ABSTRACT 51,
JEFFERSON COUNTY, TEXAS
January 15, 2015**

Being a 1,842.0 Square Feet Waterline Easement located in the Samuel Stivers League, Abstract 51, Jefferson County, Texas and being out of and a part of a called 171.163 acre tract of land conveyed to Jefferson County, Texas of record in Clerks File No. 200004838 of the Official Public Records of Jefferson County, Texas, said 1,842.0 SF being more particularly described by metes and bounds as follows:

Note: All bearings and coordinates are hereby referenced to the NAD83, Texas State Plane Coordinate System, South Central Zone #4204, having a scale factor of 0.99993406 and a convergence mapping angle of 02°21'50" at N: 13,949,090.61' and E: 3,495,136.28', called bearings taken from record deed information and may not be based on state plane.

COMMENCE at a capped iron rod stamped with "MWW" found for an exterior "ell" corner of the said 171.163 acre tract, the North corner of 2.415 acre tract surveyed this day, having state plane coordinates of N: 13,949,090.61' and E: 3,495,136.28', being also an interior corner of a the remainder of a called 9.321 acre tract of land conveyed to Patrick Henry Phelan and Michael Arthur Phelan in an instrument recorded in Film Code No. 105-13-0764 of the said Real Property Records;
Property Records;

THENCE South 72°05'21" East along and with the North line of the said 2.415 acre tract, the North line of Easement "G" recorded in Clerk's File 2001043445, and the South line of said 9.321 acre tract for a distance of 371.99 feet to a capped iron rod stamped with "MWW" found at the North corner of said 2.415 acre tract;

THENCE South 39°01'21" West along and with the Southeast line of the said 2.415 acre tract for a distance of 209.83 feet to the Point of Beginning of the herein described tract;

THENCE South 50°58'39" East over and across a concrete entrance road and the most westerly East line of the herein described tract for a distance of 46.87 feet to a point for the Northeast corner;

THENCE North 38°56'00" East along the East line of the said road and the most easterly West line of the herein described tract for a distance of 122.99 feet to a point for the most northerly West corner;

THENCE South 51°04'00" East along the North line of the herein described tract for a distance of 10.00 feet to a point for the most northerly East corner;

THENCE South 38°56'00" West along the Southeast line of the herein described tract for a distance of 137.16 feet to a point for the South corner;

Fittz & Shipman, Inc.

Page 1 of 2
Project No. 14097
Plat & Description

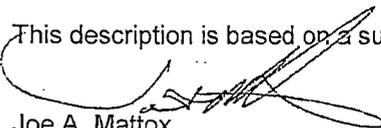
THENCE North 51°04'00" West along the most southerly line of the herein described tract for a distance of 10.00 feet to a point for the Southwest corner;

THENCE North 38°56'00" East along the most southerly East line of the herein described tract for a distance of 4.17 feet to a point for the Southwest corner;

THENCE North 50°58'39" West over and across said road and along the most easterly South line of the herein described tract for a distance of 46.88 feet to a point for the Southwest corner;

THENCE North 39°01'21" East along the most Westerly line of the herein described tract for a distance for 10.00 feet to the **POINT AND PLACE OF BEGINNING**, containing 1,842.00 square feet of land, more or less.

This description is based on a survey made by Fittz & Shipman, Inc. on December of 2014


