

BEAUMONT

TEXAS

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS SEPTEMBER 29, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – September 21, 2015
- * Confirmation of committee appointments

Debbie Rogers would be appointed as Resident-at-Large on the Animal Health Advisory Committee. The term would commence September 29, 2015 and expire September 28, 2017.
(Mayor Becky Ames)

Amy Hymel would be appointed as Resident-at-Large on the Animal Health Advisory Committee. The term would commence September 29, 2015 and expire September 28, 2017.
(Mayor Becky Ames)

- A) Approve Compensation for the City Manager
- B) Approve Compensation for the City Attorney
- C) Approve Compensation for the City Clerk
- D) Approve Compensation for the Chief Magistrate
- E) Approve a one year contract with the Art Museum of Southeast Texas for FY 2016
- F) Approve a one year contract with the Texas Energy Museum for FY 2016
- G) Approve a one year contract with BUILD, Inc., Beaumont Main Street for FY 2016
- H) Approve a one year contract with the Southeast Texas Arts Council for FY 2016
- I) Approve a one year contract with Beaumont Heritage Society/John Jay French Museum for FY 2016
- J) Authorize the City Manager to execute an Industrial District Contract with Slamback Partners

- K) Authorize the City Manager to execute all documents necessary, specifically a License Agreement, in order for the Beaumont Police Department to continue to maintain a Police Substation at Parkdale Mall
- L) Approve a six month contract for the purchase of liquid chlorine from Brenntag Southwest, Inc., of Houston for use by the Water Utilities Department
- M) Approve the write-off of uncollectible water accounts
- N) Authorize the City Manager to execute an agreement with Education First Federal Credit Union for the placement of fiber optic cable in public right-of-way

RESOLUTION NO.

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

THAT the following appointments be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Debbie Rogers	Animal Health Advisory Committee	09/29/2015	09/28/2017
Amy Hymel	Animal Health Advisory Committee	09/29/2015	09/28/2017

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

- Mayor Becky Ames -

September 29, 2015

Approve Compensation for the City Manager

The City Manager, Kyle Hayes, will receive a 2.5% increase to base wages which will be \$15,177.84 per month. The City Manager will receive a car allowance of \$833.33 per month and an administrative allowance of \$500 per month, which remain the same as in the previous year. The City of Beaumont will provide additional compensation in the annual amount of \$18,000 to the City Manager for contribution to a retirement account or program or other purpose of his choice. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the base wages of the City Manager, Kyle Hayes, will be \$15,177.84 per month. A car allowance will be \$833.33 per month. An administrative allowance will be \$500 per month. The City of Beaumont will provide additional compensation in the annual amount of \$18,000 to the City Manager for contribution to a retirement account or program or other purpose of his choice.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

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

- Mayor Becky Ames -

September 29, 2015

Approve Compensation for the City Attorney

The City Attorney, Tyrone E. Cooper, will receive a 2.5% increase to base wages. The City of Beaumont will make an annual contribution of \$24,000 to the International City/County Management Association's Deferred Compensation Program on his behalf. The City Attorney will receive a car allowance of \$833.33 per month and an administrative allowance of \$100.00 per month. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

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

THAT the base wages of the City Attorney, Tyrone E. Cooper, will be \$12,806.66 per month. A car allowance will be \$833.33 per month. An administrative allowance will be \$100.00 per month. The City of Beaumont will make an annual contribution of \$24,000 to the International City/County Management Association's Deferred Compensation Program on his behalf.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

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

- Mayor Becky Ames -

September 29, 2015

Approve Compensation for the City Clerk

The City Clerk, Tina Broussard, will receive \$7,004.16 per month in base wages. The City of Beaumont will make an annual contribution of \$10,000 to the International City/County Management Association's Deferred Compensation Program on her behalf. The City Clerk will receive an administrative allowance of \$100.00 per month. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the base wages of the City Clerk, Tina Broussard, will be \$7,004.16 per month. She is to also receive an administrative allowance of \$100 per month. The City of Beaumont will make an annual contribution of \$10,000 to the International City/County Management Association's Deferred Compensation Program on her behalf.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

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

- Mayor Becky Ames -

D

September 29, 2015

Approve Compensation for the Chief Magistrate

The City Magistrate, Craig Lively, will receive a 2.5% increase to base wages. He will also receive a car allowance of \$200.00 per month. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the base wages of the Chief Magistrate, Craig Lively, will be \$10,290.40 per month. A car allowance will be \$200.00 per month.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

BE IT FURTHER RESOLVED THAT the compensation rate for the part-time Magistrate position shall be \$300.00 per session.

This resolution shall be effective immediately upon passage.

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

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with the Art Museum of Southeast Texas in the amount of \$180,000 for FY 2016.

BACKGROUND

The City of Beaumont (City) and the Art Museum of Southeast Texas (AMSET) entered into a lease agreement on December 30, 1986 whereby the City and AMSET agreed to a 99-year lease on the land and building to be used as an art museum. The City supports AMSET with annual allocations, major maintenance on the facility in accordance with the lease agreement, and garbage removal. In return, AMSET is open to the general public and strives to provide programs and services to the entire community.

FUNDING SOURCE

\$80,000 from the Hotel Occupancy Tax Fund and \$100,000 from the General Fund.

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 one-year contract, substantially in the form attached hereto as Exhibit "A," between the Art Museum of Southeast Texas (AMSET) and the City of Beaumont in the amount of \$180,000 for FY 2016.

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

- Mayor Becky Ames -

AGREEMENT FOR THE OPERATION OF AN ART MUSEUM

WHEREAS, the Art Museum of Southeast Texas, a Texas non-profit corporation, hereinafter referred to as "Museum," and the City of Beaumont, a municipal corporation of the State of Texas, hereinafter referred to as "City," agree as follows:

1.

City hereby hires and engages Museum to operate an art museum open to the public on the premises leased from the City and described in the lease between the parties dated December 30, 1986 and made a part hereof for all purposes (herein "the premises"). Museum agrees to accept such hiring and hereby agrees to operate such art museum.

2.

This agreement shall be for a term of one year commencing October 1, 2015. The City agrees to pay museum the sum of Forty-Five Thousand Dollars (\$45,000) per quarter. Of the total annual sum of One-Hundred Eighty Thousand (\$180,000) Dollars, Eighty Thousand (\$80,000) Dollars will be derived from the Hotel Occupancy Tax authorized by Tax Code Section 351.001 et.seq. which requires that such funds be expended for arts and historical events or projects that directly enhance and promote tourism and the convention and hotel industry.

3.

Expenditure of the Eighty Thousand (\$80,000) Dollars from Hotel Occupancy Tax (HOT) funds shall be related to the purposes established by Tax Code Section 351.101(a)(4).

4.

Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of the Museum will attend the seminar.

5.

The Museum shall submit quarterly reports in the format provided by the City reflecting the activities of Museum as they relate to the HOT funds authorized in this contract.

6.

City or Museum may terminate this Agreement for cause if either party defaults in the performance of any covenant or condition of this Agreement. Prior to such termination City or Museum must provide the other party with written notice of such default and if the party does not cure the default within fifteen (15) days after the giving of notice the party giving such notice may terminate the Agreement by written notice.

7.

City shall allow Museum and its employees, volunteers, patrons and guests to use fifty (50) designated parking spaces in the City owned parking lot lying directly to the east across Main Street from the premises during periods of use of the premises. Otherwise such spaces may be used for City's Civic Center and theater event parking. In addition, the City shall provide free parking for buses transporting school children to the art museum. Said parking places to be as available and as directed by the City's Civic Center director at a site convenient to the Museum. Parking spaces on the

premises shall be available for City's use during periods when the premises are not in actual use.

8.

The Museum agrees to indemnify, hold harmless and defend, at its own expense, the City of Beaumont and its officers, agents, servants and employees, from and against any and all claims, causes of action and damages of every kind arising out of or in conjunction with the execution, performance attempted performance or non-performance of this contract or from the operations and actions of the Art Museum of Southeast Texas (AMSET), its officers, agents and employees and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees carried out under the terms of this agreement.

IN WITNESS, WHEREOF City and Museum have executed or caused to be executed by their authorized officers or agents this Agreement on the _____ day of _____, 2015.

CITY OF BEAUMONT

ART MUSEUM OF SOUTHEAST TEXAS

By: _____
Kyle Hayes
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Name: _____
Title: _____

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with the Texas Energy Museum in the amount of \$95,000 for FY 2016.

BACKGROUND

The City is entitled to utilize revenues derived from the hotel-motel occupancy tax for historic preservation and the promotion of tourism. The Texas Energy Museum meets the above criteria by highlighting the history, along with current developments, of the oil industry in the Southeast Texas region.

FUNDING SOURCE

Hotel Occupancy Tax Fund.

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 one-year contract, substantially in the form attached hereto as Exhibit "A," between the Texas Energy Museum and the City of Beaumont in the amount of \$95,000 for FY 2016.

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

- Mayor Becky Ames -

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

AGREEMENT

This agreement between the City of Beaumont, a municipal corporation, herein called "City," and the Texas Energy Museum, herein called "TEM," is as follows:

WITNESSETH:

WHEREAS, V.T.C.A., Tax Code Section 351.001 et.seq., authorizes the City to levy by ordinance, a hotel tax which may not exceed seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, V.T.C.A. Tax Code Section 351.101 (a)(5), authorizes the City to use a portion of the revenues derived from its hotel occupancy tax for historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums at or in the immediate vicinity of convention center facilities or located elsewhere in the municipality or its vicinity that would be frequented by tourists; and, for projects that directly enhance and promote tourism and convention activities.

WHEREAS, under the authority of V.T.C.A. Tax Code Section 351.101(a)(5), the City desires to provide financial assistance to TEM.

NOW, THEREFORE, the City and TEM agree as follows:

1. City agrees to pay to TEM the amount of Ninety-Five Thousand (\$95,000) Dollars. The payment provided for herein will be made quarterly in the amount of Twenty-Three Thousand Seven-Hundred (\$23,750) Dollars per quarter commencing October 1, 2015 from funds as available and collected from the hotel occupancy tax.

Any funds not expended by TEM will be retained by TEM to be reallocated for similar purposes by approval of City.

2. All expenditure of funds shall be reasonably related to the purposes established by V.T.C.A. Tax Code Section 351.101(a)(5).

3. The TEM is an independent contractor and is not an officer, agent or employee of the City.

4. In return for the payments provided for herein, TEM agrees to operate for the period October 1, 2015 to September 30, 2016.

5. The TEM shall submit quarterly reports in the format provided by the City reflecting the activities of TEM as they relate to this contract. The TEM shall submit such reports quarterly commencing January 15, 2016.

6. The City Manager of City or his designated representative shall, upon reasonable notice, have the right to inspect all books and records of the TEM.

7. Upon termination of this agreement or any extension thereof, unless it be renewed, the TEM shall deliver to the City all funds paid under this contract that it may have and all removable personal property that may have been purchased with funds derived from said tax.

8. Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of TEM will attend the seminar.

9. TEM agrees to indemnify, save harmless, and defend the City of Beaumont from any and all claims, causes of action and damages of every kind arising from the operations of TEM, its officers, agents and employees, including the officers, agents, and employees involved in TEM operation and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement.

EXECUTED this the _____ day of _____, 2015.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

TEXAS ENERGY MUSEUM, INC.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *YC*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with BUILD, Inc., Beaumont Main Street in the amount of \$75,000 for FY 2016.

BACKGROUND

The Beaumont Main Street program has established a partnership between public and private sectors that is dedicated to the revitalization of Beaumont's historic Central Business District. The annual contribution from the City will be matched with other local funds and used to promote downtown business development and retention.

FUNDING SOURCE

General Fund.

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 one-year contract, substantially in the form attached hereto as Exhibit "A," between BUILD, Inc., Beaumont Main Street and the City of Beaumont in the amount of \$75,000 for FY 2016.

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

- Mayor Becky Ames -

d) complying with all provisions of the Contract for Services - Urban Main Street program between BUILD and the Texas Historical Commission.

COMPENSATION

City hereby agrees to pay to BUILD during the term of this agreement Seventy-five Thousand Dollars (\$75,000) from the City's General Fund. BUILD agrees to raise at least Seventy-Five Thousand (\$75,000) in additional funding from the private sector to match the City's financial commitment.

DISBURSEMENT

Payment to BUILD will be made on a reimbursement basis and those payments will be supported by proper verifiable documentation.

