

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS AUGUST 18, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-2/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to accept the 54-Inch Interceptor Rehabilitation Phase II Project for maintenance, approve a change order to the contract with Allco, LLC, and authorize final payment
2. Consider a resolution authorizing the City Manager to accept the Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII Project for maintenance, approve a change order to the contract with Simco Enterprises, Ltd., and authorize final payment

WORK SESSION

- * Review and discuss water repair procedures and receive a status report

COMMENTS

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

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.

August 18, 2015

Consider a resolution authorizing the City Manager to accept the 54-Inch Interceptor Rehabilitation Phase II Project for maintenance, approve a change order to the contract with Allco, LLC, and authorize final payment

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Amalia Villarreal, P.E., City Utilities Engineer

MEETING DATE: August 18, 2015

REQUESTED ACTION: Council consider a resolution approving the City Manager to accept the 54-Inch Interceptor Rehabilitation Phase II Project for maintenance, approve a change order to the contract with Allco, LLC, and authorize final payment.

BACKGROUND

The City Council approved a contract with Allco, LLC, of Beaumont on June 12, 2012 in the amount of \$3,491,570.60. The contract was to rehabilitate the existing 54-inch diameter sanitary sewer interceptor that runs along Blanchette Street.

The proposed change order will decrease the contract amount by \$83,072.65 to adjust the estimated quantities to reflect the actual quantities used during the performance of the project. These adjustments are focused on those portions of the project where the designed slip lining rehabilitation had to be replaced by open trench removal and replacement of the existing line.

The project has been inspected by Water Utilities and found to be complete in accordance with the provisions and terms set out in the contract. A final payment will be made to the contractor in the amount of \$170,424.90.

Previous actions include:

Resolution 12-129 in the amount of \$3,491,570.60 was approved by City Council on June 12, 2012.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. One (1)

DATE: August 18, 2015

Page 1 of 1

PROJECT: City of Beaumont, Texas
Sanitary Sewer System Improvements
54-Inch Interceptor Rehabilitation Phase II Project

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

CONTRACTOR: Allico, Ltd.
6720 College Street
Beaumont, Texas 77707

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

Reason for Change: Final reconciliation change order to adjust for quantities resulting from approved field changes and actual construction.

ORIGINAL CONTRACT AMOUNT: \$ 3,491,570.60

THIS CHANGE ORDER

<u>Description:</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Net Change</u>
<u>ADD</u>			
Item 10 Station 57+65 Install FRP through MH	\$850.00 / L.S.	1.00	\$ 850.00
Item 51 Asphalt pavement replacement	\$30.00 / S.Y.	1,753.00	\$ 52,590.00
Item 53 Point repairs	\$19,012.00 / EA.	64.00	\$ 1,216,768.00
Item 61 Furnish & Install sanitary sewer cleanouts	\$330.00 / EA.	6.00	\$ 1,980.00
Service tie-ins directly to the new 48" fiberglass interceptor	\$4,653 / EA.	7.00	\$ 32,571.00
Manhole cone replacement, in lieu of manhole replacement	\$6,431 / EA.	7.00	\$ 45,017.00
<u>DELETE</u>			
Item 2 Furnish & Install FRP slip liner pipe to rehab existing 54-inch diameter sanitary sewer interceptor	\$227.07 / L.F.	(4,524.00)	\$ (1,027,264.68)
Item 3 Station 35+15 Tie to Phase I Liner Pipe	\$14,810.00 / L.S.	(1.00)	\$ (14,810.00)
Item 4 Station 35+31 Remove & Replace MH w/ Hanson MH	\$12,110.00 / L.S.	(1.00)	\$ (12,110.00)
Item 5 Station 40+03 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00)	\$ (8,965.00)
Item 6 At MH #525 Remove & Replace MH w/ fiberglass MH	\$3,805.00 / L.S.	(1.00)	\$ (3,805.00)
Item 8 Station 53+30 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00)	\$ (8,965.00)
Item 12 At MH #522 Remove & Replace MH w/ fiberglass MH	\$3,805.00 / L.S.	(1.00)	\$ (3,805.00)
Item 13 Station 70+90 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00)	\$ (8,965.00)
Item 14 Station 73+37 Remove & Replace MH w/ Hanson MH	\$12,110.00 / L.S.	(1.00)	\$ (12,110.00)
Item 15 Station 76+09 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00)	\$ (8,965.00)
Item 18 Ave H Remove & Replace MH w/ fiberglass MH	\$3,990.00 / EA.	(2.00)	\$ (7,980.00)
Item 19 Station 83+70 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00)	\$ (8,965.00)
Item 20 Station 84+60 Remove & Replace MH w/ Hanson MH	\$12,110.00 / L.S.	(1.00)	\$ (12,110.00)