Joe A. Mattox
Registered Professional Land Surveyor No. 5535



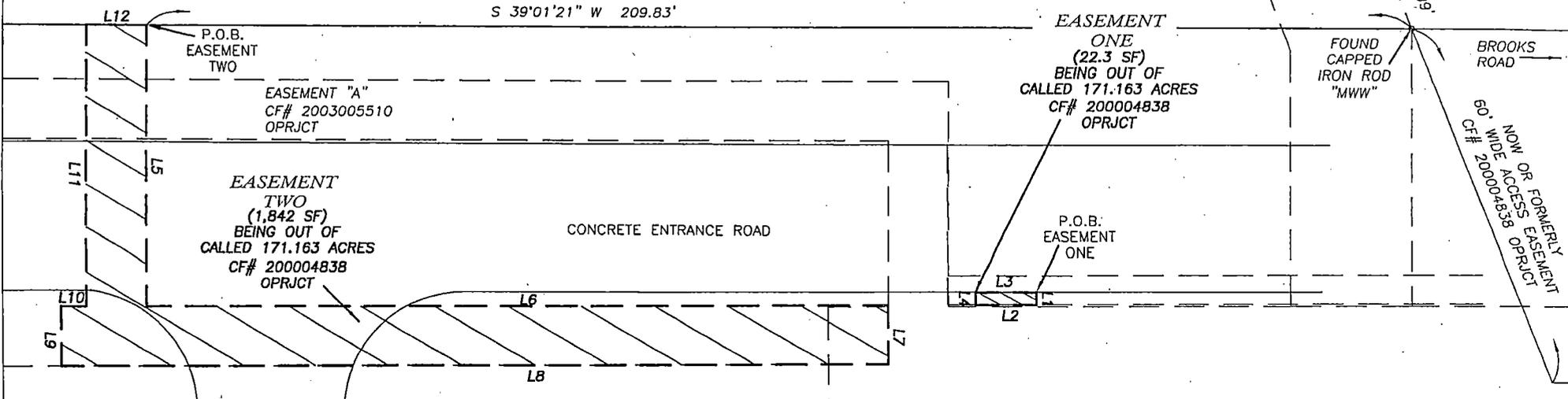
NOTES:

1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED OR SHOWN HEREON.
2. ALL BEARINGS AND COORDINATES ARE HEREBY REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #4204, HAVING A SCALE FACTOR OF 0.99993406 AND A CONVERGENCE MAPPING ANGLE OF 02'21"50" AT N= 13,949,090.61' AND E= 3,495,136.28', CALLED BEARINGS TAKEN FROM RECORD DEED INFORMATION AND ARE NOT BASED ON STATE PLANE.
3. FIELD NOTE DESCRIPTIONS OF EVEN DATE ACCOMPANY THIS PLAT.

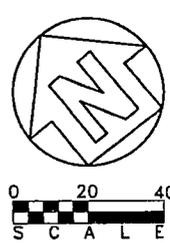
2.415 Acres
BEING OUT OF
CALLED 171.163 ACRES
CF# 200004838
OPRJCT

EASEMENT "G"
CF# 2001043445
OPRJCT

FOUND CAPPED
IRON ROD "MWW"
N= 13,949,090.61'
E= 3,495,136.28'



Line #	Direction	Length
L1	S 51° 04' 00" E	2.23'
L2	S 38° 58' 00" W	10.00'
L3	N 38° 58' 00" E	10.00'
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L5	S 50° 58' 39" E	48.87'
L6	N 38° 58' 00" E	122.99'
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L8	S 38° 58' 00" W	137.16'
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L10	N 38° 58' 00" E	4.17'
L11	N 50° 58' 39" W	48.88'
L12	N 39° 01' 21" E	10.00'



PLAT FOR
TWO WATERLINE EASEMENTS
OUT OF THE
SAMUEL STIVERS LEAGUE
ABSTRACT NO. 51
Jefferson County, Texas.

I, JOE A. MATTOX, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Joe A. Mattox
Registered Professional Land Surveyor No. 5535

DATE: 12-17-2014
FIELD BOOK NO.: ---
JOB NO.: 14097

REVISION	DATE

Fittz & Shipman
INC.

Consulting Engineers and Land Surveyors
1405 CORNERSTONE COURT BEAUMONT, TEXAS
(409)832-7238 FAX (409)832-7303



JAM/JW

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS APRIL 7, 2015 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 approving a change order to the contract with Johnson Controls, Inc. related to the Automated Metering Infrastructure (AMI) and Leak Detection project

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
Republic Services
Coastal Waste Disposal

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.

