

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS AUGUST 19, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – August 12, 2014

- * Confirmation of committee appointments

Mary Jowers would be reappointed to the Board of Adjustment (Zoning). The current term would expire July 22, 2016. (Mayor Becky Ames)

Kelli Maness would be reappointed to the Board of Adjustment (Zoning). The current term would expire July 22, 2016. (Mayor Becky Ames)

John Johnson would be reappointed to the Small Business Revolving Loan Fund Board. The current term would expire June 22, 2016. (Councilmember W.L. Pate, Jr.)

- A) Authorize the City Manager to enter into a Memorandum of Understanding with the Golden Triangle Retired and Senior Volunteer Program

- B) Authorize the City Manager to amend a contract with the Texas Department of Housing and Community Affairs for FY 2013 Emergency Solutions Grant (ESG) funds

RESOLUTION NO.

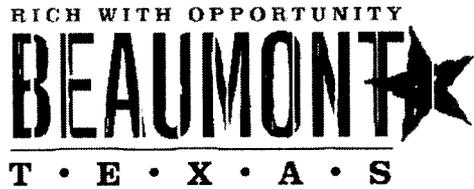
BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Mary Jowers	Board of Adjustment	08/19/14	07/22/16
Kelli Maness	Board of Adjustment	08/19/14	07/22/16
John Johnson	Small Business Revolving Loan Fund	08/19/14	06/22/16

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of
August, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: August 19, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the Golden Triangle Retired and Senior Volunteer Program (Golden Triangle RSVP).

BACKGROUND

Golden Triangle RSVP members donate their time and skills to over 100 non-profits or government agencies of their choice throughout Hardin, Jefferson and Orange Counties.

Golden Triangle RSVP has worked with the Maurine Gray Literacy Program within the Beaumont Public Library System for close to twenty years. We currently have several volunteers including the Literacy Program's English as a Second Language (ESL) instructor who has been one of our longstanding RSVP volunteers. The many volunteers from Golden Triangle RSVP have helped tremendously in furthering the mission of the Literacy Program.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the 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 Memorandum of Understanding between the City of Beaumont and Golden Triangle Retired and Senior Volunteer Program (Golden Triangle RSVP) to provide volunteer literacy services to the Maurine Grey Literacy Program within the City of Beaumont Public Library System. Said Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of August, 2014.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING
between the
GOLDEN TRIANGLE RETIRED AND SENIOR VOLUNTEER PROGRAM
and

Name of Volunteer Station **BEAUMONT PUBLIC LIBRARY SYSTEM-
MAURINE GRAY LITERACY CENTER**

Street Address **801 PEARL STREET, BEAUMONT, TX 77701**

Mailing Address **P. O. BOX 3827, BEAUMONT, TX 777043827**

Phone **(409) 835-7924** FAX _____

e-mail **peddy@ci.beaumont.tx.us**

Name and title of the Volunteer Station Representative (RSVP liaison)

<u>PAUL EDDY</u>	<u>LIBRARY ADMINISTRATOR</u>
Name	Title

Name and title of person responsible for MOU approval

<u>KYLE HAYES</u>	<u>CITY MANAGER</u>
Name	Title

Consider this Memorandum of Understanding to be in effect from

JUNE 13, 2014 through **JUNE 12, 2017**

1. VOLUNTEER ASSIGNMENTS – Volunteer Job Descriptions will be attached to this Memorandum.

2. THE GOLDEN TRIANGLE RSVP WILL –
 - a. Provide orientation about the Golden Triangle RSVP for the Volunteer Station Representative.
 - b. Review assignments with Volunteer Station Representative to determine acceptability with federal guidelines for RSVP members.
 - c. Provide volunteer program management consultation when requested by the Volunteer Station.
 - d. Recruit and interview potential senior volunteers (age 55+) before referring them to the Volunteer Station.
 - e. Provide orientation about RSVP membership to the potential volunteer.
 - f. Participate in interviews of RSVP members with Station Representatives

- upon request.
- g. Provide RSVP members excess Accident Medical Insurance, excess Volunteer Liability Insurance, and excess Automobile Liability Insurance during the hours of active volunteer service.
- h. Will offer a Volunteer Recognition event and other social affairs for RSVP members and Volunteer Station Representatives.

3. THE VOLUNTEER STATION WILL –

- a. Have the opportunity to interview potential RSVP members before placement.
- b. Provide RSVP members with a thorough Volunteer Station orientation and training for volunteer assignment.
- c. Maintain, review and sign all RSVP member timesheets and sign-in logs. In addition, the Volunteer Station will be responsible for sending originals of these forms to the RSVP office on a bi-monthly basis.
- d. Agree to assist RSVP staff in designing Performance Measurement Work Plans according to the Corporation for National and Community Service federal grant.
- e. Comply with all outcome and output measurements documentation requirements. Complete and return in a timely manner all surveys and/or questionnaires requested by RSVP staff.
- f. Immediately contact the RSVP office in the case of a RSVP member being involved in an accident. In addition, provide a signed accident report.
- g. Contact RSVP staff in the event of an RSVP member being removed from his/her assignment at the Volunteer Station (see section 6b).
- h. Inform RSVP staff when additional recruitment is needed for a specific volunteer assignment or when special event volunteers are needed.
- i. Not assign or request senior volunteers to conduct or engage in religious, sectarian, or political activity or instruction.
- j. Not assign volunteers to any assignment which would displace employed workers.
- k. Will understand that RSVP volunteers are an additional resource to the station and will not supercede or displace any other volunteer recruited from other sources. RSVP volunteers will complete all forms required by the station, such as confidentiality, agreement to a background check, waiver and acknowledgement forms, just as any other volunteer is required to complete.
- l. Be responsible for reimbursing RSVP members for any out-of-pocket expenses in direct relation to volunteer assignment, such as office supplies or uniforms required by the station. RSVP will not be responsible for such expenses if the station reimburses or provides these to other volunteers

4. MEALS –

- _____ a. The Volunteer Station will provide the senior volunteer with meals occurring during hours of volunteer service. The Volunteer Station will

participate in documenting such as an in-kind contribution to the Golden Triangle RSVP.

- _____ b. The Volunteer Station will partially participate in the provision of meals i.e., meal vouchers, contribution requested. The Volunteer Station will participate in documenting such as an in-kind contribution to the Golden Triangle RSVP.
- _____ c. The senior volunteers will provide own meals.
- X d. Volunteer shifts do not coincide with a normal meal time.
5. RSVP MONTHLY FORMS – The following individuals are approved to sign-off on volunteer timesheets, attendance logs, and/or mileage forms.