RECORDS AND REPORTS

Quarterly progress reports detailing the activities and accomplishments of BUILD, emphasizing compliance with the Urban Main Street Program, will be due thirty (30) days following the end of the quarter beginning with the quarter ending December 31, 2015. In addition to said quarterly reports, BUILD will also provide an annual review related specifically to the Urban Main Street Program covering the period of this agreement due on October 31, 2016.

SUSPENSION AND TERMINATION

The term of this agreement will be October 1, 2015, through September 30, 2016. Suspension and/or termination may occur if BUILD fails to comply with any or all provisions of this agreement or for convenience.

INDEPENDENT CONTRACTOR

BUILD is an independent contractor and is not an officer, agent, or employee of the CITY.

ACCESSIBILITY OF RECORDS

The City retains the right to inspect and/or audit the records of BUILD, Inc. as they consider necessary to assure compliance with this agreement.

LOSS, DAMAGE, PERSONAL INJURY

BUILD agrees to indemnify, hold harmless and defend, at its own expense, the City of Beaumont and its officers, agents, servants and employees, from and against any and all claims, causes of action and damages of every kind arising out of or in conjunction with the execution, performance attempted performance or non-performance of this contract or from the operations and actions of BUILD, Inc., its officers, agents and employees and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees carried out under the terms of this agreement.

EXECUTED in duplicate originals this the _____ day of _____, 2015.

CITY OF BEAUMONT

By: _____
City Manager
"CITY"

ATTEST:

By: _____
City Clerk

BUILD, INC.
BEAUMONT MAIN STREET

By: _____
Executive Director
"BUILD"

ATTEST:

By: _____
Name: _____
Title : _____

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *lc*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with the Southeast Texas Arts Council (SETAC) in the amount of \$50,000 for FY 2016.

BACKGROUND

The City is entitled to utilize revenues derived from the hotel-motel occupancy tax to promote the arts. The city provides funding to SETAC to offset a portion of the production of the magazine "Off Ramp" highlighting local events and "Tear Off" Attraction Maps for distribution to hotels. Funds are also provided to SETAC as a flow-through to other programs and exhibitions that bring artists to the area and promote the rich musical heritage of the area. SETAC ensures Hotel Occupancy Tax funds are used appropriately by the receiver programs and exhibitions. Remaining funds are used for operating expenses.

FUNDING SOURCE

Hotel Occupancy Tax Fund.

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 one-year contract, substantially in the form attached hereto as Exhibit "A," between the Southeast Texas Arts Council (SETAC) and the City of Beaumont in the amount of \$50,000 for FY 2016.

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

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

This agreement between the City of Beaumont, a municipal corporation, herein called "City," and the Southeast Texas Arts Council, a Texas non-profit corporation, herein called "Council," is as follows:

WITNESSETH

WHEREAS, V.T.C.A. Tax Code Section 351.001 et.seq., authorizes the City to use revenue derived from its hotel occupancy tax "for general promotional and tourist advertising of the city and its vicinity and conducting a solicitation and operating program to attract conventions and visitors, either by the City or through contracts with persons or organizations selected by the City; and,

WHEREAS, V.T.C.A. Tax Code Section 351.101(a)(4), authorizes the City to use a limited portion of the revenue derived from its hotel occupancy tax for the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms; and, for projects that directly enhance and promote tourism and the convention industry.

WHEREAS, the Southeast Texas Arts Council is the proper organization to provide assistance in the responsible distribution of public funds for support of the arts in Beaumont;

Now, Therefore, the City and the Council agree as follows:

1. The payment of the total amount of Fifty Thousand (\$50,000) Dollars by City to Council will be made from funds as available and as collected from the Hotel Occupancy Tax. Payments of Four-Thousand One-Hundred Sixty-Seven Dollars (\$4,167) will be made monthly for eleven (11) months commencing October 1, 2015, and one final monthly payment of Four-Thousand One-Hundred Sixty-Three Dollars (\$4,163).

Any funds not expended for the projects and purposes approved will be retained by the Council to be reallocated for similar arts purposes by approval of the City.

2. All expenditure of funds from the Hotel Occupancy Tax shall be reasonably related to the purposes established by V.T.C.A. Tax Code 351.101(a)(4).

3. The Council is an independent contractor and is not an officer, agent or employee of the City.

4. The Council shall submit quarterly reports in the format provided by the City reflecting the activities of the Council as they relate to this contract. The Council shall submit such reports quarterly commencing January 15, 2016.

5. The City Manager or his designated representative shall, upon reasonable notice, have the right to inspect all books and records of the Council.

6. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination thirty (30) days in advance.

7. Upon termination of this agreement, unless it be renewed, the Council shall deliver to the City all funds paid under this contract that it may have and all removable personal property that may have been purchased with funds derived from said tax.

8. Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of the Council will attend the seminar.

9. Council agrees to indemnify, save harmless, and defend the City of Beaumont from any and all claims, causes of action and damages of every kind arising from the operations of Council, its officers, agents and employees, including the officers, agents, and employees involved in museum operation and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement.

EXECUTED this the _____ day of _____, 2015.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

SOUTHEAST TEXAS ARTS COUNCIL

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with Beaumont Heritage Society/John Jay French Museum in the amount of \$47,000 for FY 2016.

BACKGROUND

The City of Beaumont is entitled to utilize revenues derived from the hotel-motel occupancy tax for historic preservation and the promotion of tourism. John J. French, an early settler in Beaumont, built the Greek Revival home which has been faithfully restored. The home contains furniture and fixtures from the mid 19th century and is a tourist attraction for our city.

FUNDING SOURCE

Hotel Occupancy Tax Fund.

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 one-year contract, substantially in the form attached hereto as Exhibit "A," between the Beaumont Heritage Society/John Jay French Museum and the City of Beaumont in the amount of \$47,000 for FY 2016.

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

- Mayor Becky Ames -

STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

This agreement between the City of Beaumont, a municipal corporation, herein called "City," and the Beaumont Heritage Society operating the John J. French Museum, herein called "Museum," is as follows:

WITNESSETH:

WHEREAS, V.T.C.A., Tax Code Section 351.001 et.seq., authorizes the City to levy by ordinance, a hotel tax which may not exceed seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, V.T.C.A. Tax Code Section 351.101 (a)(5), authorizes the City to use a portion of the revenues derived from its hotel occupancy tax "for historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums at or in the immediate vicinity of convention center facilities or located elsewhere in the municipality or its vicinity that would be frequented by tourists; and,"

WHEREAS, under the authority of V.T.C.A. Tax Code Section 351.101(a)(5), the City desires to provide financial assistance to Museum for historical restoration, preservation, and tourism in Beaumont:

NOW, THEREFORE, the City and Museum agree as follows:

1. City agrees to pay to Museum the amount of Forty-Seven Thousand (\$47,000) Dollars. The payment provided for herein will be made quarterly in the amount of Eleven Thousand Seven Hundred and Fifty Dollars (\$11,750) per quarter commencing October 1, 2015 from funds as available and collected from the hotel occupancy tax.

Any funds not expended by Museum will be retained by Museum to be reallocated for similar purposes by approval of City.

2. All expenditure of funds shall be reasonably related to the purposes established by V.T.C.A. Tax Code Section 351.101(a)(5).

3. The Museum is an independent contractor and is not an officer, agent or employee of the City.

4. In return for the payments provided for herein, Museum agrees to operate for the period October 1, 2015 to September 30, 2016.

5. The Museum shall submit quarterly reports in the format provided by the City reflecting the activities of the Museum as they relate to this contract. The Museum shall submit such reports quarterly commencing January 15, 2016.

6. The City Manager of City or his designated representative shall, upon reasonable notice, have the right to inspect all books and records of the Museum.

7. Upon termination of this agreement or any extension thereof, unless it be renewed, the Museum shall deliver to the City all funds paid under this contract that it may have and all removable personal property that may have been purchased with funds derived from said tax.

8. Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of the Museum will attend the seminar.

9. The Beaumont Heritage Society agrees to indemnify, hold harmless and defend, at its own expense, the City of Beaumont and its officers, agents, servants and employees, from and against any and all claims, causes of action and damages of every kind arising out of or in conjunction with the execution, performance, attempted performance or nonperformance of this contract or from the operations and actions of the Beaumont Heritage Society/John Jay French Museum, its officers, agents and employees and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement.

EXECUTED this the _____ day of _____, 2015.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

BEAUMONT HERITAGE SOCIETY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

BEAUMONT

TEXAS

TO: City Council
FROM: Kyle Hayes, City Manager
PREPARED BY: Laura Clark, Chief Financial Officer *LC*
MEETING DATE: September 29, 2015
REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Slamback Partners.

BACKGROUND

Industrial District Contracts enable the City to collect payments in lieu of taxes from industries located outside the city limits but within the extra territorial jurisdiction of the city.

The City currently has a contract with Slamback Partners that will expire December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment for Slamback Partners is \$5,000.

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 an Industrial District Contract with Slamback Partners. The contract 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 29th day of September, 2015.

- Mayor Becky Ames -

STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

This Agreement is made under the authority of Section 42.044 of the Texas Local Government Code.

The parties to the Agreement are the City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "City," and Slamback Partners, hereinafter called "Company."

PREAMBLE

WHEREAS, the City has established an industrial district comprising a certain part of the extraterritorial jurisdiction of the City, such industrial district being known as the City of Beaumont Industrial District.

WHEREAS, Company owns land and/or improvements within the City of Beaumont Industrial District which are a part of the manufacturing, industrial, and refining facilities of said Company.

WHEREAS, the Company recognizes the benefits of this Agreement and an obligation to contribute to the revenue needs of said City in an amount commensurate with the burdens placed upon the City by reason of being located immediately adjacent to said City and benefits derived by the Company by reason of being located within the Industrial District.

In view of the above and foregoing reasons and in consideration of the mutual agreements herein contained, Company and City hereby agree as follows:

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this Agreement (herein "the properties").

2. By the term "Assessed Value" is meant the 100% valuation of the Company's properties, as determined by the Jefferson County Appraisal District for ad valorem tax purposes.

3. The term "Assumed City Taxes Due" shall be calculated by the following formula:

Assumed City Taxes Due:

$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$

4. Payment Procedures

The procedures for determining and making such payments shall be as follows:

(a) The payment for 2016 shall be due and payable on or before February 1, 2016.

The 2016 payment is calculated as follows:

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

$$\text{Year 1 } 80\% \text{ of Assumed City Taxes Due} = \text{2016 Payment}$$

Each October thereafter, the Chief Financial Officer of the City shall obtain the current Assessed Values set by the Jefferson County Appraisal District for the Company's Properties having taxable situs within the areas described in this Agreement. For example, in October, 2015, the 2015 assessed values shall be used in calculating the payment due February 1, 2016.

If the Assessed Values of the Properties for a tax year are in question and/or under litigation with the Jefferson County Appraisal District, payment shall be computed on the most recent certified Assessed Values of the Properties by the Jefferson County Appraisal District. The Company shall notify the City following resolution of the Assessed Value question and an adjustment for the payment, without interest, will be made within thirty (30) days following such resolution.

(b) After the Assessed Value of the Company's Properties has been determined, the annual payment due shall be calculated in accordance with the following schedule:

The 2016 annual payment shall be eighty percent (80%) of Assumed City Taxes Due. The 2017 and 2018 annual payments shall be 80% of Assumed City Taxes Due, except such payment shall not exceed or be less than the previous year's payment by more than ten

percent (10%). The ten percent will be applied to the payment made in 2015 for determining the effect on 2016 payment.

The 2019 through 2022 annual payments shall be seventy-five percent (75%) of Assumed City Taxes Due, except such payment shall not exceed or be less than the previous year's payment by more than seven percent (7%).

(c) City hereby agrees to bill Company for annual payments due hereunder on or before January 1 each year. Company shall pay such amount to City on or before February 1 each year. Upon receiving the annual payment due, the Chief Financial Officer of the City shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the Properties involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to the City had Company been in the city limits of City will be recaptured and paid to the City within sixty (60) days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

This instrument will reflect the intention of the parties hereto that this instrument shall govern and affect the properties of Company (facilities, real, personal, and mixed) located on Company's real property, as shown on the records of the Jefferson County Appraisal District, which are within the extraterritorial jurisdiction of the City of Beaumont.