April 7, 2015

Consider approving a change order to the contract with Johnson Controls, Inc. related to the Automated Metering Infrastructure (AMI) and Leak Detection project

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: April 7, 2015

REQUESTED ACTION: Council consider a resolution approving a change order to the contract with Johnson Controls Inc. related to the Automated Metering Infrastructure (AMI) and Leak Detection project.

BACKGROUND

The City entered into a performance contract with Johnson Controls, Inc., on September 27, 2012 and issued a Notice to Proceed on February 21, 2013 for a project to install an Automated Metering Infrastructure (AMI) and Leak Detection system for reading water meters and identifying leaks in the system with an original contract of \$14,487,402. The project included replacing 29,644 5/8" water meters installed prior to 2006 and retrofitting the existing 5/8", 1", 1.5", 2" and select large meters with the appropriate register from the original water meter manufacturer compatible with the Itron AMI system, in addition to a permanent leak detection system. Council approved Change Order No. 1 on August 26, 2014, which increased the number of meters to be replaced by 1,806 and decreased the same number of retrofits to current meters for a cost of \$606,962.

This change order is a final reconciliation of the AMI and Leak Detection Project. First, the contract with Johnson Controls calls for all of the new AMI system components and meter replacements to fit properly inside of the City's existing meter boxes and vaults. Due to some of the City's existing meter boxes not being level or being too shallow upon installation of the meter and AMI equipment, work was required to dig up, replace, or re-plumb 8,049 existing boxes. This additional work amounted to \$226,516. Replacement of equipment damaged after installation amounts to \$39,238.67, for a total increase to the contract of \$265,754.67. There are reductions amounting to \$59,823.53 resulting from a final reconciliation of meter replacements and retrofits. As a result, there is a net increase to the project cost of \$205,931.14.

FUNDING SOURCE

Capital Program-Water Revenue Bonds.

RECOMMENDATION

Approval of resolution.

CHANGE ORDER

Performance Contract dated September 27, 2012 between Johnson Controls, Inc. and Customer	Change Order No. 2	Date (mo/day/yr) 3/13/2015
Customer CITY OF BEAUMONT		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
See Attached		
Total amount of this Change Order	\$	205,931.14
Total Performance Contract amount as revised by this Change Order.....	\$	15,300,295.14
The time for completion is: <input checked="" type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)	4/01/2015
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

RESOLUTION NO.

WHEREAS, on September 25, 2012, the City Council of the City of Beaumont, Texas passed Resolution No. 12-225 authorizing the City Manager to execute a Performance Contract with Johnson Controls, Inc., in the amount of \$14,487,402, for installation and implementation of an Automated Metering and Leak Detection Infrastructure for the Water Utilities Department; and,

WHEREAS, on August 26, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-181 authorizing Change Order No. 1, in the amount of \$606,962, for replacement of one thousand two hundred eighty-three (1,283) 1" water meters with a credit for register retrofit of one thousand two hundred eighty-three (1,283) 1" meters; replacement of one hundred thirty-four (134) 1.5" water meters with a credit for register retrofit of one hundred thirty-four (134) 1.5" meters; and, replacement of three hundred eighty-nine (389) 2" water meters with a credit for register retrofit of three hundred eighty-nine (389) 2" meters, thereby increasing the contract amount to \$15,094,364; and,

WHEREAS, Change Order No. 2, in the net amount of \$205,931.14, is required to dig up, replace, or re-plumb eight thousand forty-nine (8,049) existing meter boxes; replacement of equipment damaged after installation; and, final reconciliation of meter replacements and retrofits, thereby increasing the contract amount to \$15,300,295.14;

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. 2 for additional work described above, thereby increasing the contract amount by \$205,931.14 for a total contract amount of \$15,300,295.14 for the Automated Metering Infrastructure (AMI) Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of April, 2015.

- Mayor Becky Ames -