Item 22	Station 89+65 Remove & Replace MH w/ Hanson MH	\$10,110.00 / L.S.	(1.00) \$	(10,110.00)
Item 24	Station 89+88 Remove & Replace MH w/ Hanson MH	\$10,110.00 / L.S.	(1.00) \$	(10,110.00)
Item 25	Station 90+45 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00) \$	(8,965.00)
Item 26	Station 92+15 Remove & Replace MH w/ Hanson MH	\$12,110.00 / L.S.	(1.00) \$	(12,110.00)
Item 27	Station 94+26 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00) \$	(8,965.00)
Item 28	Station 96+65 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00) \$	(8,965.00)
Item 30	Station 97+37 Remove & Replace MH w/ Hanson MH	\$12,110.00 / L.S.	(1.00) \$	(12,110.00)
Item 31	Station 97+68 Remove & Replace MH w/ Hanson MH	\$8,965.00 / L.S.	(1.00) \$	(8,965.00)
Item 35	Station 105+50 Remove & Replace MH w/fiberglass MH	\$4,365.00 / L.S.	(1.00) \$	(4,365.00)
Item 45	Abandon existing MH in place	\$1,100.00 / EA.	(6.00) \$	(6,600.00)
Item 48	Post-construction Clean & TV of 54-inch Interceptor	\$5.00 / L.F.	(3,816.00) \$	(19,080.00)
Item 49	Pre-construction Clean & TV of 4-inch thru 12-inch	\$5.00 / L.F.	(2,354.00) \$	(11,770.00)
Item 50	Post-construction Clean & TV of 6-inch thru 12-inch	\$5.00 / L.F.	(4,000.00) \$	(8,000.00)
Item 52	Concrete pavement replacement	\$90.00 / S.Y.	(100.00) \$	(9,000.00)
Item 54	Furnish & Install 6-inch HDPE sanitary sewer pipe	\$21.55 / L.F.	(947.00) \$	(20,407.85)
Item 55	Furnish & Install 8-inch HDPE sanitary sewer pipe	\$25.89 / L.F.	(183.00) \$	(4,737.87)
Item 56	Furnish & Install 10-inch HDPE sanitary sewer pipe	\$32.48 / L.F.	(1,700.00) \$	(55,216.00)
Item 57	Furnish & Install 12-inch HDPE sanitary sewer pipe	\$98.10 / L.F.	(536.00) \$	(52,581.60)
Item 58	Furnish & Install 24-inch HDPE sanitary sewer pipe	\$199.88 / L.F.	(70.00) \$	(13,991.60)
Item 59	Furnish & Install 28-inch HDPE sanitary sewer pipe	\$140.38 / L.F.	(10.00) \$	(1,403.80)
Item 62	Furnish & Install FRP slip liner pipe to rehab existing 48-inch diameter sanitary sewer interceptor	\$119.55 / L.F.	(55.00) \$	(6,575.25)

TOTAL AMOUNT OF THIS CHANGE ORDER: \$ (83,072.65)

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$ 3,408,497.95

CONDITION OF CHANGE:

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

Recommended by:

A. Villanueva

City of Beaumont
Interim Director Water Utilities

Date: 8-12-2015

Approved by:

City of Beaumont
Owner

Date: _____

Accepted by:

[Signature]
Allco, Ltd.
Contractor

Date: 8/15/15

RESOLUTION NO.

WHEREAS, on June 12, 2012, the City Council of the City of Beaumont, Texas passed Resolution No. 12-129 awarding a contract in the amount of \$3,491,570.60 to Allco, Ltd., of Beaumont, Texas, for the Sanitary Sewer System Improvements 54-Inch Interceptor Rehabilitation Phase II Project; and,

WHEREAS, Change Order No. 1, in the amount of (\$83,072.65), is required to adjust the estimated quantities to reflect the actual quantities used during the performance of the project, thereby decreasing the contract amount to \$3,408,497.95; and,

WHEREAS, the project has been inspected by the Water Utilities Department and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Sanitary Sewer System Improvements 54-Inch Interceptor Rehabilitation Phase II Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of \$170,424.90 to Allco, Ltd., of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of August, 2015.