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale of any or all of Company's property, including facilities, to any person or entity, if the value of such property substantially affects the current assessed value of the property as set forth by the Jefferson County Appraisal District. As to payments due under this Agreement, no such sale shall reduce the amount due the City under this Agreement until the purchaser of such property has entered into an agreement in lieu of taxes with the City that provides for a continuation of payments to City as if no such sale had been made. It is the intent of the parties that no sale of any of Company's properties will affect the amount to be paid to City under this Agreement.

ARTICLE IV

CITY'S OBLIGATIONS

1. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of lands or facilities or properties of said Company covered by this Agreement for the period of the Agreement except as follows:

(a) If the City determines that annexation of all or any part of the properties covered by this Agreement belonging to said Company is reasonably necessary to promote and protect the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with State law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such

annexation becomes effective if the annexation becomes effective after January 1st of said year.

(b) In the event any municipality other than the City attempts to annex separately or in the event the creation of any new municipality shall be attempted so as to include within its limits any land which is the subject matter of this Agreement, City shall, with the approval of Company, seek immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all costs of such action being borne equally by the City and by the said Company or Companies.

2. The City further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this Agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's properties located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V

TERMINATION OR BREACH

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the parties and that, therefore, in addition to any action at law for damages which either party may have, Company may enjoin the enactment or enforcement of any ordinance or charter amendment in violation of, or in conflict with, the terms of this Agreement and may obtain such other equitable relief, including specific performance of the Agreement, as is necessary to enforce its rights. It is further agreed that should this Agreement be breached by Company, the City shall be entitled, in addition to any action at law for damages, to obtain specific performance of this Agreement and such other equitable relief necessary to enforce its rights.

ARTICLE VI

AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "affiliates" and to any properties owned or acquired by said affiliates within the area described in Exhibit "A" to this Agreement and, where reference is made herein to the Properties owned by Company, that shall also include land, property and improvements owned by its affiliates. The word "affiliates" as used herein shall mean all companies with respect to which Company directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise the control over fifty percent (50%) or more of the stock having the right to vote for the election of directors.

ARTICLE VII

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016 and ending on December 31, 2022.

ARTICLE VIII

NOTICES

Any notice provided for in this Agreement, or which may otherwise be required by law, shall be given in writing to the parties hereto by certified mail addressed as follows:

TO CITY:

City Manager
City of Beaumont
801 Main Street
P. O. Box 3827
Beaumont, Texas 77704

TO COMPANY:

Slamback Partners
c/o Hal Bean
P. O. Box 430
Beaumont, Texas 77704-0430

ARTICLE IX

CONTINUATION

If this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not affect the right of City to any payment made or accruing to City hereunder prior to such adjudication, and this provision is intended to be an independent and separable provision not to be affected by such adjudication.

IN WITNESS THEREOF, this Agreement, consisting of 9 pages, is executed in duplicate counterparts as of this 9 day of Sept, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

SLAMBACK PARTNERS

By: *[Signature]*
GP

ATTEST:

[Signature]

BEAUMONT
— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: September 28, 2015

REQUESTED ACTION: Consider a Resolution authorizing the City Manager to execute all documents necessary, specifically a License Agreement, in order for the Beaumont Police Department to continue to maintain a Police Substation at Parkdale Mall.



BACKGROUND

The Beaumont Police Department has had a Police Substation at Parkdale Mall for approximately twenty-one (21) years.

FUNDING SOURCE

The total fee is one dollar. (\$1.00)

RECOMMENDATION

Approval of Resolution.

RESOLUTION NO.

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

THAT the City Manager is hereby authorized to execute all documents necessary to continue a License Agreement between the City of Beaumont and Parkdale Mall CMBS, LLC, by CBL & Associates Management, Inc., for the Police Substation located at Parkdale Mall. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

- Mayor Becky Ames -

LICENSE AGREEMENT

Revised: 4/13/2015

Unit/s:
H-848
Project #: 100-451
Deal Type: Inline

THIS LICENSE AGREEMENT, (the "Agreement"), is made this _____ day of _____, 20__, by and between PARKDALE MALL CMBS, LLC, a Delaware limited liability company by CBL & Associates Management, Inc., its managing agent ("Licensor") and City of Beaumont having offices at 225 College St. Beaumont, TX 77701, Contact: Kyle Hayes Phone: 409-880-3844 Mobile: E-Mail: ("Licensee").

It is understood and agreed that this Agreement is, and is intended to be a license, granting the Licensee permission to engage in certain acts upon the Licensor's premises, subject to the terms, conditions and limitations set forth herein. Licensor does not grant Licensee any permanent interest in Licensor's premises, land, building or other realty whatsoever, nor shall any other relationship between the parties, including, but not limited to that of landlord and tenant, principal, agent, partnership or joint venture be implied or created by virtue of this Agreement. In consideration of the agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

1. **License Area:** Licensee's rights under this Agreement shall be limited to the specific unit(s) containing the square feet identified in the chart below (the "Terms Chart) and as shown on Exhibit A, attached hereto and made a part hereof ("License Area"), in Parkdale Mall Beaumont, TX (The "**Shopping Center**") located at 6155 Eastex Fwy. Suite #200 Beaumont, TX 77706-6797. Licensee shall have no right to use any other area of Licensor's premises, other than common areas open to the general public. Whenever in this Agreement the term "License Area" is used, such term shall refer individually to each unit, and collectively to all of the units listed below during the respective periods as shown in the Terms Chart, as applicable.

2. **Duration:** With respect to each License Area, Licensee's rights under this Agreement, including the payment of Minimum Fees and Additional Fees, including Percentage Rent, shall commence on the Start Date listed in the Terms Chart (the "**Commencement Date**"), and shall end on the End Date listed in the Terms Chart (the "**Expiration Date**"), unless the License referenced in this Agreement is revoked earlier by Licensor. With respect to each License Area, Licensor shall not be liable to Licensee in damages or otherwise for any delay in the Commencement Date, regardless of cause. In the event Licensee opens for business prior to the Start Date below, monthly Minimum Fees and Additional Fees due as of the date of opening, will be adjusted and Licensee will be billed accordingly.

Terms Chart

Unit	Square Footage	Start	End
H-848	800.00	10/1/2015	9/30/2016

3. **Use; Trade Name:** The License Area shall be occupied and used by the Licensee solely for the purpose of using the premises as a police department substation for shift changes, report writing, phone work, etc. The premises shall not be used as a jail and for no other purpose whatsoever. Licensee shall provide, store and/or stock in the License Area only such services and merchandise as Licensee is permitted to offer for sale in the License Area pursuant to this Agreement. Licensee shall occupy and use the License Area only under the trade name of Police Substation, which shall not be changed without Licensor's prior written consent.

4. **Fees:** Licensee shall pay Licensor, without notice, demand, deduction or setoff, at Parkdale Mall CMBS, LLC PO Box 74942 Cleveland OH 44194-4942 or such other location as Licensor may specify, by certified check or money order on or before the Commencement Date and on the first day of each month thereafter:

Minimum Fee(s):	Unit	Start Date	End Date	Fee	Total Fee
Base Rent L. A.	H-848	10/01/2015	09/30/2016	\$1.00	\$1.00

Should Licensee fail to pay when due any installment of Fees including Minimum Fees, Additional Fees, Percentage Rent, or any other sum payable to Licensor under the terms of this Agreement, then from and after the date on which any such sum shall be due and payable, a Late Charge of Two Hundred Dollars (\$200.00) for such failure to cover the extra expense involved in handling such delinquency shall be paid by Licensee to Licensor.

5. **Utilities:** Licensee shall be solely responsible for and shall promptly pay for all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water, gas, electricity, fire alarm, burglar alarm, telephone, television, cable, internet, wifi, or other data service, sewer and any other service or utility used in or upon or furnished to the License Area, including any such services supplied by Licensor, in which case fees for such services shall be included as Additional Rent.

6. **Damage Deposit:** Licensee deposits herewith the sum of \$0.00, due upon Licensee's execution of this Agreement unless otherwise noted, Waived as a damage deposit as a surety for the performance by Licensee of the terms of this Agreement under which Licensee may be in default or for any sum which Licensor may expend by reason of Licensee's default in respect of any of the terms of this Agreement including any damages which may result to the License Area or any other portion of the Shopping Center. Within 30 days after the expiration or earlier termination of the term of this Agreement there shall be an accounting with payment to Licensor or reimbursement to Licensee, as the case may be, of the aforesaid sum. As used in this paragraph, the term "expiration" shall mean the latest End Date listed in the Terms Chart.

7. **Condition of License Area:** Licensee has inspected each License Area identified in the Terms Chart, and accepts each "as is" with no representation or warranty by Licensor regarding the condition of the License Area or its suitability for Licensee's use or occupation thereof. Licensor has no obligation to secure or repair the License Area unless the obligation is set forth in this Agreement.

8. **Licensee's Construction, Design and Merchandising Requirements:** All costs and expenses (including permits or licenses) attributable to the construction of the License Area by Licensee shall be borne by Licensee. Licensee shall not commence construction of the License Area or make any alterations or additions to the License Area without first obtaining Licensor's written approval of the location, scope and design, which may be withheld in Licensor's sole discretion, nor shall Licensee perform any work prior to the execution of this Agreement. All Licensee work and any signage or visual displays shall be in accordance with the design criteria and requirements set forth in the Rider. Licensee understands and agrees to implement visual merchandising recommendations of Licensor and change visual merchandising presentation as requested by Licensor.

9. **Permits and Taxes:** Licensee shall be responsible for obtaining any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on at or for the use of the License Area. No unlawful activities shall be permitted in the use of the License Area. The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted. Any and all taxes, fees and assessments which may be levied or assessed on the assets, business or capital of Licensee, by any duly constituted government authority, and any taxes, fees for use, copyright or license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof, shall be borne by Licensee.

10. **Operating Requirements:** The License Area shall remain open for business at all times designated by Licensor. With respect to each License Area identified in the Terms Chart, Licensee shall operate in the entire License Area continuously and uninterruptedly while this Agreement is in effect, and in a first class manner. Licensee shall observe all operating rules and regulations for the Shopping Center and Licensee's occupancy therein which Licensor may promulgate from time to time, including but not limited to the rules set forth in Exhibit B attached hereto and incorporated herein. Licensee acknowledges and recognizes that its failure to continuously operate during the hours stipulated by Licensor or to observe the rules will cause a loss of goodwill to Licensor by the Shopping Center's customers and other uncertain damages to Licensor which are not easily ascertainable, and for each License Area where Licensee fails to operate, Licensee hereby agrees to pay Licensor \$100.00 per day as liquidated damages, and not as a penalty, for any period of noncompliance. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the License Area.

11. **Repair and Maintenance:** Licensee shall maintain, at its sole cost and expense, the License Area in good condition and make all necessary replacements and repairs to the License Area except for structural repairs. In addition to all other remedies of Licensor, if Licensee does not complete its obligations to repair and maintain the License Area, or if Licensor, in the exercise of its sole discretion, determines that emergency repairs are necessary, or repairs or replacement of any portion of the License Area or the Shopping Center are made necessary by any act, omission, or negligence of Licensee or its agents, employees, contractors, or assignees, then in any such event, Licensor may make such repairs, maintenance, or replacements without liability to Licensee for any loss or damage to Licensee, its merchandise, fixtures, or other property, or to Licensee's business by reason of such repair, maintenance, or replacement. Upon completion of any such repair, maintenance, or replacement Licensee shall pay upon demand, as additional fees, Licensor's costs for making such repairs, maintenance, or replacements together with Licensor's administrative costs related thereto which amount shall equal 20% of the total cost of the repair, maintenance, or replacement. Furthermore, Licensee shall immediately notify Licensor of any defects or unsafe conditions in the common areas immediately adjacent to the License Area.

12. **Insurance:** With respect to each License Area identified in the Terms Chart,

(a) Licensee shall obtain and provide, on or before the earlier of the commencement of the Term or Licensee's entering the License Area for any purpose, and keep in force at all times thereafter, the following insurance coverage's with respect to the License Area at Licensee's sole cost and expense: (i) Commercial General Liability Insurance, with contractual liability endorsement, relating to the License Area and its appurtenances on an occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, death and property damage; (ii) Property Insurance, and such other coverage's as Licensor may reasonably elect to require in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein; (iii) Business Interruption Insurance covering those risks referred to in (ii) above in an amount equal to all Minimum Annual Rent and other sums payable under this Agreement for a period of twelve (12) months commencing with the date of loss; (iv) as required by the law of the State where the License Area are located, Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Licensee or any repair or alteration authorized by this License or consented to by Licensor, and all employees and agents of Licensee with respect to whom death or bodily injury claims could be asserted against Licensor or Licensee

with Employer's Liability Insurance with limits of not less than One Million Dollars \$1,000,000.00 per accident or disease; (v) Automobile Liability coverage with a \$1,000,000.00 combined single limit, including coverage for hired and non-owned vehicles; and (vi) such other insurance as may be carried on the License Area and Licensee's operation thereof, as may be determined by Licensor.