BARBARA BEARD

6. OTHER INFORMATION -
- a. Prohibition of Discrimination: Discrimination on the basis of race, color, creed, sex, or handicap will not be permitted. The Volunteer Station and the Golden Triangle RSVP will actively comply with provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973, which prohibits discrimination against disabled persons in all programs, services, and activities.
- X Yes _____ No Is your building handicap accessible?
- X Yes _____ No Do you have accessible parking?
- 1974-2003 When was the building in which you are housed built?
- b. Separation from Volunteer Service: The Volunteer Station may request the removal of a senior volunteer. The Golden Triangle RSVP may recall a senior volunteer. A senior volunteer may resign from service to a Volunteer Station or from the Golden Triangle RSVP. Discussion of individual separations will occur between the Golden Triangle RSVP staff, staff at the Volunteer Station and the senior volunteer to clarify the reasons or resolve conflict.
- c. Federal IRS Tax Exemption Status Letter: Federal Regulations allow RSVP to enter into a MOU with non-profit organizations and governmental

agencies. Regulations also allow for a MOU with proprietary healthcare organizations providing volunteer assignments are directly patient/resident related (not administrative).

_____ Non-Profit Organization - Federal IRS Tax Exemption Status Letter provided to RSVP

X Governmental Entity, status letter not required

_____ Proprietary Healthcare, no Federal IRS Tax Exemption Status Letter available

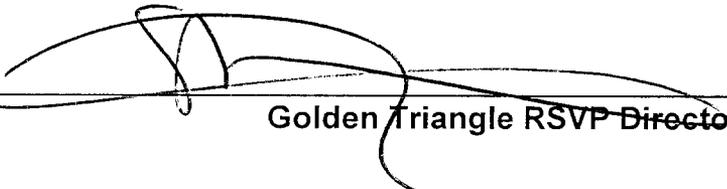
d. Amendments: This Memorandum of Understanding may be amended in writing by concurrence of the parties hereto.



Volunteer Station's Authorized Signature

Title CITY MANAGER

Date _____



Golden Triangle RSVP Director Signature

Date 8/7/14

ADDITIONAL COMMENTS:

AGENCY BEAUMONT PUBLIC LIBRARY SYSTEMDESCRIPTION OF VOLUNTEER OPPORTUNITIES

JOB TITLE: ESL or GED Tutor, Pro Literacy America

SUPERVISOR: Director of Literacy Depot

PURPOSE: 1. To be willing to expend time, energy and effort to help an adult learn .
2. To respect the adult learner as a person of worth.
3. To be willing to learn ways which will bring about growth of self-esteem as well as help clients reach their goals.

JOB DESCRIPTION AND DUTIES:

1. To become aware of the nature and characteristics of the adult learner; to respect the learner as a fellow human being; to encourage the learner to set realistic learning goals as well as personal goals; to help the learner realize those goals through the use of a learning plan and periodic evaluation.
2. To be committed to the program philosophy, guidelines, methods and materials.
3. To attend training workshops and periodic staff development meetings.
4. To keep accurate records of attendance, contact hours, test results and a cumulative folder of student data and progress.
5. To tutor a student in reading once or twice a week for 1 ½-2 hours each time at a site mutually agreed upon by the tutor, student and Literacy Coordinator.

TIME REQUIRED: (Days needed, hours needed, etc.)

Preferably 9 months to a year; minimum of 6 months commitment.

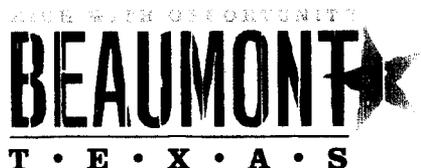
DESCRIBE TRAINING THAT WILL BE PROVIDED:

Volunteer tutors will receive training in the following:

1. How adults learn and process information
2. The philosophy, goals and strategies of local volunteer literacy work
3. The methods and materials used to teach adults in our area

SPECIAL SKILLS REQUIRED:

- Willingness to commit to the above duties and responsibilities.
- Ability to read and write.



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager
C>B

PREPARED BY: Chris Boone, Community Development Director

MEETING DATE: August 19, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to amend a contract with the Texas Department of Housing and Community Affairs (TDHCA) for FY 2013 Emergency Solutions Grant (ESG) funds.

BACKGROUND

Given the extent of the homeless problem within our community, the City partnered with the Texas Department of Housing and Community Affairs (TDHCA) to receive \$215,493 in Emergency Solutions Grant (ESG) funds. The City acts as the lead agency, providing the funding to local homeless service providers for such activities as shelter operations and rental assistance.

As the program has progressed, it is recommended that the original program budget be amended to modify the line item categories, better aligning them with the needs of the providers. Enclosed is the proposed amendment, illustrating this budget amendment. The overall grant amount will remain the same.

FUNDING SOURCE

U.S. Department of Housing and Urban Development (HUD), administered through the Texas Department of Housing and Community Affairs (TDHCA).

RECOMMENDATION

Approval of the resolution.

ESG Budget Amendment Form

Enter the requested information into the yellow cells and sign below.

Subrecipient Information	
Date Submitted:	July 31, 2014
Subrecipient:	City of Beaumont
Contract Number:	42130001767

PART II. Budget Amendment Request			
Categories	Original Budget	Change	New Budget
Street Outreach	\$31,600.00	-\$16,900.00	\$14,700.00
Emergency Shelter	\$33,760.00	\$0.00	\$33,760.00
Essential Services			\$0.00
Operations	\$33,760.00	-\$11,026.00	\$22,734.00
Renovation			\$0.00
Major Rehabilitation		\$11,026.00	\$11,026.00
Conversion			\$0.00
Uniform Relocation Assistance			\$0.00
Homeless Prevention	\$65,918.00	\$31,874.17	\$97,792.17
Housing Relocation and Stabilization Services - Financial	\$1,200.00	\$1,852.17	\$3,052.17
Housing Relocation and Stabilization Services - Services	\$12,518.00		\$12,518.00
Tenant-based Rental Assistance	\$52,200.00	\$30,022.00	\$82,222.00
Project-based Rental Assistance			\$0.00
Rapid Re-housing	\$65,472.00	-\$14,974.17	\$50,497.83
Housing Relocation and Stabilization Services - Financial	\$6,249.00	\$613.83	\$6,862.83
Housing Relocation and Stabilization Services - Services	\$6,460.00		\$6,460.00
Tenant-based Rental Assistance	\$52,763.00	-\$15,588.00	\$37,175.00
Project-based Rental Assistance			\$0.00
Homeless Management Information System (HIMS)	\$9,500.00		\$9,500.00
Administrative Costs	\$9,243.00		\$9,243.00
Total*	\$215,493.00	\$0.00	\$215,493.00

*Total Original Budget must equal Total New Budget. Amendments only move funds between categories.