- Mayor Becky Ames -

August 18, 2015

Consider a resolution authorizing the City Manager to accept the Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII Project for maintenance, approve a change order to the contract with Simco Enterprises, Ltd., and authorize final payment

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Amalia Villarreal, P.E., City Utilities Engineer

MEETING DATE: August 18, 2015

REQUESTED ACTION: Council consider a resolution approving the City Manager to accept the Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII Project for maintenance, approve a change order to the contract with Simco Enterprises, Ltd., and authorize final payment.

BACKGROUND

The City Council approved a contract with Simco Enterprises, Ltd., of Groves on December 11, 2012 in the amount of \$1,895,761.75. The contract was to replace approximately 36,377 linear feet of sanitary sewer mains.

The proposed change order will decrease the contract amount by \$118,227.65 to adjust the estimated quantities to reflect the actual quantities used during the performance of the project and the purchase of pipe materials on hand.

The project has been inspected by Water Utilities and found to be complete in accordance with the provisions and terms set out in the contract. A final payment will be made to the contractor in the amount of \$33,206.40.

Previous actions include:

Resolution 12-288 in the amount of \$1,895,761.75 was approved by City Council on June 12, 2012.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. One (1)

DATE: August 18, 2015

Page 1 of 1

PROJECT: City of Beaumont, Texas
Sanitary Sewer Rehabilitation of Small Diameter Mains
Contract XXIII

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

CONTRACTOR: Simco Enterprises, Ltd.
3101 Main Avenue
Groves, Texas 77619

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

Reason for Change: Final reconciliation change order to adjust for quantities resulting from approved field changes and actual construction.

ORIGINAL CONTRACT AMOUNT: \$ 1,895,761.75

THIS CHANGE ORDER

<u>Description:</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Net Change</u>
<u>ADD</u>			
Item 7 Furnish and Install New Manhole	\$3,000.00 / EA.	1.00	\$ 3,000.00
Item 2 Purchase remaining 8-inch HDPE pipe material on hand	\$4.87 / L.F.	1,533.00	\$ 7,465.71
Item 3 Purchase remaining 10-inch HDPE pipe material on hand	\$7.58 / L.F.	908.00	\$ 6,882.64
Item 4 Purchase remaining 12-inch HDPE pipe material on hand	\$10.70 / L.F.	575.00	\$ 6,152.50
<u>DELETE</u>			
Item 2 Furnish & Install 8-inch HDPE sanitary sewer pipe	\$24.00 / L.F.	(1,505.00)	\$ (36,120.00)
Item 3 Furnish & Install 10-inch HDPE sanitary sewer pipe	\$27.00 / L.F.	(863.00)	\$ (23,301.00)
Item 4 Furnish & Install 12-inch HDPE sanitary sewer pipe	\$36.00 / L.F.	(545.00)	\$ (19,620.00)
Item 5 Stabilize Existing Manhole	\$250.00 / V.F.	(38.00)	\$ (9,500.00)
Item 6 Remove or Abandon Existing MH In Place	\$1,200.00 / EA.	(1.00)	\$ (1,200.00)
Item 8 Remove & Replace Existing MH	\$2,800.00 / EA.	(8.00)	\$ (22,400.00)
Item 9 Furnish & Install End of Line Cleanout	\$600.00 / EA.	(7.00)	\$ (4,200.00)
Item 11 Replace 4-Inch Short Side Services	\$500.00 / EA.	(9.00)	\$ (4,500.00)
Item 12 TV Existing Services	\$75.00 / EA.	(94.00)	\$ (7,050.00)
Item 13 Clean & TV Existing Sanitary Sewer Mains	\$2.25 / L.F.	(5,118.00)	\$ (11,515.50)
Item 14 Clean & TV Newly Bursted Sanitary Sewer Mains	\$1.50 / L.F.	(1,548.00)	\$ (2,322.00)
TOTAL AMOUNT OF THIS CHANGE ORDER:			\$ (118,227.65)
TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:			\$ 1,777,534.10

CONDITION OF CHANGE:

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

Recommended by:	Approved by:	Accepted by:
_____ City of Beaumont Interim Director Water Utilities	_____ City of Beaumont Owner	_____ Simco Enterprises, Ltd. Contractor
Date: _____	Date: _____	Date: _____

RESOLUTION NO.