(b) Before undertaking any alterations, additions, improvements, or construction, Licensee shall obtain at its expense a commercial general liability insurance policy insuring Licensee and Licensor against any liability which may arise on account of such proposed alterations, additions, improvements, or construction on an occurrence basis with the minimum limits set forth hereinabove.

(c) All of the aforesaid insurance shall be written by one or more A.M. Best Rated A-/VII or better insurance companies licensed in the state where the Shopping Center is located and in form satisfactory to Licensor and shall be written in the name of Licensee with Licensor (and any designee(s) of Licensor) named as Additional Insured, except the Worker's Compensation Insurance required by subparagraph (a)(iv) above for which Licensee shall not be required to name Licensor and its designees as Additional Insured's. All such insurance required in this Section 12 may be carried under a blanket policy covering each License Area and any other of Licensee's stores. All such insurance shall contain endorsements that such insurance may not be cancelled or amended with respect to Licensor (or its designees) except upon thirty (30) days' prior written notice to Licensor (and any such designees) by the insurance company. Licensee shall be solely responsible for payment of premiums and that Licensor (or its designees) shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by such policy, Licensor (or its designees) shall be paid first as their interests may appear by the insurance company for Licensor's loss. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Licensee's liability hereunder. Licensee shall deliver to Licensor at least fifteen (15) days prior to the time such insurance is first required to be carried by Licensee, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a stamped certified true duplicate original or a certificate of insurance on all policies procured by Licensee in compliance with its obligations hereunder, together with evidence satisfactory to Licensor of the payment of the premiums therefor. If Licensee fails to obtain and provide any or all of the aforesaid insurance, then Licensor may, but shall not be required to, purchase such insurance on behalf of Licensee and add the cost of such insurance as additional rent payable with the next installment of Minimum Fee(s).

(d) Licensor shall not be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that the Licensee will look solely to its insurer for reimbursement. Licensee shall not be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy (whether or not such coverage is in effect), no matter how caused, it being understood that Licensor will look solely to its insurer for reimbursement.

13. **Indemnity:** With respect to each License Area identified in the Terms Chart, starting on the date Licensee first uses or occupies the License Area, Licensee shall defend, indemnify and hold harmless Licensor, its managers, parents, subsidiaries, employees and affiliates from and against any and all liabilities, claims, actions, liens, demands, expenses, fees, fines penalties, suits, proceedings, actions, causes of action, judgments, loss, or injury to property or persons of any and every kind resulting or occurring by reason of the construction, use, or occupancy of the License Area by Licensee, including all costs, expenses, and reasonable attorney fees. The provisions of this section shall survive the expiration or earlier termination of this License.

14. **Relocation:** Licensor reserves the right to move, relocate, adjust or substitute the License Area, in Licensor's sole discretion by providing 24 hours' advance written notice of relocation. Licensor shall make reasonable efforts to do so in such a way as to be least disruptive to Licensee's business operations.

15. **Revocation and Remedies:** (a) The License granted by virtue of this Agreement may be revoked by Licensor in its entirety or at Licensor's option, with respect to any License Area, in Licensor's sole discretion for any reason, including, but not limited to the specific grounds set forth in subsection (b) below, upon not less than 24 hours' notice to Licensee.

(b) If (a) Licensee fails to perform any of the terms, conditions, or covenants of this Agreement; or (b) in the event there shall be filed by, or against, Licensee in any court pursuant to any statute, either of the United States or any State, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) reorganization, (iv) appointment of a receiver, (v) any arrangement of the bankruptcy acts, or a similar type of proceeding; or (c) Licensee fails to pay, when due, any payment required hereunder; or (d) Licensee abandons or vacates a License Area; or (e) in the event of any other default by Licensee under this Agreement or any other agreement between Licensee (or any affiliate of Licensee) and Licensor (or any affiliate of Licensor); then in any such event Licensee's rights hereunder shall cease and, Licensor may at its option (1) immediately revoke and terminate this Agreement with respect to any or all License Areas identified in the Terms Chart, and upon demand Licensee agrees to immediately surrender possession of the License Area in question to the Licensor; and/or (2) make demand for immediate payment of all current and future fees and any other monetary obligations due hereunder; and/or (3) re-enter the License Area and remove all persons and/or any property therefrom, by any suitable action or proceeding at law.

(c) Upon service of the notice of revocation from Licensor, Licensee shall: (i) remove all of Licensee's property, including, but not limited to inventory and trade fixtures from Licensor's premises within the time period set forth in the notice; (ii) upon demand of Licensor, pay all current and future charges due under this Agreement; (iii) reimburse Licensor for all reasonable attorney fees and court costs incurred as the result of Licensor enforcing its rights under this Agreement. Licensor's rights and remedies under this Agreement are cumulative. All rights and remedies of Licensor herein or at law and in equity are cumulative. With respect to any litigation arising out of this Agreement, Licensee hereby expressly waives the right to a trial by jury and the right to file noncompulsory countersuit or crossclaim against Licensor.

(d) **Licensee** shall not be entitled to reimbursement or compensation for any purported claim, cost, fee, charges, damages or losses sustained as the result of any revocation by **Licensor**.

16. **Obligation upon Expiration:** For each License Area identified in the Terms Chart, upon the Expiration Date or earlier revocation of this Agreement, **Licensee** shall immediately remove all of **Licensee's** property, including, but not limited to inventory and trade fixtures, repair any damage caused by such removal and peaceably yield up the License Area clean and in good order, repair and condition. If **Licensee** shall fail to do so, **Licensor** shall be entitled to additional fees equivalent to 125% of the total Minimum Fee specified herein, assessed in daily increments as 1/30th of the total monthly amount. **Licensee** shall also reimburse **Licensor** for any court costs and reasonable attorney fees incurred as the result of **Licensee's** failure to vacate the License Area upon the Expiration Date. Personal property of **Licensee** not removed within two 2 days of such Expiration Date or earlier revocation shall become the property of **Licensor**, at **Licensor's** option without liability to **Licensee** therefore. If **Licensee** has the right to use and occupy a License Area for multiple periods of time, then **Licensee's** obligations and **Licensor's** rights in this Section 16 shall apply as to each End Date.

17. **Liability of Licensor:** There shall be no personal liability of **Licensor** with respect to this Agreement. If a breach by **Licensor** occurs, **Licensee** shall look solely to the equity of **Licensor** in the Shopping Center for the satisfaction of **Licensee's** remedies. **Licensor** shall not be responsible or liable for, and **Licensee** hereby expressly waives, all claims against **Licensor** for injury to persons or damage to **Licensee's** property on the License Area, regardless of the cause. **Licensee's** property in the License Area or the Shopping Center shall be there at **Licensee's** sole risk. **Licensor**, its agents, and employees shall not be liable for, and **Licensee** waives, all claims for loss or damage to **Licensee's** business or damage to person or property sustained by **Licensee** or any person claiming by, through or under **Licensee** resulting from any accident or occurrence in, on, or about the License Area or any other part of the Shopping Center, including, without limitation, claims for loss, theft, or damage resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the License Area, or any other part of the Shopping Center or from the pipes, appliances, or plumbing or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, or by any act, omission, or negligence of other licensees or any other persons or occupants of the Shopping Center or of adjoining or contiguous buildings, of owners of adjacent or contiguous property, or the public, or by operations in the construction of any private, public, or quasi-public work; or any other cause of any nature. To the maximum extent permitted by law, **Licensee** agrees to use and occupy the License Area, and to use such other portions of the Shopping Center as **Licensee** is herein given the right to use, at **Licensee's** own risk.

18. **Subordination; Definition of Licensor:** **Licensor** is or may be a party to certain documents, as amended from time to time, with a ground lessor, mortgagee or beneficiary of **Licensor**, department stores, mall tenants, and others. This Agreement is subject and subordinate to all the provisions in those documents, as amended from time to time. The term "**Licensor**" means only the owner, or mortgagee in possession for the time being of the building in which the License Area is located or the owner of a leasehold interest in said building and/or the land thereunder so that in the event of sale of said building and/or an assignment of this Agreement by **Licensor**, and/or a demise of said building and/or the land, **Licensor** shall be and hereby is entirely freed and relieved of all obligations of **Licensor** hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s), or lessee(s) that the purchaser, assignee, or lessee has assumed and agreed to observe and perform all obligations of **Licensor** hereunder. Furthermore, it is specifically understood and agreed that **Licensor's** rights, privileges, duties, and obligations may be administered by **Licensor's** designee, including, but not limited to, **Licensor's** agent, and that such designee shall have the full authority of **Licensor** hereunder to perform all of **Licensor's** functions hereunder including, but not limited to, the execution of this Agreement and any other related documentation.

19. **Notices:** Whenever in this Agreement it shall be required or permitted that notice be given or served by either party to this Agreement or on the other, such notice, shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail or nationally recognized overnight courier, addressed to the parties at the addresses set forth above. Either party may change such address by written notice sent as required in the foregoing sentence. **Licensor** may also provide notice to **Licensee** by personally delivering such notice to the Licensed Area.

20. **Assignment and Subletting:** **Licensee** shall not sell, assign, mortgage, pledge or transfer this License or any interest therein nor sublet all or any part of the License Area, nor license concessions or departments therein, without **Licensor's** prior written approval, which may be withheld or granted in **Licensor's** sole and absolute discretion, for any reason or no reason whatsoever.

21. **Non-Waiver Provision:** The failure of **Licensor** to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that **Licensor** may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

22. **Binding Agreement:** This Agreement contains all the covenants, promises, agreements, conditions, and understandings between **Licensor** and **Licensee**. There are no other, either oral or written, between them other than those set forth in this Agreement. This Agreement may not be modified in any manner other than by a written agreement signed by **Licensee** and **Licensor**, or any successor, designee, or assignee of **Licensor**. The terms, conditions and covenants set forth herein shall inure to the benefit of and be binding upon **Licensee** and **Licensor**, or any successor, designee or assignee of **Licensor**.

23. **Confidentiality:** **Licensee** and its agents and employees shall keep and hold in strict confidence all of the terms of this Agreement including, but not limited to, the amount and/or manner of payment of fees and all items of additional charges and the formulations thereof, the use of the License Area, the duration of the license, and all other terms and conditions herein.

24. **OFAC Representation:** Licensee hereby represents and warrants to Licensor that Licensee is not, and shall not become, a person or entity with whom Licensor is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (collectively, "OFAC's Regulations") and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. Licensor hereby represents and warrants to Licensee that Licensor is not, and shall not become, a person or entity with whom Licensee is restricted from doing business with under OFAC's Regulations and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

25. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, all of which shall together constitute one and the same Agreement, shall be binding on the signatories, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart. Photocopies, facsimile signatures, or signatures sent via portable document format (PDF), shall be deemed as valid as an original.

26. **Rider and Exhibits to Agreement:** Certain Exhibits and Rider are attached to this Agreement and are hereby made a part hereof. Any conflict or inconsistency between the terms of the main body of this Agreement and the terms of the Exhibits or Rider shall be resolved in favor of the terms of the Rider or Exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written, each acknowledging receipt of an executed copy hereof.

LICENSOR:

PARKDALE MALL CMBS, LLC, a Delaware limited liability company

by CBL & Associates Management, Inc., its managing agent

By: _____

Print Name: Norma Garza

Its: _____

Date: _____

LICENSEE:

City of Beaumont

By: _____

Print Name: _____

Its: _____

Date: _____

RIDER TO LICENSE AGREEMENT

Revised: 4/13/2015

Project #: 100-451

Deal Type: Inline

Per Section 26 of the License Agreement (the "Agreement"), any conflict or inconsistency between the terms of the main body of the Agreement shall be resolved in favor of the terms of the Rider or Exhibits.

Addendum to License Agreement between the City of Beaumont and Parkdale Mall

18. The Following Paragraphs of the License Agreement between the City of Beaumont and Parkdale Mall are deleted and are inapplicable: Paragraph 5 (Utilities), Paragraph 12 (Insurance), Paragraph 13 (Indemnity), Paragraph 23 (Confidentiality). The City of Beaumont will provide a letter of self-insurance upon request.