PART III. Matching Funds Amendment Request			
Categories	Original Budget	Change	New Budget
Other Non-ESG HUD Funds	\$14,783.00		\$14,783.00
Other Federal Funds			\$0.00
State Government	\$68,510.00		\$68,510.00
Local Government	\$24,000.00	-\$24,000.00	\$0.00
Private Funds	\$31,728.00	\$51,069.00	\$82,797.00
Other	\$76,472.00	-\$27,069.00	\$49,403.00
Fees			\$0.00
Program Income			\$0.00
Total**	\$215,493.00	\$0.00	\$215,493.00

***Total New Match Funds must be equal to or greater than Total Original Budget.*

Reason for Amendment Request
See attachment. Exhibit A-Family Services of Southeast Texas, Exhibit B-Some Other Place and Exhibit C-Catholic Charities.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER 42130001767
FY 2013 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM (CFDA NO. 14.231)

This Amendment No. 1 to Emergency Solutions Grants Program Contract Number 42130001767 by and between the The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and City of Beaumont, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this Amendment to be **June 01, 2014**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Emergency Solutions Grants Program Contract Number 42130001767 to be effective on **June 01, 2014** ("Contract"), and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

SECTION 1.

Exhibit B, Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

SECTION 2.

Exhibit C, Match Requirements Document, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit C.

SECTION 3.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 4.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 6.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 7.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 8.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 9.

This Amendment shall be effective and memorializes an effective date of **June 01, 2014**.

WITNESS OUR HAND EFFECTIVE: **June 01, 2014**

SUBRECIPIENT:

City of Beaumont
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 AMENDMENT NO. 1 TO CONTRACT NUMBER 42130001767
 FY 2013 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM (CFDA NO. 14.231)

EXHIBIT B
 BUDGET

City of Beaumont
 a political subdivision of the State of Texas

Contract Term: 10/01/2013 - 09/30/2014

DEPARTMENT FINANCIAL OBLIGATIONS

<u>Budget Category</u>	<u>Category Totals</u>
Street Outreach	\$ 14,700.00
Shelter	\$ 33,760.00
Operations	\$ 22,734.00
Major Rehab	\$ 11,026.00
Homelessness Prevention	\$ 97,792.17
Housing Relocation and Stabilization Services-HP Financial	\$ 3,052.17
Housing Relocation and Stabilization Services-HP Services	\$ 12,518.00
Tenant-based rental assistance-HP	\$ 82,222.00
Rapid Re-Housing	\$ 50,497.83
Housing Relocation and Stabilization Services-RRH Financial	\$ 6,862.83
Housing Relocation and Stabilization Services-RRH Services	\$ 6,460.00
Tenant-based rental assistance-RRH	\$ 37,175.00
Homeless Management Information System (HMIS)	\$ 9,500.00
Administrative Costs	\$ 9,243.00
TOTAL	\$ 215,493.00

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

Subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. **Only those written request(s) from the Subrecipients received at least 60 days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 60 days of the Contract Term.**

Maximum for administration based on 3.75% of the total allowable expenditures excluding travel for training

Subrecipient may apply Administration funds to pay for travel costs incurred to attend the September 17-18, 2013 ESG Program Workshop held in Austin, Texas.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER 42130001767
FY 2013 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM (CFDA NO. 14.231)

EXHIBIT C
MATCH REQUIREMENTS DOCUMENT

City of Beaumont
a political subdivision of the State of Texas

Contract Term: 10/01/2013 - 09/30/2014

<u>Type (Source of Match)</u>	<u>Dollar Value</u>
Other Non-ESG HUD Funds	\$ 14,783.00
Other Federal Funds	\$ 0.00
State Government	\$ 68,510.00
Local Government	\$ 0.00
Private Funds	\$ 82,797.00
Other	\$ 49,403.00
Fees	\$ 0.00
Program Income	\$ 0.00
MATCH TOTAL	\$ 215,493.00

Subrecipient shall match their award amount with an equal or greater amount of resources from other than ESG funds in accordance with the following requirements.

Eligible Sources of Match:

- o any source including any Federal source (except for ESG)
- o any state, local, and private sources

If using Federal sources, the following rules apply to Match Funds:

- o the laws governing any source to be used as match must not prohibit those funds from being used as match,
- o if ESG funds are to be used as match for another federal program, then that program may not be used as match for ESG.

Recognition of Matching Contributions:

- o Match funds must meet all the requirements that apply to ESG funds (except expenditure limits)
- o Matching contributions must be provided from July 17, 2013 through September 30, 2014
- o Cash contributions must be expended within the expenditure deadline during the Contract Term
- o Non-cash contributions must be made within the expenditure deadline (above)
- o Contributions used to match a previous ESG grant may not be used to match a subsequent grant
- o Contributions used to match another federal grant may not be used to match ESG

Eligible Types of Matching Contributions:

1. **Cash Contributions**-Cash expended for allowable costs as defined in OMB Circular A-122 (2 C.F.R. Part 230). Sources of cash contributions may include private donations, or grants, from foundations, nonprofits, or local, state and federal funds.
2. **Non-Cash contributions**-Non-cash contributions are the value of any real property equipment, goods, or services contributed to the Subrecipient's ESG program, provided that they would be allowable if the Subrecipient had to pay for them.

Costs paid by **program income** during the grant period are to be considered as match provided they are eligible costs that supplement the ESG program.

Amendment Requests

Exhibit A Family Services of Southeast Texas

Family Services of Southeast Texas would like to repair a broken slab that is affecting two bedrooms at their Women's shelter. The costs for the repairs would be approximately \$11,026.00. The funds in the amount of \$11,026.00 will be transferred from The Emergency Shelter-Operations Line Item to The Emergency Shelter-Major Rehabilitation Line Item.

Exhibit B Some Other Place

Some Other Place is unable to provide the mental health services, as described by The TDHCA for the Street Outreach Budget. Failed attempts were made with local mental health providers to deliver services, as requested by The TDHCA and they have not been able to secure those services. Homeless mentally ill individuals are currently being served through other programs. Some Other Place is requesting that funds in the amount of \$16,900 (\$7,722.00 Emergency Mental Health Services and \$9,178.00 Caseworker's salary) be transferred from Street Outreach to Homeless Prevention-Tenant Based Rental Assistance Line Item (\$12,610.00) and the Rapid Rehousing-Housing Relocation and Stabilization Services-Financial Line Item (\$4,290.00). They would also like to take \$8,148.00 from Rapid Rehousing-Tenant Based Rental Assistance Line Item and \$1,824.00 from Rapid Rehousing-Housing Relocation and Stabilization Services-Financial Line Item and transfer the total amount of \$9,972.00 to Homeless Prevention-Tenant Based Rental Assistance Line Item.