WHEREAS, on December 11, 2012, the City Council of the City of Beaumont, Texas passed Resolution No. 12-288 awarding a contract in the amount of \$1,895,761.75 to Simco Enterprises, Ltd., of Groves, Texas, for the Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII Project; and,

WHEREAS, Change Order No. 1, in the amount of (\$118,227.65), is required to adjust the estimated quantities to reflect the actual quantities used during the performance of the project and the purchase of pipe materials on hand, thereby decreasing the contract amount to \$1,777,534.10; and,

WHEREAS, the project has been inspected by the Water Utilities Department and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Sanitary Sewer Rehabilitation of Small Diameter Mains Contract XXIII Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of \$33,206.40 to Simco Enterprises, Ltd., of Groves, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of
August, 2015.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss water repair procedures and receive a status report

BEAUMONT

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS AUGUST 18, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – August 11, 2015
- * Confirmation of committee appointments

Christina Howard would be appointed to the Library Commission. The term would commence August 18, 2015 and expire August 17, 2017. (Councilmember W. L. Pate, Jr.)

- A) Authorize the City Manager to execute all documents necessary, specifically a Memorandum of Understanding, with the Texas Attorney General's Office Internet Crimes Against Children Task Force
- B) Authorize the City Manager to execute a lease agreement with the Beaumont Art League
- C) Approve the appointment of Kellie Colbert as an Assistant City Attorney II and setting her starting compensation

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>
Christina Howard	Library Commission	08/18/2015	08/17/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of
August, 2015.

- Mayor Becky Ames -

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BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: August 18, 2015

REQUESTED ACTION: Consider a resolution authorizing the City Manager to execute all documents necessary, specifically a Memorandum of Understanding, with the Texas Attorney General's Office Internet Crimes Against Children Task Force.

BACKGROUND

The Internet Crimes Against Children (ICAC) Task Force was created to help State and Local Law enforcement agencies enhance their investigative response to offenders who use the internet, online communication systems, or other computer technology to sexually exploit children. The program is currently composed of regional Task Force agencies funded by the United States Office of Juvenile Justice and Delinquency Prevention. The Training and Technical Assistance Program was established to assist these agencies with training and technical assistance in support of their Internet Crimes Against Children initiatives.

Signing this Memorandum of Understanding extends our current Memorandum of Understanding with the Attorney General's office, and would make ICAC resources, contracts, and training available to our department.

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, or his designee, be and they are hereby authorized to execute Amendment No. 1 to the Memorandum of Understanding between the Beaumont Police Department and the Office of the Attorney General for certain Internet Crimes Against Children (ICAC) Task Force activities. Amendment No. 1 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 18th day of August, 2015.

- Mayor Becky Ames -

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
between
THE OFFICE OF THE ATTORNEY GENERAL
and
BEAUMONT POLICE DEPARTMENT

OAG Contract No. 1340439-01

This First Amendment to the Memorandum of Understanding (MOU) is executed between the Office of the Attorney General of Texas (OAG) and Beaumont Police Department (DEPARTMENT) for certain Internet Against Children Crimes Task Force activities.

INDUCEMENTS:

Whereas, the OAG and DEPARTMENT agreed to and executed a certain MOU;

Whereas, the OAG and the DEPARTMENT wish to amend its existing MOU to provide a date certain for the termination date;

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the OAG and the DEPARTMENT agree to amend the following provision:

Section 10 Term of MOU

This MOU shall be effective on April 1, 2013 and will continue in effect until August 31, 2017.

All other existing provisions of the MOU remain in effect.

**OFFICE OF THE ATTORNEY
GENERAL**

BEAUMONT POLICE DEPARTMENT

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Jarmon, Executive Assistant to the City Manager

MEETING DATE: August 18, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute a lease agreement with the Beaumont Art League.

BACKGROUND

The Beaumont Art League is located at 2675 Gulf Street and has a mission of supporting the visual arts and arts education in Southeast Texas.

The City owns the land and building and has leased the property to the Art League since 1977. The proposed one-year lease agreement is substantially similar to the lease approved in 2003, except that it adds language decreasing the insurance requirements and adds language requiring the Art League to get City approval before subleasing or renting any space at the facility.

A copy of the proposed agreement is attached for your review.

FUNDING SOURCE

The City will receive \$1.00 upon execution of the lease.