19. The minimum fee end date set forth in section 4 will be December 30, 2015.

20. The Liquidated damages provision in Paragraph 10 is deleted and is inapplicable.

21. The relocation provision in Paragraph 14 is amended so as to provide 30 days advanced written notice to Licensee of relocation, instead of 24 hours written notice. Further, since Licensee has already expended substantial funds making required construction upgrades to the currently occupied leased space, Paragraph 14 is amended so as to provide that any relocation of Licensee will be to a comparable space which will not necessitate Licensee making any further or similar construction upgrades.

Exhibit B

Rules and Regulations

Licensee shall use and occupy the License Area in a careful, safe and proper manner and shall keep the License Area in a clean and safe condition in accordance with this License, local ordinances, and the directions of public officers. **Licensee** shall comply with all rules, regulations and instructions of **Licensors**, including, without limitation, the following:

(1) All signage located in and upon the License Area shall be approved by **Licensors** prior to installation or placement. All signs, placards, banners, pennants, or other advertising matter shall be prepared in a professional manner and in no event shall be handwritten. **Licensee** shall display an approved sign depicting its approved trade name.

(2) **Licensee** shall not display merchandise on or outside the boundaries of the License Area. The outside areas immediately adjoining the License Area shall be kept clear at all times by **Licensee**, and **Licensee** shall not place nor permit any obstructions, garbage, refuse, merchandise, or displays, or racks, in such areas.

(3) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for that purpose by **Licensors**.

(4) All garbage and refuse shall be kept in the kind of container specified by **Licensors**, and shall be placed and prepared for collection in the manner and at the times and places specified by **Licensors**. If **Licensors** shall provide or designate a service for picking up refuse and garbage, **Licensee** shall use same at **Licensee's** cost. **Licensee** shall pay the cost of removal of any of **Licensee's** refuse and garbage, and maintain all common loading areas in a clean manner satisfactory to the **Licensors**. **Licensee** shall use any trash compactor **Licensors** provides for the general use of **Licensee** or licensees in a designated area of the Shopping Center. Notwithstanding the foregoing provision, if **Licensee** qualifies as a generator of medical waste, then **Licensee** shall be solely responsible for causing compliance with all federal, state and local laws, whether existing now or established in the future, relating in any way to the storage, containment, treatment, transfer, transportation and disposal of medical waste (including the use of licensed medical waste management companies), and shall hold **Licensors** harmless for **Licensee's** noncompliance or violations thereof. For purposes hereof, "medical waste" means any solid, semisolid or liquid waste, which is generated in the diagnosis, treatment (e.g., provisions of medical services) or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals. "Generator" means any person or entity whose act or process produces medical waste as hereinbefore defined.

(5) No loudspeakers, televisions, phonographs, cd players, DVD players, cassette players, radios, flashing lights, or other devices shall be used in a manner so as to be heard or seen outside of the License Area. No electronic or communication devices shall be used in the License Area or in connection therewith which interrupt or interfere with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or of the neighborhood in which the Shopping Center is located.

(6) **Licensee** shall not conduct or permit any fire, bankruptcy, relocation, liquidation, retirement, moving, auction, or "going out of business" sale (whether real or fictitious) in the License Area, or utilize any unethical method of business operation. **Licensee** shall not use the License Area as a clearance, outlet or wholesale center.

(7) **Licensee** shall not carry on any trade or occupation or operate any instrument or equipment, which emits an odor or causes a noise discernible outside of the License Area.

(8) **Licensee** shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center.

(9) **Licensee** and **Licensee's** employees shall not park their cars in those portions of the parking area designated for customer parking by **Licensors**. If **Licensee** or **Licensee's** employees park in portions of the parking area designated for customer parking, **Licensors** may, in addition to its other remedies, have such cars removed at **Licensee's** expense.

(10) **Licensee** and **Licensee's** employees shall maintain a neat and appropriate appearance and dress, and are expected to operate in a dignified, ethical, manner.

(11) **Licensee** shall display its customer sales return policy.

(12) **Licensee** shall not permit loitering at the License Area.

(13) **Licensee** shall furnish **Licensors** with emergency telephone numbers and a forwarding address.

(14) Due to the lack of on-site storage facilities, acquisition of outside storage shall be **Licensee's** responsibility.

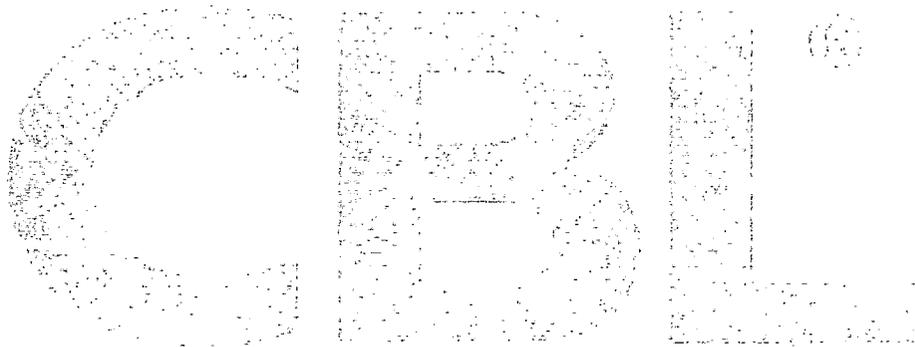
(15) **Licensee** shall be solely responsible for policing its location against theft, loss, or damage to its property and/or merchandise. Under no circumstance shall **Licensors** be held liable for such theft, loss, or damage.

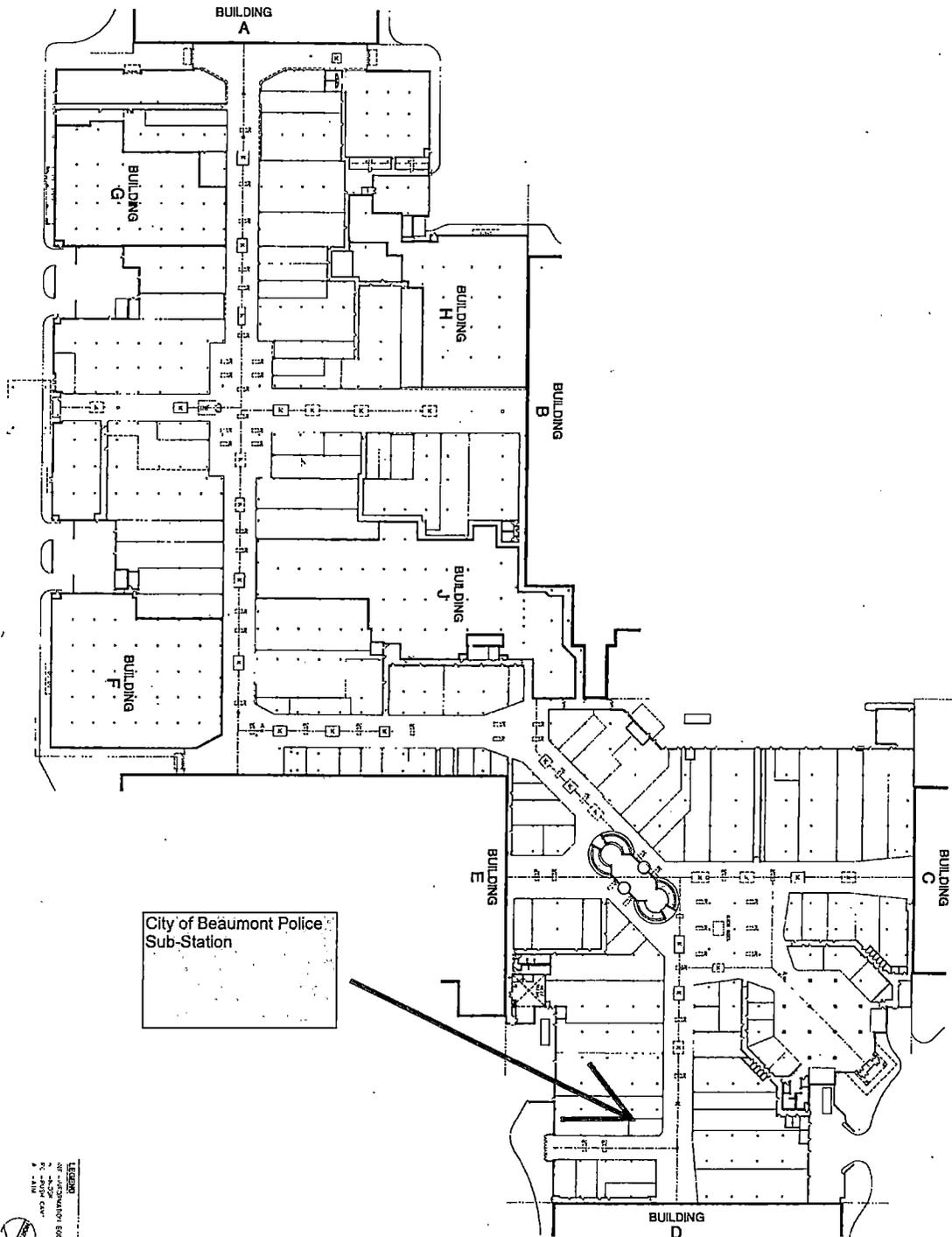
(16) **Licensee** shall not harm the License Area, commit waste, create nuisance, make any use of the License Area which is offensive in **Licensor's** sole opinion, nor do any act tending to injure the reputation of the Shopping Center. **Licensee** shall not make alterations or additions to the License Area, nor permit the making of holes in the walls, partitions, ceilings, or floors, nor permit the painting or placing of exterior signs, placards, or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or on the License Area, without the prior written consent of **Licensor** which may be withheld in **Licensor's** sole discretion. **Licensee** shall comply with all laws, ordinances, orders, and regulations affecting the use or occupancy of the License Area.

(17) **Licensee** shall not violate applicable federal and state laws prohibiting the sale or display of products, which infringe on the trademarks or copyrights of others.

(18) Smoking, including "vaping and the use of electronic cigarettes, and the use of tobacco products are only permitted in designated areas of the Shopping Center, and are specifically prohibited in the common areas (except for any areas specially designated for smoking, vaping and use of tobacco), tenant spaces, and enclosed portions of the Shopping Center.

In the event **Licensee** fails to comply with such rules and regulations or any of the other covenants set forth herein after twenty-four (24) hours' notice from **Licensor** of this non-compliance (which notice may be oral or in writing), then **Licensee** shall pay to **Licensor** as additional fees the sum of one hundred dollars (\$100.00) for each violation, acceptance of such fees to be without prejudice to any other rights or remedies available to **Licensor**. Each day on which a violation occurs or continues shall be a separate violation.





City of Beaumont Police
Sub-Station

LEGEND
 - - - - - INFORMATION ONLY
 --- --- --- CONSTRUCTION
 --- --- --- WALL
 --- --- --- CURB
 --- --- --- DRIVE
 --- --- --- SIDEWALK
 --- --- --- DRIVE

1/8" = 1' PLOTTED ON A1
 04/10/2005

- NOTES**
1. THIS CHASOT IS DIAGRAMATIC AND INTENDS ONLY FOR THE PURPOSE OF INDICATING THE LOCATION OF THE LEASE PREMISES IN THE PROJECT. IT DOES NOT PURPORT TO SHOW EXACT OR FINAL LOCATIONS OF THE EXISTING, DIVISION WALLS, BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, OR RELATED ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PAVING, LOT, HIGHWAY OR FUTURE ELEMENTS. THE LANDLORD RESERVES THE RIGHT TO ELIMINATE OR ADD AND TO MAKE CHANGES IN THE SIZE OR LOCATION OF SUCH ELEMENTS AS MAY BE REQUIRED FROM TIME TO TIME.
 2. THE LEASED PREMISES ARE MEASURED TO THE CENTER LINE OF WELSHON AND PARTY WALLS AND TO THE EXTERIOR FACE OF THE EXTERIOR WALLS, CORRIDOR WALLS AND TO THE WALL LEASE LINE.
 3. WHERE CODES REQUIRE ALCOVES FOR EXIT DOORS AND SERVICE OR FIRE CORRIDORS, SUCH ALCOVES SHALL BE CONSIDERED AS PART OF THE LEASED PREMISES.