Exhibit C Catholic Charities

Catholic Charities needs more funding for Homeless Prevention- Financial, Services and Tenant Based Rental Assistance. Catholic Charities is requesting that funds in the amount of \$1,852.17 be transferred from Rapid Rehousing-Housing Relocation and Stabilization Services-Financial Line Item to the Homeless Prevention-Housing Relocation and Stabilization Services-Financial Line Item, \$7,440.00 from Rapid Rehousing-Tenant Based Rental Assistance Line Item to the Homeless Prevention- Tenant Based Rental Assistance Line Item. In addition, they would like their entire budget of \$71,734 of the Matching funds to be transferred to Private funds Line Item.

RESOLUTION NO.13-265

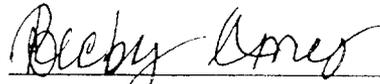
BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Council hereby approves the original and amended Texas Department of Housing and Community Affairs (TDHCA) budgets, attached hereto as Exhibits "A" and "B;" and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to enter into a contract with the Texas Department of Housing and Community Affairs (TDHCA), attached hereto as Exhibit "C," and agreements with Some Other Place, Family Services of Southeast Texas and Catholic Charities of Southeast Texas for client outreach, emergency shelter and other homeless prevention services.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of November, 2013.





Mayor Becky Ames -

RESOLUTION NO.13-265

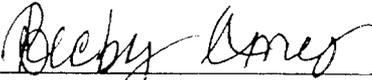
BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Council hereby approves the original and amended Texas Department of Housing and Community Affairs (TDHCA) budgets, attached hereto as Exhibits "A" and "B;" and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to enter into a contract with the Texas Department of Housing and Community Affairs (TDHCA), attached hereto as Exhibit "C," and agreements with Some Other Place, Family Services of Southeast Texas and Catholic Charities of Southeast Texas for client outreach, emergency shelter and other homeless prevention services.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of November, 2013.





Mayor Becky Ames -

2013 ESG Program Budget

Enter the requested information into the yellow cells and sign below.

Subrecipient Name: City of Beaumont-2nd Revised
--

Categories	Budget
Street Outreach	\$31,600.00
Emergency Shelter	\$33,760.00
Essential Services	
Operations	\$33,760.00
Renovation	
Major Rehabilitation	
Conversion	
Uniform Relocation Assistance	
Homeless Prevention	\$65,918.00
Housing Relocation and Stabilization Services - Financial	\$1,200.00
Housing Relocation and Stabilization Services - Services	\$12,518.00
Tenant-based Rental Assistance	\$52,200.00
Project-based Rental Assistance	
Rapid Re-housing	\$69,994.00
Housing Relocation and Stabilization Services - Financial	\$6,249.00
Housing Relocation and Stabilization Services - Services	\$6,460.00
Tenant-based Rental Assistance	\$57,285.00
Project-based Rental Assistance	
Homeless Management Information System (HIMS)	\$9,500.00
Administrative Costs	\$4,721.00
Total	\$215,493.00

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's ongoing and satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred during the Contract term by Subrecipient in the amount specified in the "Budget" attached hereto as Exhibit B of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of adequate ESG funds from HUD. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- D. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, when Department determines has resulted in an overpayment, which the Department has determined was from activity under a newly procured contract or subcontract procured on or before November 2, 2013, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for eligible costs incurred or performances rendered for activities specified in 24 C.F.R. §576 of the Federal Regulations.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Subrecipients may request a one time working capital advance for forty (30) days cash needs or an advance of \$5,000, whichever is greater. In order to request an advance payment, Subrecipient must submit to Department a properly completed expenditure report that includes a request for advance funds (Projected Expenses). Thereafter, the Subrecipient will be reimbursed for the amount of actual cash disbursements, a reimbursement level.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- C. Section 5(A) notwithstanding, Department reserves the right to use a modified cost reimbursement method of payment whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 12 of this Contract.
- D. All funds paid to Subrecipient pursuant to this Contract are for the exclusive benefit of the eligible recipients of ESG services and for the payment of allowable expenditures.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amounts owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 10 T.A.C. §5.10 et seq. (hereinafter "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for governments are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 201. Uniform administrative requirements for governments are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.

- B. Amounts may be counted towards Subrecipient's Match only if such amounts are costs or resources of a type specified in Exhibit C and only if such amounts are computed in accordance with this Section. In calculating the amount of Subrecipient's Match, Subrecipient may include, but is not limited to, such donations; the value of any donated material or building; the value of any lease on a building; any salary paid to Subrecipient's staff (or that of its subcontractors) in carrying out the activities required under this Contract; and the time and services contributed by volunteers to carry out such activities. Services provided by volunteers must be valued at rates consistent with those ordinarily paid for similar work in the Subrecipient's organization or in the same labor market. Subrecipient shall determine the value of any donated material or building or any lease using any method reasonably calculated to establish a fair market value.

SECTION 9. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 6 and the regulations set forth in 10 TAC §5.2902 of the ESG State Rules and §576.100 through §576.109 of the Federal Regulations, subject to the limitations and exceptions set forth in this Section.
- B. ESG funds may used for administrative activities as well as five program components as set forth in 24 C.F.R. §576.101 through 24 C.F.R. §576.107 of the Federal Regulations.
- C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Funds may be used to pay indirect costs in accordance with OMB Circular A-87. Eligible administrative costs include:
- (1) General management, oversight and coordination;
 - (2) Training on ESG requirements; and
 - (3) Environmental review.

SECTION 10. TERMINATING ASSISTANCE

- A. If a program participant violates program requirements, the Subrecipient may terminate the assistance in accordance with 24 C.F.R. §576.402 of the Federal Regulations.
- B. Termination under this Section 10 does not bar the Subrecipient from providing further assistance at a later date to the same entity or individual.

SECTION 11. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with all the record keeping requirements set forth in 24 C.F.R. §576.500 of the Federal Regulations and shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract.
- B. *Open Records.* Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to the Contract subject to and in accordance with the Texas Public Information Act.
- C. *Access to Records.* Subrecipient shall give the HUD, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient.
- D. *Period of Record Retention.* Subrecipient agrees to maintain such records in an accessible location for the greater of five (5) years after the expenditure of all funds from the grant, or the period specified below:
- (1) Where funds from this Contract are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed seventy-five percent (75%) of the value of the building before renovation, records must be retained until ten (10) years after the date that ESG funds are first obligated for the renovation.
 - (2) Where funds from this Contract are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed seventy-five percent (75%) of the value of the building after conversion, records must be retained until ten (10) years after the date that ESG funds are first obligated for the conversion.