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 a Lease Agreement between the City of Beaumont and the Beaumont Art League for the lease of property located at 2675 Gulf Street for a one (1) year term commencing on September 1, 2015 and ending on August 31, 2016. 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 18th day of August, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

LEASE AGREEMENT

THIS LEASE CONTRACT, dated September 1, 2015, by and between the City of Beaumont, a municipal corporation of Jefferson County, Texas, acting herein by and through its duly authorized City Manager, hereinafter referred to as LESSOR, and the Beaumont Art League, a corporation of Jefferson County, Texas, acting herein by and through its legally constituted officers, hereinafter referred to as LESSEE;

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00) cash and the performance by LESSEE of the covenants and conditions hereinafter recited, LESSOR does by these presents lease, let and demise unto LESSEE the following described property and improvements thereon, located within the City of Beaumont, Jefferson County, Texas, and being part of Fair Park, and more particularly described as follows:

Being a tract of land out of the South Texas State Fair Grounds property in the James Drake Survey in the City of Beaumont, Jefferson County, Texas, and being more particularly described as follows:

Beginning at a point lying sixty-seven and sixty-five hundredths feet (67.65') west of the west line of Gulf Street and three hundred sixty-one and thirty-five hundredths feet (361.35') north of the north line of Plum Avenue as both are now established in the City of Beaumont, said point being marked by a one-half inch (1/2") iron rod;

Thence west two hundred two feet (202') to corner marked by a one-half inch (W) iron rod, said point being at the south edge of an existing concrete walk and being thirty feet (30') east of the easterly line projected of what is now known as the Agricultural Building;

Thence south 00 degrees 03 minutes west along a line parallel with and thirty feet (30') east of the easterly line of said Agricultural Building ninety-six and sixty-five hundredths feet (96.65') to corner marked by a one-half inch (W') iron rod, said point being in line with the southerly line of said Agricultural Building projected eastward;

Thence south 89 degrees 54 minutes east along the southerly line of said Agricultural Building projected eastward two hundred two feet (202') to corner marked by a one-half inch (A") iron rod;

Thence north 00 degrees 03 minutes east ninety-seven feet (97') to the place of beginning;

The above described tract, herein referred to as Leased Premises, contains 0.449 acres and improvements, more or less;

1

The lease shall be for a term of one (1) year, beginning September 1, 2015 and ending on August 31, 2016.

2

The Leased Premises hereunder shall be used by the LESSEE for the purpose of advancing the arts and for such other further purposes as the LESSEE desires in the furthering of fine arts.

3

LESSOR reserves the right to park motor vehicles on the Leased Premises in connection with its use of Fair Park, providing that no parking shall be permitted within ten feet (10') of any building on said Leased Premises.

4

LESSOR, its employees and agents, shall have the right at all times to go on or about the said premises for the purpose of inspecting same, or for any other legitimate purpose.

5.

LESSEE shall not make alterations, additions or improvements to the Leased Premises or buildings thereon without the prior written approval of the City Manager of LESSOR or his DESIGNEE, and all such alterations, improvements and additions made by LESSEE upon the Leased Premises shall remain upon the Leased Premises at the expiration of this lease and become the property of LESSOR.

6.

LESSEE shall be responsible for any and all maintenance, repairs, and improvements, either major or minor, that are necessary to the Leased Premises and LESSEE agrees to keep the Leased Premises in a good state of repair throughout the term of this lease or any extension thereof. LESSOR agrees to pay all utility charges during the term of this lease and any extensions. On the expiration of this lease, LESSEE shall deliver the premises described herein and all improvements thereon to LESSOR in good condition.

LESSOR may, at its own cost and expense, make improvements or repairs to the Leased Premises, subject to the appropriation of City funds, although LESSOR is under no obligation to do so. The LESSOR shall consult with LESSEE prior to making said improvements.

7.

LESSEE shall not sublease or rent any portion of the Leased Premises without the prior written consent of the LESSOR.

8.

LESSEE agrees to indemnify and save the LESSOR free and harmless from all claims or liability for damages to any person or persons for injuries to person or personal

injuries resulting in the death of any person, or loss or damage to property occasioned by or in connection with the use of the premises hereby rented caused by any source whatsoever, expressly including claims arising from the alleged negligence of LESSOR. LESSEE hereby assumes full responsibility for the character acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE, by or with the consent of the said LESSEE.

9.