PARKDALE MALL
 BEAUMONT, TEXAS

EXHIBIT "A"

BEAUMONT

TEXAS

L

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution approving a six (6) month contract for the purchase of liquid chlorine from Brenntag Southwest, Inc., of Houston in the estimated amount of \$85,950 for use by the Water Utilities Department.

BACKGROUND

Liquid Chlorine is used to purify the City's water supply, and to treat sewage discharge. The Water Utilities Department expects to purchase approximately one-hundred fifty (150) tons of this material during the term of this contract.

Bids were requested from six (6) vendors; two (2) vendors responded. Brenntag Southwest, Inc., responded with a bid of \$573.00 per ton. This represents a \$195.10/ton (51%) increase in the price of this material over the last contract. Brenntag Southwest, Inc., is the current holder of this and other chemical contracts with the city and has performed satisfactorily. There are no local vendors of this commodity.

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution.



CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION

Bid Name: Six Month Contract for Water Treatment Chemical - Liquid Chlorine
Bid Number: BF0815-38
Bid Opening: Thursday, September 10, 2015
Contact Person: Robert (Bob) Hollar, Buyer II
rhollar@ci.beaumont.tx.us
Phone: 409-880-3758

Vendor		DXI Industries		Brenntag, Inc.		
City / State		Houston		Houston		
Phone or Fax No.						
ITEM	DESCRIPTION	QTY	Unit Price	Extended Price	Unit Price	Extended Price
1	Liquid Chlorine	150	\$ 715.00	\$ 107,250.00	\$ 573.00	\$ 85,950.00
TOTAL BID			\$	107,250.00	\$	85,950.00
Cylinder rental			n/a		n/a	
Cylinder Deposit			n/a		n/a	

NOTE: AWARDED VENDOR IS HIGHLIGHTED.
No Response: FSTI, GC3, DXI
No Bid: Univar

RESOLUTION NO.

WHEREAS, bids were solicited for a six (6) month contract for the purchase of liquid chlorine for use by the Water Utilities Department; and,

WHEREAS, Brenntag Southwest, Inc., of Houston, Texas, submitted a bid in the unit amount shown below:

VENDOR	TONS	PRICE / TON	TOTAL
Brenntag Southwest, Inc. Houston, TX	150	\$573.00	\$85,950.00

; and,

WHEREAS, City Council is of the opinion that the bid submitted by Brenntag Southwest, Inc., of Houston, Texas, should be accepted;

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

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

THAT the bid submitted by Brenntag Southwest, Inc., of Houston, Texas, for a six (6) month contract for the purchase of liquid chlorine in the unit price shown above for an estimated total expenditure of \$85,950.00 be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Brenntag Southwest, Inc. for the purposes described herein.

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

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *lc*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution approving the write-off of uncollectible water accounts totaling \$23,588.94 for which each individual account exceeds \$1,000.

BACKGROUND

This request is in accordance with the City's current write-off policy as previously approved by City Council. The policy gives Council the final authority to write-off an individual account receivable identified as uncollectible with a balance due that exceeds \$1,000.00. All accounts have been terminated for at least one year and collection efforts have been unsuccessful. The termination dates for these accounts range from April of 2013 through March of 2014. A detailed report is attached.

A customer with a written off account will not be able to obtain new water service with the City until the delinquent balance has been paid. If at any time it is determined such a customer is associated with a new or an existing account, the written off amount will be reinstated and transferred to that account for payment.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT, in accordance with adopted policy, the Council hereby approves the write-off of uncollectible water accounts totaling \$23,588.94 for which each individual account exceeds \$1,000, as shown on Exhibit "A," attached hereto.

PASSED by the City Council of the City of Beaumont this the 29th day of September, 2015.

- Mayor Becky Ames -

CUSTOMER ID/NAME MAILING ADDRESS LOCATION ID/LOCATION ADDRESS	ALTERNATE CUSTOMER ID	PHONE NUMBER	MISCELLANEOUS INFORMATION	TRANSACTION DATE	TRANSACTION AMOUNT	CURRENT BALANCE	TERMINATION DATE	TOTAL CREDIT OFFENSES	HELD	LOCATION EXCEPTION
416197 AUSTIN JR, ERVIN 2960 SABINE PASS AVE BEAUMONT TX 77701-8547 123102 2960 SABINE PASS AVE				9/21/15	1,326.14	1,326.14	5/08/12	9	YES	
47885 CLARK, YOLANDA EVETTE 645 IRMA ST BEAUMONT TX 77701-5424 172152 645 IRMA ST	020710624915			9/21/15	1,386.59	1,386.59	2/12/14	9	YES	
150063 EDWARDS, ANNETTE 3995 ECTOR ST BEAUMONT TX 77705-3534 414622 3995 ECTOR	060881856309			9/21/15	1,305.26	1,305.26	5/14/13	122	YES	
422665 FREEMAN, ANTHONY J 4360 CONGRESS ST BEAUMONT TX 77705-3533 148132 4360 CONGRESS ST				9/21/15	1,087.48	1,087.48	4/12/13	11	YES	
423211 HILL, KELTON G 5945 COLE RD BEAUMONT TX 77706-6505 422000 5945 COLE				9/21/15	2,172.43	2,172.43	9/25/13	25	YES	
72905 JOSEPH, GWENDOLYN MARIE 4215 IRONTON ST BEAUMONT TX 77703-2123 213796 1655 GUY CIR	030180896911			9/21/15	1,093.75	1,093.75	7/16/13	16	YES	
233609 LEWIS, RHONDA C 1000 DOUCETTE ST BEAUMONT TX 77701-7309 410762 1000 DOUCETTE	081023024907			9/21/15	1,419.11	1,419.11	7/08/13	14	YES	
419987 METZER CONSTRUCTION CO 2055 SILBER RD STE 100 HOUSTON TX 77055-2646 458256 6025 METROPOLITAN DR				9/21/15	3,728.96	3,728.96	6/21/13	2	YES	
420627 MILES JR, RICKY N 2680 LUCAS W BEAUMONT TX 77706-7811 421322 2680 LUCAS W				9/21/15	1,331.26	1,331.26	8/21/13	17	YES	
427283 MORRIS, ASHIANA M 4075 AGNES ST BEAUMONT TX 77703-2425 405120 4075 AGNES ST				9/21/15	2,620.84	2,620.84	3/31/14	10	YES	

EXHIBIT "A"

PREPARED 9/22/15, 10:36:59
 PROGRAM UT212L
 City of Beaumont - Customer Service

COLLECTION REPORT
 COLLECTION AGENCY - > \$1000 -COUNCIL APPROVAL

CUSTOMER ID/NAME MAILING ADDRESS LOCATION ID/LOCATION ADDRESS	ALTERNATE CUSTOMER ID	PHONE NUMBER	MISCELLANEOUS INFORMATION		TERMINATION DATE	TOTAL CREDIT OFFENSES	HELD	LOCATION EXCEPTION
	TRANSACTION DATE	TRANSACTION AMOUNT	CURRENT BALANCE					
424997 NASH, CHELSEA L 1695 PAULINE ST BEAUMONT 155258 1695 PAULINE ST	TX 77703-3507							
	9/21/15	1,070.02	1,070.02		9/27/13	13	YES	
395173 ROSALES, RUBEN R 870 MONTERREY DR BEAUMONT 426320 2046 GRAND ST A	TX 77706-5435							
	9/21/15	1,279.75	1,279.75		3/25/14	17	YES	
406407 TAYLOR JR, DANIEL L 3008 CARTWRIGHT ST BEAUMONT 159294 3008 CARTWRIGHT ST	TX 77701-6520							
	9/21/15	1,358.35	1,358.35		9/09/13	14	YES	
395893 THE NEW RIDGEWOOD OF BMT ATTN:ACCTS MANAGER 3120 SMITH ST TEXARKANA 408126 2520 I H 10 E	TX 75501-4083							
	9/21/15	2,409.00	2,409.00		12/12/13	60	YES	
*** COLLECTION AGENCY TOTALS- NO. OF CUSTOMERS- DELETED RECORDS	14	23,588.94	23,588.94					
		.00	.00					

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an agreement with Education First Federal Credit Union for the placement of fiber optic cable in public right-of-way.

BACKGROUND

Education First Federal Credit Union is requesting to route 60 feet of fiber optic cable across Rosedale Drive, a public right-of-way. The fiber optic cable will run service from their existing location at 6885 Eastex Freeway to a new building located at 7025 Eastex Freeway.

FUNDING SOURCE

Education First Federal Credit Union will pay the City of Beaumont an initial application fee of \$500.00 and an annual fee of \$105.00 (\$1.75 per linear foot).

RECOMMENDATION

Approval of resolution.

PUBLIC RIGHT-OF-WAY USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Education First Federal Credit Union desires to use certain public right-of-way within the City of Beaumont for the purposes set forth below; and,

WHEREAS, it is the position of the City of Beaumont that Education First Federal Credit Union must obtain a license in order to use the public right-of-way; and,

WHEREAS, the City Council of the City of Beaumont has determined that it is appropriate to make the following agreement with Education First Federal Credit Union; and,

NOW, THEREFOR;

The City of Beaumont, hereinafter called "City" for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, hereby agrees with Education First Federal Credit Union that Education First Federal Credit Union may lay, maintain, operate, replace or remove a fiber optic communication system (the "system") for the transportation of communications in, on, under or across the streets, alleyways and easements set forth in Exhibit "A" and situated in the City of Beaumont, Jefferson County, Texas, as more specifically set out herein and subject to the following conditions:

- (a) The system shall be installed in such a manner as has been approved by the City Engineer and/or the Texas Department of Transportation, if applicable, so that the finished installation shall, in no way, interfere with the use of the public streets and alleys by the public. Permits shall be obtained by Education First Federal Credit Union contractor from the Public Works Department of the City prior to any installation, maintenance or removal requiring excavation.

- (b) The system shall be buried at a depth of no less than thirty (30) inches unless otherwise authorized by the City Engineer and/or the Texas Department of Transportation, if applicable. The system is to be installed a minimum of thirty-six inches (36") below the existing flow line of the adjacent drainage ditch, when crossing or placed in said ditch. Education First Federal Credit Union will notify the Public Works Department of the City of Beaumont prior to installation of the system under this agreement, and shall obtain City permits at a cost not to exceed a one-time charge of Ten Dollars (\$10) plus Five Dollars (\$5) for each day of construction.
- (c) The installation and operation of the system shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, water lines, or other facilities.
- (d) The system shall be installed in such a manner as to provide a twelve (12) inch vertical clearance and a thirty-six (36) inch horizontal clearance with existing water or sanitary sewer lines.

All excavations within the right-of-way shall be backfilled in accordance with City Standards. All surplus material shall be removed from the right-of-way.

- (f) Excavations necessary for the installation, repair or maintenance of the system shall be performed in such a manner as will cause the least inconvenience to the public and Education First Federal Credit Union shall promptly restore to as good a condition as before and to the reasonable satisfaction of the City Engineer and/or the Texas Department of Transportation, all streets, alleys, or easements, excavated by it.
- (g) The system will be installed in accordance with the drawings approved by the City and to the specifications which set out the specific location, depth, method of construction, etc., of the installation.
- (h) Construction along roadways shall be performed in such a manner that excavated materials shall create the minimum hazard and obstruction. All property where operations are performed will be restored to original condition or better. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of the system.
- (i) Any installation which takes place in, on, under, above, or across property which is not owned by the City or not a City easement or right-of-way shall require additional permission by the owner(s) of the property involved. Approval of this license agreement excludes permission to do any installation on property which is not owned by the City of Beaumont.
- (j) Barricades, warning signs, lights, and flagmen will be provided and

installed in accordance with the Texas Manual of Uniform Traffic Control Devices (current edition) by Education First Federal Credit Union contractor when, in the opinion of the City Engineers, such is necessary for the safe installation of the system. Education First Federal Credit Union or its contractor will provide supervision of the work which is knowledgeable in the standards referred to above. Nothing herein is to be construed as prohibiting the use by Education First Federal Credit Union or its contractor of additional barricades, warning signs and lights or flagmen as be necessary. In the event Education First Federal Credit Union or its contractor does not comply with the barricading standards, the City Engineer may order Education First Federal Credit Union and its contractor to stop work; but only until compliance is achieved.