SECTION 4. PROGRAM INCOME

- A. Program income shall have the meaning set forth in 24 C.F.R. §§ 25 of the Federal Regulations which includes any gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period, which is during the Contract Term. Any security or utility deposits refunded from vendor should be treated as program income.
- B. In accounting for program income, the Subrecipient and Affiliate must accurately reflect the receipt of such funds amounts from the receipt of Federal funds and Subrecipient/Affiliate funds.
- C. Program income earned and expended during the Contract Term shall work toward meeting the Subrecipient's matching requirements during the Contract Term and should be reported as such, provided the costs are eligible ESG costs that supplement the Subrecipient's ESG program.
- D. Program income received by the Subrecipient and Affiliate during the Contract Term and not expended during the Contract Term along with program income received two (2) years following the end of the Contract Term must be returned to the Department. Program income must be returned within ten (10) working days of receipt by the Subrecipient.
- E. Program income received by the Subrecipient and Affiliate after the two (2) year period described in Subsection D) of this Section 4 is no longer program income, and can be retained by the Subrecipient.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 24 C.F.R. Part 35, this Contract, and all applicable Federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.
- B. When the Subrecipient no longer needs equipment purchased with ESG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with ESG grant funds.
- C. Subrecipients and their contractors must comply with Section 6002 of the Solid Waste Disposal Act which requires procuring only items designated in the Environmental Protection Agency (EPA) guidelines that contain the highest percentage of recovered materials. Subrecipients must also:
 - (1) maintain a satisfactory level of competition if the purchase price of the item exceeds \$10,000, or the value of the quantity required in the preceding fiscal year exceeded \$10,000;
 - (2) minimize energy and resource recovery when procuring solid waste management services; and
 - (3) establish an affirmative procurement program for recovered materials.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may only subcontract or subaward the primary performance of this Contract to entities identified in its application as approved collaborative partners. Subrecipient may only enter into contractual agreements for consulting and other professional services if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract or other agreement for the delivery of client assistance will be subject to monitoring by the Department as per Section 25 of the Contract.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor or subgrantee, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts and other agreements are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's, subcontractors', or subgrantees' performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

SECTION 21. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with OMB Circular A-102, 24 C.F.R. 61.85 (2) - 85.34 and 107 A.C. 5.09-5.10.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000.00 or more to itself or to any other entity receiving Department funding.

SECTION 22. TRAVEL

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 23. INSURANCE AND BONDING REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered.

If Subrecipient will enter into a construction contract with a third party in the amount of \$100,000 or greater, Subrecipient must execute with the contractor a payment and a performance bond in the full amount of the contract. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction.

SECTION 24. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 25. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on- or off-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management practices in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 29. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 30. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or reallocation of funds.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. This also applies to the procurement of goods and services under 24 C.F.R. Part 85.36.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unassociated item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient who are local governmental entities shall, in addition to the requirements of this Section 30, follow the requirements of Chapter 173 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the Subrecipient, or a parent or subsidiary of the Subrecipient.
- F. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required under §576.431 of the Federal Regulations or administer homelessness prevention assistance under §576.103 of the Federal Regulations.

SECTION 31. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 3G. SPECIAL CONDITIONS

- A. Department shall not release any funds under this Contract until Department has received a properly completed Direct Deposit Authorization form from Subrecipient.
- B. Subrecipient shall designate (as such term is defined in 24 C.F.R. §576.223) all funds provided under this Contract within 120 days of the date of Subrecipient's two offeror. Department will reimburse any forms not re-obligated.
- C. Subrecipient shall ensure that any building rehabilitated with funds provided under this Contract is maintained as a shelter for the homeless for not less than a three (3)-year period or for not less than a ten (10)-year period if such funds are used for major rehabilitation or conversion of the building. The applicable period shall be calculated in accordance with 24 C.F.R. §576.103.(c).
- D. If Subrecipient uses funds received under this Contract to provide essential services, homeless prevention, or maintenance and operating costs, the activities must be carried out until all of the funds made available under this Contract for such activities are expended or for the Contract Term, whichever is shorter. Subrecipient may use one or more sites or structures to carry out the activities but it must serve the same general population. The "same general population" means the types of homeless persons originally served with the funds or persons in the same geographical area.
- E. Subrecipient shall make known that use of the facilities and services funded under this Contract are available to all on a non-discriminatory basis. Subrecipient also must adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a disability.
- F. Subrecipient shall administer, in good faith, a policy designed to ensure that its homeless facility is free from the legal use, possession, or distribution of drugs or alcohol.
- G. For any ESG activities that would result in the displacement of persons or businesses, Subrecipient must follow Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4701 - 4656) (URA) and its implementing regulations at 49 C.F.R. Part 24, Subpart B, and HUD Handbook 1378.
- H. Subrecipient shall, to the maximum extent practicable, involve, through employment, volunteer services, or otherwise, homeless individuals and families in construction, renovation, maintaining, and operating facilities assisted under this Contract, in providing services assisted under this Contract, and in providing services for occupants of facilities assisted under this Contract.
- I. Subrecipients utilizing ESG funds for renovation, repair, rehabilitation, or conversion of buildings are responsible for compliance with 24 C.F.R. Part 135, referred to as "Section 3," and shall include the clauses listed in §135.38 in all subcontracts covered by Section 3. Homeless individuals have priority over Section 3 residents.
- J. If Subrecipient intends to provide emergency shelter for homeless persons in hotels or motels, or other commercial facilities providing transient housing, Subrecipient must provide the Department with a certification that (1) leases negotiated between Subrecipient and providers of such housing provide or will provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and (2) the Subrecipient has considered other facilities as emergency shelter, and has determined that use of the facilities provides the most cost effective means of providing emergency shelter in its service area.
- K. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this Contract, and that the address or location of any family violence shelter project assisted will, except with written authorization of the owner or persons responsible for the operation of such shelter, not be made public.
- L. Subrecipient shall ensure that any building for which ESG amounts are used for renovation, conversion, or major rehabilitation must meet local government safety and sanitation standards and shelter and housing standards as outlined in §76.403 of the ESG Regulations.
- M. None of the funds provided under this Contract may be used in connection with any dwelling unit unless the unit is protected by a hard-wired or battery-operated smoke detector installed in accordance with National Fire Protection Association Standard 74.