LESSEE agrees to obtain and maintain in full force and effect for the duration of this Agreement, and any extension thereof, Commercial General Liability Insurance on the Leased Premises in the following types and amounts:

8.1	Premises Operations	Combined single limit for bodily
8.2	Independent Contractors	injury and property damage of
8.3	Personal Injury	\$500,000.00 per occurrence with an
8.4	Advertising Injury	aggregate limit of \$1,000,000.00
8.5	Medical Payments	\$5,000.00
8.6	Fire Legal Liability	\$50,000.00
8.7	Contractual Liability	\$500,000.00

The cost of said policies shall be borne by LESSEE, and said policies shall name LESSOR as a named insured as well as LESSEE. Policies shall provide for fifteen (15) days notice to LESSOR for cancellation, non-renewal or material change.

LESSEE shall further maintain fire insurance with extended coverage endorsements on a replacement basis for the full insurable value covering all of the Leased Premises, with the LESSOR noted as co-loss payee. This policy shall be for a term on not less than one (1) year and renewed annually prior to expiration so long as this lease is in existence. Certificates evidencing said

insurance shall be provided to the LESSOR. The certificate shall provide for a minimum of fifteen (15) days notice to LESSOR of any cancellation of the insurance required herein. Should the Leased Premises or any portion thereof be wholly or partially destroyed or lost by fire, explosion, windstorm, theft or any other cause, any and all monies payable and collectible on policies of insurance covering the Leased Premises shall be paid to LESSOR. LESSOR shall have sole discretion concerning whether to rebuild or repair the Leased Premises or take no action to rebuild or repair. LESSOR has no insurance on contents within the Leased Premises. Should LESSEE desire to insure contents, LESSEE must provide such insurance at its own cost and expense.

Should LESSOR opt not to repair the Leased Premises after an insured loss then LESSEE may at its option terminate this lease and whether it terminates or not, shall have no responsibility to repair the damages caused by the insured loss to the Leased Premises, notwithstanding the provisions of Paragraph 6.

10.

At the expiration of the term of this lease, LESSEE may hold over on a month-to-month basis only under the same terms and conditions as set out in this lease.

11.

LESSEE acknowledges that the Young Men's Business League (YMBL) has leased all of Fair Park for the operation of the South Texas State Fair. LESSEE acknowledges, understands and accepts that during such leased period each year access to the Leased Premises and parking may be severally limited or denied and that, although LESSEE's use of the interior of the building on the Leased Premises is not legally limited by the YMBL's use of Fair Park, it may be, as a

practical matter, severally limited by inconsistent uses put to the surrounding property by the YMBL in their operation of the South Texas State Fair.

The substance of the provision of Paragraph 10 of this lease shall be incorporated into that certain lease contract entered into by and between LESSOR herein and the said Young Men's Business League of Beaumont, Texas, covering the said South Texas State Fair Grounds and the said twenty-nine (29) day period.

If LESSOR terminates its lease contract with the YMBL for the South Texas State Fair at Fair Park, access to the Leased Premises would no longer be encumbered by the YMBL's use of Fair Park facilities. However, LESSOR reserves the right to enter into Agreements with other entities at any time during the term of this Agreement, or any extension thereof, which may limit access to Leased Premises as described and required in Paragraph 11.

12.

This lease is made subject to all provisions of the City Charter of the City of Beaumont, Texas.

EXECUTED in duplicate originals this _____ day of September 2015.

LESSOR:

CITY OF BEAUMONT

ATTEST:

By: _____

Kyle Hayes, City Manager

Tina Broussard, City Clerk

LESSEE:

BEAUMONT ART LEAGUE

By: _____

Bridget Johnson, President/Chairman

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 18, 2015

REQUESTED ACTION: Council consider a resolution approving the appointment of Kelli Colbert as an Assistant City Attorney II and setting her starting compensation.

BACKGROUND

Under the Charter, the City Attorney may appoint his assistants with the approval of the City Council at such compensation as set by the Council. There has been a vacancy created in the department by the resignation of Grant Boston. Ms. Colbert is very qualified for the position. The City Attorney recommends that the appointment of Kelli Colbert as an Assistant City Attorney II for the City of Beaumont be approved at a starting salary of \$50,000 together with all other benefits of a civilian employee.

FUNDING SOURCE

The amount necessary to pay the salary and benefits of the position are available in the City Attorney's budget.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the appointment of Kelli Colbert as Assistant City Attorney II for the City of Beaumont be and the same is hereby approved and her initial salary is established at \$50,000 annually together with all other benefits and terms and conditions of civilian employment as established by policy and budget of the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of August, 2015.

- Mayor Becky Ames -