- (k) City reserves the right to lay and to permit to be laid sewer, gas, water and other pipes and cables, and to do or permit to be done any municipal underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any of said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Education First Federal Credit Union for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Education First Federal Credit Union rights to recover damages against any contractor or third party who may be responsible for damages to Education First Federal Credit Union facilities.
- (l) If the City requires Education First Federal Credit Union to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other underground or aboveground structure owned by the City, on alternative right-of-way provided by the City, Education First Federal Credit Union shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City at no additional charge to Education First Federal Credit Union. If these requirements impose a financial hardship on Education First Federal Credit Union, Education First Federal Credit Union shall have the right to present alternative proposals for the City's consideration. If the City requires Education First Federal Credit Union to remove, alter, change, adapt or conform its facilities to enable any other corporation or person, except the City, to use, or to use with greater convenience, any public right-of-way, Education First Federal Credit Union shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse Education First Federal Credit Union for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of Education First Federal Credit Union facilities; provided, however, the City shall never be liable for such reimbursements.

- (m) Education First Federal Credit Union shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the installation, maintenance, operation, repair or removal of the system by Education First Federal Credit Union, except to the extent arising from the sole negligence, or wanton conduct or gross negligence of the City of Beaumont, its employees or agents. Neither party shall be liable to the other for any consequential, special, or indirect damage hereunder.
- (n) If the system or any part thereof installed by Education First Federal Credit Union shall be in any respect damaged or injured by the City or any public entity in connection with any construction or maintenance of any public facility, Education First Federal Credit Union shall not be entitled to prosecute or maintain a claim against the City or such public agency unless such damage is occasioned by the City or such public agencies wanton conduct or gross negligence. However, nothing contained in this paragraph shall prevent Education First Federal Credit Union from prosecuting or maintaining a claim against a private contractor employed by the City or such entity.
- (o) Recovery by Education First Federal Credit Union for damages that occur to Education First Federal Credit Union facilities, as a result of an adjoining residential homeowner's attempt to construct improvements to his frontage shall be limited to actual damages only and no loss of revenue as damages. Any additional cost shall be borne by Education First Federal Credit Union.
- (p) The system shall be maintained and operated in such a manner as to cause no damage to public facilities. Damage to public facilities occasioned by such maintenance and operation shall be at Education First Federal Credit Union expense. Such damages shall be limited to actual damages and no loss of revenue damages.
- (q) Education First Federal Credit Union contractors shall furnish the City with a certificate of insurance issued by an insurer acceptable to the City showing that the permittee has in force, and will maintain in force during the construction of the system, liability insurance of not less than \$1,000,000 for any one accident and property damage insurance of not less than \$1,000,000, or to applicable City insurance requirements, at the time of such construction. Such insurance shall be maintained in force during the life of the project and no modifications or change of insurance coverage and provisions shall be made without ten (10) days written advance notice to the City.
- (r) Education First Federal Credit Union shall make payment to the City of Beaumont as follows:
- initial agreement fee of \$500.00, payable upon execution of this agreement;

- annual fee of \$1.75 per linear foot in the City right-of-way which sums shall be upon execution of agreement and each year thereafter. Said parties shall confer and negotiate in good faith on a new rate on or after January 1, 2019, to become effective January 1, 2020, and every ten (10) years thereafter.
 - inspection, engineering and other costs during the period of initial construction in the amount of \$500.00, payable upon receipt of invoice.
- (s) Actual expenses of inspection incurred by the City in connection with maintenance of the system by Education First Federal Credit Union (except as provided in Paragraph k) shall be reimbursed to the City by Education First Federal Credit Union upon written request therefore, which shall include evidence of such costs.
- (t) Education First Federal Credit Union agrees that it shall mark the location of its system within forty-eight (48) hours after receipt of notification of proposed construction. Education First Federal Credit Union maintains a toll-free telephone number to be called for location of the system. Should Education First Federal Credit Union fail to locate the system for the City within forty-eight (48) hours of request duly acknowledged, Education First Federal Credit Union shall pay a late charge of Five Hundred Dollars (\$500) per day. In the event of a dispute concerning notice, Education First Federal Credit Union audio tape of telephone messages shall provide proof of notification, which tapes will be made available upon request. Alternatively, notice may be shown by delivery of a certified letter to Education First Federal Credit Union.
- (u) Education First Federal Credit Union, at no cost to the City, shall keep in the City and make available upon request, complete "as built" drawings clearly showing locations and depth of all facilities. Such drawings shall be provided to the City within sixty (60) days after completion of the project.
- (v) This agreement may not be assigned by Education First Federal Credit Union to any other company or legal entity without the prior written approval by the City of Beaumont's Public Works Director, except that Education First Federal Credit Union may assign its rights and obligations under this agreement to Education First Federal Credit Union parent, subsidiary, affiliate or successor entity without such consent, so long as the parent, subsidiary, affiliate or successor (1) assumes all obligations of Education First Federal Credit Union under this agreement; and (2) is bound to the same extent as Education First Federal Credit Union, and (3) the City is notified of the assignment within sixty (60) days and is furnished a written document within which the assignee assumes all obligations under this

license.

- (w) Should any other company or legal entity, other than Education First Federal Credit Union or Education First Federal Credit Union parent, subsidiary, affiliate or successor as authorized in section (v), use the system installed under this agreement under the rights granted herein without notification of the City of Beaumont's Public Works Director, such use shall be a violation of this agreement and Education First Federal Credit Union will cease all use of the system and the City may take steps necessary to enforce a cancellation of this agreement, including removal of some portion or all of the system upon thirty (30) days written notice to Education First Federal Credit Union.

The City shall give Education First Federal Credit Union written notice of any violation of this agreement. If Education First Federal Credit Union fails to correct such violation within sixty (60) days of such notice, this agreement shall be immediately terminated upon said sixtieth day. Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, postage prepaid with return receipt requested.

Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont
Public Works Department
PO Box 3827
Beaumont, Texas 77704
(409) 880-3725

Education First Federal Credit Union
President/CEO
7025 Eastex Freeway
Beaumont, Texas 77706
(409) 898-3770

NOTICE PURSUANT TO PARAGRAPH "S" SHALL BE GIVEN AS FOLLOW:

The above-stated addresses may be changed to such addresses as the parties may from time to time designate by written notice. Commencement of work on the fiber optic system by Education First Federal Credit Union after the date of this agreement shall be construed as evidence of Education First Federal Credit Union acceptance and approval of the conditions above set forth.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

This agreement embodies the entire agreement between the parties hereto and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein. This agreement may be amended or supplemented only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this day of _____, 2015.

THE CITY OF BEAUMONT

By: _____
Kyle Hayes, City Manager

ATTEST:

City Clerk

By: _____
Title: _____

ATTEST:

EXHIBIT "A"

Education First Federal Credit Union

Fiber Optic Installation

Total Linear Feet 60



BEAUMONT

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS SEPTEMBER 29, 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 1-10 and 12/
Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to execute a collective bargaining agreement with Beaumont Professional Firefighters' Local 399
2. Consider an ordinance amending the FY 2015 Budget
3. Consider amending Section 22.05.211(b) (1) (A) of the Code of Ordinances to increase garbage rates
4. Consider authorizing the City Manager to receive funding through the Department of Homeland Security Supplemental 2015 Port Security Grant Program
5. Consider a resolution approving the purchase of a new Vactor 2100 sewer cleaning truck from Kinlock Equipment, Inc., of Houston for use by the Water Department
6. Consider a resolution rejecting all bids for the Fire Station No. 1 Project, Bid No. PW0615-09
7. Consider a resolution rejecting a bid for the Asphalt Repairs for Various Locations Project, Bid No. PW0185-12
8. Consider a resolution rejecting all bids for the Beaumont Municipal Airport Improvements (Construction of 12,000 SF Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and Removal of 2 existing T-Hangars) Project, Bid No. PW0615-07

9. Consider a resolution approving a contract with BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project
10. Consider a resolution granting a new solid waste transportation service agreement

PUBLIC HEARING

- * Receive comments related to the mandatory payment rate for the Local Provider Participation Fund (LPPF) for FY 2016
11. Consider setting the mandatory payment rate related to the Local Provider Participation Fund (LPPF) for FY 2016

WORK SESSION

- * Review and discuss amending an existing ordinance to remove the structure located at 3180 Robinhood as a substandard structure
12. Consider amending Ordinance No. 14-009, to remove the demolition order for the structure at 3180 Robinhood and instead order that the property owner enter into a work program within ten (10) days and complete the work program within one-hundred fifty (150) days or the property be demolished without further notification

WORK SESSION

- * Review and discuss the City of Beaumont's Emergency Management Plan

PUBLIC HEARING

- * Receive comments related to the City of Beaumont's Emergency Management Plan

WORK SESSION

- * Review and discuss a proposed change by Jefferson County regarding the collection of city warrants and bonds at the County Jail

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:

James Mathews vs. City of Beaumont, Texas; A-192,887

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.

September 29, 2015

Consider a resolution authorizing the City Manager to execute a collective bargaining agreement with
Beaumont Professional Firefighters' Local 399

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute a collective bargaining agreement with Beaumont Professional Firefighters' Local 399.

BACKGROUND

The current labor agreement with Beaumont Professional Firefighters' Local 399 will expire on September 30, 2015, and staff has been working with members of Local 399 on a new labor agreement.

The proposed agreement is structured as a five-year agreement providing for the following wage increases: 2.5% effective October 1, 2015; 2% effective October 1, 2016; 2.5% effective October 1, 2017; 2% effective October 1, 2018; 2.5% effective October 1, 2019.

In the event the Union increases its contribution to the fire pension to fifteen and one-half percent (15.5%) to be effective October 1, 2017, the City agrees to increase its contribution to the fire pension to the same amount.

Incentive pay for members in the Joint Training Program with the Beaumont Emergency Medical Services Division or Operations personnel routinely delivering Advanced Life Support (ALS) would increase to \$75 per month for EMT-Intermediates and \$100 per month for Paramedics.

A provision for bilingual pay has been added to the labor agreement for members of the bargaining unit proving proficiency in Spanish, Vietnamese, or Sign Language.

The one-time payment for receiving an Associate Degree has been increased to \$500 and education pay of \$200 per month for Bachelor Degree holders and \$250 per month for Master's Degree holders has been added to the agreement in lieu of receiving educational reimbursement pay.

All other major provisions of the labor agreement remain the same.

The proposed labor agreement is attached for your review.

FUNDING SOURCE

General Fund.

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 collective bargaining agreement, substantially in the form attached hereto as Exhibit "A," with the Beaumont Professional Firefighters' Local 390 commencing October 1, 2015 and expiring September 30, 2020.

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

- Mayor Becky Ames -

CITY OF BEAUMONT AND
BEAUMONT FIREFIGHTERS' LOCAL 399
CONTRACTUAL AGREEMENT
FEBRUARY 13, 2008 — SEPTEMBER 30, 2012
October 1, 2012 to September 30, 2015
October 1, 2015 to September 30, 2020

EXHIBIT "A"

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THE STATE OF TEXAS
COUNTY OF JEFFERSON

AGREEMENT

This agreement is made and entered into by and between the City of Beaumont, a municipal corporation domiciled in the State of Texas, herein referred to as the "EMPLOYER," and Local 399, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "UNION."

ARTICLE I.
INTENT AND PURPOSE

It is the general purpose of this agreement to promote the mutual interests of the EMPLOYER and the UNION; to provide for equitable and peaceful adjustments of differences which may arise; to establish proper standards of wages, hours and other conditions of employment which will provide and maintain a sound economic basis for the delivery of public services; and to provide for the operation of the services delivered by the City under methods which will further, to the fullest extent possible, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to service. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE II.
RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all permanent paid firefighters in the Fire Department, excluding the Fire Chief.

Under no circumstances shall anyone inside the bargaining unit bargain for themselves or attempt to bargain individually with another bargaining unit member without the written consent of the UNION. In the event that legislation is amended or changed to redefine the composition of the bargaining unit, the parties will comply on the effective date of any such federal or state legislation.

Section 2. The UNION recognizes the designated representative or representatives of the EMPLOYER as the sole representative of the EMPLOYER for the purpose of collective bargaining.

ARTICLE III. DISCRIMINATION

Section 1. The EMPLOYER agrees not to discriminate against any employee for his activity in behalf of, or membership in, the UNION. The UNION agrees that it will not coerce or intimidate any employee into joining the UNION. The UNION and EMPLOYER recognize that no employee is required to join the Union, but that each employee has the right to choose of his own free will whether he will or will not join the Union. The UNION further agrees that there will be no interference with the free right of any employee of the EMPLOYER to enter and leave its premises and property unmolested and without harassment.