SECTION 45. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 46. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 47. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following therein referred to as "Notice Address":

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-1941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@dshca.state.tx.us

As to Subscriber:

City of Beaumont
PO Box 3827
BEAUMONT, TX 77704
Attention: Kyle Hayes, City Manager
Telephone: (409) 886-3716 Fax: (409) 886-3112 Email: khayes@ci.beaumont.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 47.

SECTION 48. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Tarrant County, Texas.

EXECUTED and be effective on **October 01, 2013**

City of Beaumont
a political subdivision of the State of Texas

By _____
Title _____
Date _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By _____
Title: Fully authorized officer or representative
Date _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NO. 4213000767 FOR THE
 FY 2013 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM
 CFDA NO. 14.231

EXHIBIT B
 BUDGET

City of Beaumont
 a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>Budget Category</u>	<u>Category Totals</u>
Street Outreach	\$ 31,600.00
Shelter	\$ 33,760.00
Operations	\$ 33,760.00
Homelessness Prevention	\$ 65,918.00
Housing Relocation and Stabilization Services-HP Financial	\$ 1,200.00
Housing Relocation and Stabilization Services-HP Services	\$ 12,518.00
Tenant-based rental assistance-HP	\$ 52,200.00
Rapid Re-Housing	\$ 65,472.00
Housing Relocation and Stabilization Services-RRH Financial	\$ 6,249.00
Housing Relocation and Stabilization Services-RRH Services	\$ 5,460.00
Tenant-based rental assistance-RRH	\$ 52,763.00
Homeless Management Information System (HMIS)	\$ 9,500.00
Administrative Costs	\$ 9,243.00
TOTAL	\$ 215,493.00

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

Sub-recipient must request in writing any adjustment needed to a budget category before TDHCA and make any adjustments to the budget categories. Only those written request(s) from the Subrecipients received at least 60 days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 60 days of the Contract Term.

Maximum reimbursement based on 3.75% of the total allowable expenditures excluding travel for training.

Subrecipient may apply Administration funds to pay for travel costs incurred to attend the September 17-18, 2013 ESG Program Workshop held in Austin, Texas.

Department shall match each award amount with an equal or greater amount of resources from other than ESG funds in accordance with the following requirements:

Eligible Sources of Match:

- a. Any source including any Federal source (except for ESG)
- b. Any state, local, and private sources

If using Federal sources, the following rules apply to Match Funds:

- a. The laws governing any source to be used as match must not prohibit those funds from being used as match.
- b. If ESG Funds are to be used as match for another federal program, then that program may not be used as match for ESG.

Receipt of Matching Contributions:

- a. Match funds must meet all the requirements that apply to ESG funds (except expenditure limits)
- b. Matching contributions must be provided from July 17, 2013 through September 30, 2014
- c. Cash contributions must be expended within the expenditure deadline during the Contract Term
- d. Non-cash contributions must be made within the expenditure deadline (above)
- e. Contributions used to match a previous ESG grant may not be used to match a subsequent grant
- f. Contributions used to match another federal grant may not be used to match ESG

Eligible Types of Matching Contributions:

1. **Cash Contributions**-Cash expended for allowable costs as defined in OMB Circulars A-87 (2 C.F.R. Part 225) and A-122 (2 C.F.R. Part 200) of the Subrecipient. Sources of cash contributions may include private donations, or grants, from foundations, nonprofits, or local, state and federal funds.
2. **Non-Cash contributions**-Non-cash contributions are the value of any real property, equipment, goods, or services contributed to the Subrecipient's ESG program, provided that they would be allowable if the Subrecipient had to pay for them.

Costs paid by program income during the grant period are to be considered as match provided they are eligible costs that supplement the ESG program.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 41130001767 FOR THE
FY 2013 EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM
CFDA NO. 14.231

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

City of Beaumont
a political subdivision of the State of Texas

The undersigned certifies, to the best of his knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-awards shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Beaumont
a political subdivision of the State of Texas

By:
Title:
Date:

RESOLUTION NO.

WHEREAS, on November 19, 2013, City Council approved Resolution No. 13-265 approving the original and amended Texas Department of Housing and Community Affairs (TDHCA) budgets and authorizing the City Manager to enter into a contract with the Texas Department of Housing and Community Affairs (TDHCA), Some Other Place, Family Services of Southeast Texas and Catholic Charities of Southeast Texas for client outreach, emergency shelter and other homeless prevention services; and,

WHEREAS, an amendment to the contract with Texas Department of Housing and Community Affairs (TDHCA) is required to amend the FY 2013 Emergency Solutions Grant (ESG) funds budget by modifying the line item categories in order to better align them with the needs of the local homeless services providers;

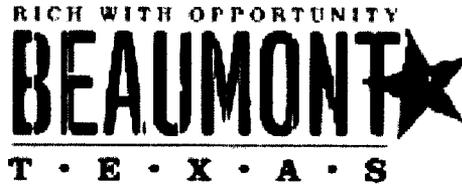
NOW THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

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 an amendment to the contract between the City of Beaumont and the Texas Department of Housing and Community Affairs (TDHCA) to modify the line item categories of the FY 2013 Emergency Solutions Grant (ESG) funds to better align them with the needs of the local homeless services providers. The amendment 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 19th day of
August, 2014.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS AUGUST 19, 2014 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 amending Section 20.03.003 of the Code of Ordinances to change the speed limit on four (4) sections of South Major Drive

WORK SESSION

- * Review and discuss revisions to the Alcohol and Beverage Ordinance
- * Review and discuss a proposal by Alan B. Coleman, Mayor Pro-Tem, for the City to apply for grant funds to pay for the design of a healthy initiatives website to then be maintained by the City

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:

Robert "Bobby" Lorraine vs. City of Beaumont, Texas; Cause No. 122490

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 19, 2014

Consider amending Section 20.03.003 of the Code of Ordinances to change the speed limit on four (4) sections of South Major Drive



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: August 19, 2014

REQUESTED ACTION: Council consider an ordinance amending Title I Chapter 20 Section 20.03.003 of the Code of Ordinances that would change the speed limit on four (4) sections of South Major Drive.

BACKGROUND

Residents have requested an evaluation of the current posted speed limit on South Major Drive from College Street to Fannett Road. The Spot Speed study conducted by TxDOT recently in this area indicated that the majority of drivers are driving faster than the current speed limit. It is recommended that the speed limit and speed zone boundary be amended for South Major Drive by changing the speed limits by adding and reflecting such changes in the schedule of Chapter 20 Section 20.03.003 to read as follows:

<u>Street</u>	<u>Limits of zone</u>	<u>Dir. of Travel</u>	<u>Speed</u>
S. Major Dr.	(a) From the centerline of College Street to a point 1072 feet south of the centerline of College Street.	North and South	40
	(b) From 1072 feet south of the centerline of College Street to a point 259 feet south of the centerline of Washington Blvd.	North and South	50
	(c) From a point 259 feet south of Washington Blvd. to a point 4652 feet south of the centerline of Brooks Road.	North and South	60
	(d) From a point 4652 feet south of the centerline of Brooks Road to the centerline of Fannett Road.	North and South	50

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 20, SECTION 20.03.003 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS BY CHANGING AND ADDING SPEED LIMITS AND SPEED ZONE BOUNDARIES TO THE SCHEDULE FOR SOUTH MAJOR DRIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 20, Section 20.03.003 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by changing and adding speed limits and speed zone boundaries to the Schedule for South Major Drive to read as follows:

<u>Street</u>	<u>Limits of zone</u>	<u>Dir. of Travel</u>	<u>Speed In</u>	
			<u>Miles Per</u>	<u>Hour</u>
			<u>Max.</u>	<u>Min.</u>
S. Major Dr. (S.H. 364)	(a) From the centerline of College Street to a point 1072 feet south of the centerline of College Street.	North and South	40	
	(b) From 1072 feet south of the centerline of College Street to a point 259 feet south of the centerline of Washington Blvd.	North and South	50	
	(c) From a point 259 feet south of Washington Blvd. to a point 4652 feet south of the centerline of Brooks Road.	North and South	60	
	(d) From a point 4652 feet south of the centerline of Brooks Road to the centerline of Fannett Road.	North and South	50	

Section 2.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are

declared to be severable.

Section 3.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 4.

That any person who violates any provision of this ordinance shall, upon conviction, be punished, as provided in Section 1.01.009 of the Code of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of August, 2014.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss revisions to the Alcohol and Beverage Ordinance

ARTICLE 6.03 ALCOHOLIC BEVERAGES

Division 1. Generally

Sec. 6.03.001 Definitions.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Applicant. An individual that submits an original or renewal application for a permit. The applicant is the intended operator, occupant, or owner of the establishment.

City Manager. The City Manager of the City of Beaumont or the designated representative of the City Manager.

Chief Building Official. The Chief Building official for the City of Beaumont or the designated representative of the Chief Building official.

Church. A building, in possession of a certificate of occupancy, in which persons regularly assemble for purposes of religious worship, intended primarily for purposes connected with such worship or for propagating a particular form of religious belief.

Establishment. The intended site for which the permit will be issued.

Fire Chief. The Chief of the City of Beaumont Fire Department or the designated representative of the Chief of the Fire Department.

Occupant. An individual who occupies or exercises direct control of the establishment.

Operator. The manager or other natural person principally in charge of the establishment.

Owner. An individual who has an ownership interest in the establishment or receives an economic or monetary benefit from the establishment.

Permit. A current, valid permit issued by the City Manager pursuant to the terms of this Article to an applicant.

Permit Holder. A person how has been issued a permit pursuant to this Article.

Police Chief. The Chief of the City of Beaumont Police Department or the designated representative of the Chief of the Police Department.

Public Health Director. The Public Health Director for the Public Health Department for the City of Beaumont or the designated representative of the Public Health Director.

School. A building, in possession of a certificate of occupancy, where persons regularly assemble for the purpose of instruction or education together with the playgrounds, stadia and other structures or grounds used in conjunction therewith. The term is limited to:

- (1) Public and private schools used for primary or secondary education, in which any regular kindergarten or grades 1 through 12 classes are taught; and
- (2) Special education facilities in which students who have physical or learning disabilities receive specialized education in lieu of attending regular classes in kindergarten or any grades 1 through 12.

Division 2. Permits

Sec. 6.03.002 Permits.

- (a) It shall be unlawful for any operator, occupant, or owner of an establishment to do the following without first obtaining a permit issued pursuant to this Article by the City:
 - (1) Manufacture, distill, brew, sell, possess, import into this state, export from this state, transport, distribute, warehouse, or store any liquor or alcoholic beverage;
 - (2) Solicit or take orders for any liquor or alcoholic beverage; or
 - (3) Bottle, rectify, blend, treat, fortify, mix or process any liquor or alcoholic beverage.
- (b) A permit issued under this Article is non-transferable and non-refundable.

Sec. 6.03.003 Display.

It shall be unlawful for any operator, occupant, or owner of an establishment required to obtain a permit hereunder to fail to keep the same displayed in a conspicuous place at or near the principal public entrance in the establishment for which it was issued.

Sec. 6.03.004 Application, term.

- (a) A permit issued under this Article does not vest any property rights in the applicant or permit holder.
- (b) All permits, excluding mixed beverages and late beverages, shall be valid for a two (2) year period starting from the date of issuance.
- (c) Permits for mixed beverages and late beverages shall be valid for a three (3) year period and upon renewal shall be valid for a two (2) year period.

- (d) An application shall be made by the intended owner or operator of the establishment.
- (e) The application for permit shall be submitted with the prescribed fee as outlined in the fee schedule. The application must be completed for each location sought to be permitted. The following information is required in the application:
 - (1) Name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the proposed establishment, and if incorporated, the name registered with the Secretary of State;
 - (2) Name, address, and telephone number of the operator of the establishment to be permitted;
 - (3) Whether a previous permit of the applicant, or, if applicable, a corporate officer of the applicant, has been revoked within three (3) years of filing of the application; and
 - (4) A statement that all the facts contained in the application are true and correct.
 - (5) Proof of a valid state permit.

Sec. 6.03.005 Renewal.

- (a) An application for renewal must be submitted thirty (30) days before the expiration date of the existing permit to the City Manager on a form provided by the City for such purpose.
- (b) The renewal application must be submitted with the prescribed fee as designated in the fee schedule.
- (c) Applications submitted after the expiration date of the expiration date of the previous permit will be assessed a fifty dollar (\$50.00) penalty.

Sec. 6.03.006 Grounds for denial or revocation.

- (a) The City Manager shall refuse to approve the issuance or renewal of a permit or shall revoke a permit for one or more of the following reasons:
 - (1) A false statement as to a material matter made in an application for a permit;
 - (2) Revocation of a permit; pursuant to this Article, of the applicant or corporate officer of the applicant within three (3) years preceding the filing of the application.

Sec. 6.03.007 Appeal from denial or revocation.

If the City Manager denies, refuses to approve the issuance of a permit or the renewal of a permit to an applicant, or revokes a permit issued under this Article, this action is final unless the applicant or permit holder, within ten (10) days after the receipt of written notice of the action, files a written appeal to the City Council by delivering said notice to the City Clerk setting forth specific grounds for the appeal. The City Council shall either hear the appeal or select a hearing officer to preside over the appeal hearing. The City Council or hearing officer shall within fourteen (14) days of the notice of appeal grant a hearing to consider the action. The City Council and hearing officer have the authority to sustain, reverse, or modify the action appealed. The decision of either the City Council or hearing officer is final.

Sec. 6.03.008 Transfer of permit.

- (a) A permit issued under the provisions of this Article shall be specific to the establishment site and personal to the permit holder thereof and shall not be transferable or assignable.
- (b) Owners or occupants of multiple sites are required to have permits for each location.

Sec. 6.03.009 Replacement permits.

- (a) A replacement permit shall be issued to the original applicant for one lost, destroyed, or mutilated after a written application is submitted with a fee of fifteen dollars (\$15.00) to the City Manager on a form provided by the City for such purpose.
- (b) A replacement permit shall bear the same expiration date as the one it replaces.

Sec. 6.03.010 Occupation tax; permit fees.

- (a) There are hereby prescribed and levied occupation taxes or permit fees upon persons carrying on the business of manufacturing, distributing or dealing in alcoholic beverages, as described in this article, in an amount not to exceed one-half of the taxes or fees levied upon such business by the state.
- (b) The holder of a state retail dealer's on-premises late hours license shall pay to the city, before exercising any privilege by virtue of such late hours license, a fee not to exceed one-half of the state fee for such late hours license.
- (c) All taxes or fees for each place of business shall be paid in advance in compliance with the fee schedules authorized by the Texas Alcoholic Beverage Code.

Division 3. Inspections

Sec. 6.03.011 Inspections; compliance

- (a) The establishment shall conform to all zoning ordinances, building codes, health and sanitization codes and fire prevention codes of the City and comply with all federal, state and local ordinances and regulations relevant to the sale, manufacturing, or distributing of alcoholic beverages.
- (b) The Police Chief, the Fire Chief, the Chief Building Official, and Public Health Director shall have the right to immediate access to enter and inspect all manufacturing, distributing, and retailing establishments in possession of alcoholic beverages.
- (c) An owner, operator, occupant, or any person who does not allow immediate access to the establishment for the purpose of inspection commits an offense.

Sec. 6.03.012 Prohibited locations.

- (a) Except as otherwise provided by the Texas Alcoholic Beverage Code, it shall be unlawful for any person to sell or possess for the purpose of sale any alcoholic beverages where the establishment or place of business of any dealer is:
 - (1) Within three hundred (300) feet of a church or public or private school;
 - (2) Within one thousand (1,000) feet of a public school or a private school if the governing body of the city receives a request from the governing body of the private school or from the board of trustees of the school district under section 38.007, Education Code; or
 - (3) Within 1000 feet of a day care center or child care facility, as those terms are defined by section 42.002 of the Texas Human Resources Code.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church, public or private school, day care center, or child care facility shall be determined as described in sections 109.33 and 109.331 of the Texas Alcoholic Beverage Code, as amended.

Sec. 6.03.013 Responsibility of permit holder.

- (a) The permit holder shall within fourteen (14) days of the effective date notify the City Manager in writing of any changes to information submitted in the application.

- (b) Failure to notify the City Manager of changes may result in the revocation of the establishment's permit or the denial of the permit renewal.
- (c) The permit holder shall within fourteen (14) days of the effective date notify the City Manager of the establishment's closure.

Division 4. Enforcement

Sec. 6.03.014 Hours of operation

- (a) The city is hereby designated as an "extended (late) hours area," and the times permitted for consumption and possession of alcoholic beverages defined by section 105.06 of the Texas Alcoholic Beverage Code, as amended, are hereby adopted and made effective in the City.
- (b) The hours prescribed by section 105.05 of the Texas Alcoholic Beverage Code, as amended, for the sale of beer are hereby adopted and made effective in the City.
- (c) The hours prescribed by section 105.03 of the Texas Alcoholic Beverage Code, as amended, for the sale of mixed beverages are hereby adopted and made effective in the City.
- (d) It shall be unlawful for holders of package store permits as provided in the Texas Alcoholic Beverage Code to sell, offer for sale, or deliver any liquor:
 - (1) Between 9:00 p.m. of any day and 10:00 a.m. of the following day;
 - (2) On Sunday;
 - (3) On New Year's Day;
 - (4) On July fourth;
 - (5) On Labor Day;
 - (6) On Thanksgiving Day;
 - (7) On Christmas Day;
 - (8) On the following Monday when Christmas Day or New Year's Day falls on a Sunday.

Sec. 6.03.015 Violation of existing laws not authorized

Nothing herein shall be construed or have the effect to license, permit, authorize or legalize the sale, offer to sell, or delivery of any liquor of which is illegal or in violation of any ordinance of the City, any section of the Penal Code of this state, or the Constitution of this state.

Sec. 6.03.016 Penalties.

- (a) It shall be unlawful for an owner, operator, or occupant of an establishment not to maintain and display a valid permit issued by the City.
- (b) Except as otherwise provided by this section, if it be shown that a person has violated this Article, upon conviction, the defendant shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00).
- (c) Upon second conviction of a violation of this Article, the defendant shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than two hundred dollars (\$200.00).
- (d) Any violation charged pursuant to this section shall be independent of and may be in addition to any administrative penalties which may be imposed regarding the suspension, revocation or denial of any permit granted under this Article.

Sec. 6.03.017 Injunctions.

- (a) In addition to the fines and penalties provided in this Article, if it appears that a person has violated or is violating or is threatening to violate any provision of this Article, the City Attorney may institute a civil suit in a court of competent jurisdiction for injunctive relief to restrain the person from continuing the violation or threat of violation.
- (b) On application for injunctive relief and a finding that a person is violating or threatening to violate any provision of this Article, the court shall grant such injunctive relief as the facts may warrant.

Sec. 6.03.018 Strict enforcement.

All law enforcement personnel, inspectors, and other designated personnel shall carry out the provisions of this Article and may issue citations for violations of this Article. All law enforcement officers and representatives shall strictly enforce and prosecute the provisions of this Article, and court officials shall see that this Article receives strict interpretation and adjudication in a court of competent jurisdiction.

WORK SESSION

- * Review and discuss a proposal by Alan B. Coleman, Mayor Pro-Tem, for the City to apply for grant funds to pay for the design of a healthy initiatives website to then be maintained by the City