Section 2. It is the mutual obligation of the EMPLOYER and the UNION to assure that no employee shall be subject to any discrimination because of race, religion, color, creed, disability, sex, or national origin.

ARTICLE IV.
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the City of Beaumont shall have direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay-off or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work, the determination of the size of the work force, the assignment of work to employees within the department, the determination of policy affecting the selection of new employees, the right to establish work performance measurements and standards where no such measurements or standards exist, and to revise these or existing measurements and standards if required and to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs. The above rights are vested exclusively in the EMPLOYER, as are all other rights excluding those rights which are superseded by this Collective Bargaining Agreement and state and federal statutes.

ARTICLE V.
GENERAL PROVISIONS

Section 1. Parking. The EMPLOYER shall provide, without cost, to employees on duty adequate parking space to all Fire Department facilities and fire stations.

Section 2. Bulletin Boards

A. The EMPLOYER agrees to provide space for bulletin boards, which may be used exclusively by the Union for the following notices:

1. Notices of Union meetings;
2. Notices of Union elections and the result where they pertain to the EMPLOYER's employees;
3. Notices of Union recreational and social events;
4. Other notices concerning Union affairs.

B. It is agreed that all other notices, prior to being posted, shall be submitted to the EMPLOYER for its approval.

C. It is further agreed that all notices including those posted by the UNION as provided for herein and those posted by the EMPLOYER shall not be mutilated, destroyed, or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

D. The UNION agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the EMPLOYER.

E. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the EMPLOYER's premises other than as herein provided.

Section 3. Copies of Agreement. The EMPLOYER agrees to furnish one copy of this agreement to the UNION.

ARTICLE VI.
UNION BUSINESS

Section 1. A written list of Union stewards and other officers and representatives

shall be furnished to the Fire Chief immediately after their designation and the UNION shall notify the Fire Chief of any changes provided that the UNION shall not request time off for more than one steward for each shift.

Section 2. The UNION President or his designee shall be granted reasonable time off during working hours to investigate and process grievances, to attend civil service, arbitration, or court hearings and to represent Unit employees in disciplinary action provided that the President or his designee shall request permission from the Fire Chief or in his absence his designee. Such permission shall not be withheld except in emergencies. Whenever possible, notification is to be made prior to or at the beginning of a shift.

Section 3. Off-duty employees shall not reside or loiter on department premises, but will be allowed to enter the premises for access to their own locker, posting bulletins, processing grievances, delivering notices, or departmental business, provided their presence does not interfere with the operation of the department.

Section 4. No more than two (2) members of the UNION negotiating team shall be allowed time off for all meetings which are mutually set by the EMPLOYER and the UNION and for purposes of ratification of labor agreements.

Section 5. Except as otherwise herein provided, the internal business of the UNION shall be conducted during non-duty hours of the employees involved.

Section 6.

A. UNION officers and/or elected delegates shall be granted time to attend job-related conferences and seminars without loss of pay.

B. Except as provided in Subsection A, the UNION will request the EMPLOYER for time off for any other number of members to attend job-related seminars, which permission may be granted or denied by the EMPLOYER.

ARTICLE VII.
SENIORITY, PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1. At the completion of an employee's probationary period, continuous service for purposes of seniority shall date from the first day of employment for Grade I. Seniority shall be from date of promotion in all other grades.

Section 2. Lateral transfers within the department will be made by the EMPLOYER on the basis of seniority unless there are overriding merit considerations. The EMPLOYER shall post and maintain a list of vacated positions for a period of at least ten (10) days. Vacated positions may be temporarily filled for such periods. Applications for vacated positions shall be submitted in writing to the Chief.

Section 3. The Assistant Chief will be appointed by the Fire Chief. Chief Officers currently serving the department are eligible for such appointment.

ARTICLE VIII.
NO STRIKE - NO LOCKOUT

Section 1. The UNION agrees that during the term of this agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing on the EMPLOYER's premises, or any other form of work stoppage or interference with the business of the City, and will cooperate with the EMPLOYER in preventing and/or halting any such action. The EMPLOYER agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this agreement.

Section 2. The EMPLOYER shall have the right to impose penalties in accordance with Texas Local Government Code, Section 174.205, for violation of Article VIII, Section 1, above.

ARTICLE IX
MAINTENANCE OF STANDARDS

Section 1. Nothing contained in this agreement shall be construed as repealing any lawful recognized benefit provided through the department for employees of the department, and no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of this agreement.

Section 2. All terms and conditions which are of benefit to employees now in effect which are not specifically provided for in this agreement or which have not been replaced by provisions of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the EMPLOYER and the UNION.

ARTICLE X.
HEALTH AND SAFETY

Section 1. Intent.

It is the intent of the EMPLOYER and the UNION to maintain the highest standards of safety and health in the Fire Department, and to eliminate, as much as possible, accidents, injuries, illness and death in the fire service.

Section 2. Health and Safety Committee.

A. There shall be established a joint UNION-EMPLOYER health and safety committee, consisting of an equal number of the UNION and the EMPLOYER representatives, of not less than two (2) nor more than four (4) each.

B. The joint committee shall meet on the second Tuesday of each month or more often as mutually agreed for the purpose of jointly considering, inspecting, investigating and reviewing health and safety conditions and practices and investigating accidents, and for the purpose of effectively making constructive recommendations with respect thereto.

C. All matters considered and handled by the committee shall be reduced to writing and joint minutes of all meetings of the committee shall be made and maintained and two copies thereof shall be furnished to the UNION. A copy of all such reports or minutes shall be posted by the EMPLOYER at all work sites for at least thirty (30) days.

D. Time spent in committee meetings by the UNION representatives, on duty, including walk-around time during joint inspections and investigations, shall be considered and compensated for as regularly-assigned work. Time spent in committee meetings by the UNION representatives while off-duty shall not be compensated.

E. The joint committee shall have the power to recommend safety improvements to the Fire Chief, including target dates, where appropriate. In the event the committee recommendations are not effected by the target dates agreed upon, the committee has the prerogative to refer its recommendation(s) to the City Manager.

Section 3. ~~Heart Chest Physical Exam.~~

The EMPLOYER agrees to provide each unit employee a physical exam chest X-ray and examination for heart defects once each year and to forward the results to the employee upon request of the employee.

ARTICLE XI.
SICK LEAVE

Section 1. The accumulation and payment of sick leave shall be in accordance with Section 143.045 of the Local Government Code with the addition that sick leave may be used for any bona fide illness of a member of the Union employee's immediate family living in the same household.

Section 2. Family and Medical Leave Act. The Family and Medical Leave policy set out in the City of Beaumont Policies and Procedures Manual shall apply to the employees in the Fire Department.

ARTICLE XII.
DEATH IN FAMILY LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted up to four (4) days (2 shifts) off with pay. The immediate family shall be defined as spouse, children, step-children, mother, step-mother, father, step-father, grandparents, grandchildren, brother, step-brother, sister, step-sister of the employee or the employee's spouse.

ARTICLE XIII.
VACATIONS AND HOLIDAYS

Section 1. Holidays.

A. The following holidays will be recognized:

New Year's Day
Good Friday Easter
Sunday Memorial
Day Independence
Day
Labor Day
Veterans Day
Thanksgiving Day

Friday after Thanksgiving
Christmas Day
Martin Luther King, Jr. Day

B. Employees required to work on a holiday will be paid one and one half the basic rate of pay for hours actually worked on the holiday. Employees required to work on a holiday, or employees whose day off falls on a holiday shall have one (1) day for each such holiday added to their annual vacation.

Section 2. Vacations.

Employees in the Fire Department shall earn 1 ¼ vacation days for each month worked during the given year. All vacation time earned in a calendar year must ordinarily be taken in the following calendar year. However, under extra-ordinary conditions and with a recommendation submitted by the Fire Chief, the City Manager may approve vacation to be carried over from one year to the next. Under no circumstances will vacation be carried over for more than one year. The decision of the City Manager to approve the carry-over or to authorize payment for that time is final and may not be appealed to the City Council or governing body. ~~This provision will expire on September 30, 2015.~~ Firefighters with 15 to 23 years of service will receive an extra two (2) days for a total of seventeen (17) days of vacation per year. Firefighters with twenty-four (24) years or more of service will receive a total of twenty-one (21) days of vacation per year.

A. For the purposes of this section, one (1) shift equals two (2) days.

B. The EMPLOYER will develop an annual vacation schedule of seventeen (17) cycles. The EMPLOYER shall determine the number of employees in each grade on each shift who may schedule vacations in any one cycle. Based upon seniority in grade, each employee shall choose one vacation cycle. After each employee has selected one cycle,

each employee shall choose a second vacation cycle. If manpower permits, an employee may, upon his request, take two (2) vacation days (one shift) with approval of his Deputy Chief.

Section 3. Personal Leave Days.

Each member of the bargaining unit with ten (10) years of service shall receive one (1) personal leave day per calendar year. Each member with twenty (20) years of service shall receive two (2) personal leave days per calendar year. Personal leave days may be scheduled in conjunction with vacation days.

ARTICLE XIV.
PAYROLL DEDUCTION OF DUES

The EMPLOYER agrees to deduct, once each month, dues and assessments, in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted, each month, together with the names of the employees from whom dues have been collected, by the EMPLOYER to the Treasurer of the UNION. This authorization shall remain in full force and effect during the term of this agreement. The EMPLOYER shall forward to the UNION a copy of all authorizations or cancellations of voluntary deduction of UNION dues by employees in the unit.

ARTICLE XV.
PENSION

The EMPLOYER shall contribute to the pension fund an amount equal to fifteen percent (15%) of each employee's salary. If, by June 1, 2017 the UNION elects to increase their pension contribution to fifteen and one-half percent (15.5%) to be effective on October 1, 2017, the EMPLOYER will also increase its contribution to fifteen and one-half percent (15.5%). The UNION shall provide written notice to the EMPLOYER of its intention to increase the contribution rate on or before June 1, 2017 to allow for proper financial planning by both the UNION and EMPLOYER.

ARTICLE XVI.
BASIC RATE OF PAY

"Basic rate of pay," for the purposes of computing overtime pay (including callback pay), for employees assigned to a forty (40) hour work week, equals annual base wages divided by 2,080 hours. "Basic Rate of Pay," for purposes of computing overtime pay (including call back pay) for "suppression employees," equals annual base wages divided by 2,496 hours. Overtime shall be paid at the rate of 1 ½ each employee's "basic rate of pay" for overtime purposes. Overtime shall be paid in compliance with the Federal Fair Labor Standards Act.

ARTICLE XVII.
EDUCATIONAL INCENTIVE PAY

Any member of the bargaining unit who earns an Associate Degree, Fire Technology, shall receive one payment of ~~\$500~~ \$200 as an educational incentive.

ARTICLE XVIII.
EDUCATIONAL DIFFERENTIAL PAY

Section 1. Any full-time employee of the Fire Department approved by the City Manager to enroll in a course will be reimbursed by the EMPLOYER for all books, and fee costs related to the approved course upon proof of having completed the course with a grade of "C" or better.

Section 2. The course work must relate to the applicant's present position for the purpose of:

1. Improving skills or knowledge required in the employee's present position.
2. Preparing the employee for significant technological changes occurring in his career field.
3. Preparing the employee for assumption of new and different duties.

Section 3. Upon completion of course work for which the employee has received reimbursement from the EMPLOYER for books and fee costs, the employee must remain in the

service of the EMPLOYER for one (1) year; otherwise all sums paid by the EMPLOYER must be reimbursed by the employee to the City.

[This article expires September 30, 2017]

ARTICLE XIX
EDUCATION PAY

Effective October 1, 2017, any member of the bargaining unit who holds a Bachelor Degree or Masters Degree, shall receive two-hundred dollars (\$200) or two-hundred and fifty dollars (\$250), respectively, per month. Members of the bargaining unit shall be paid for one degree only and will receive either EDUCATION PAY or CERTIFICATION PAY, whichever is higher, but shall not receive both.

ARTICLE XX XIX.
CERTIFICATION PAY

Any member of the bargaining unit who holds or earns an Intermediate, Advanced or Master Fire Fighter Certificate shall receive payments of sixty dollars (\$60), one hundred dollars (\$100) and one hundred fifty dollars (\$150) per month. A member of the bargaining unit will only be paid for one of the above certificates.

ARTICLE XXI.
INCENTIVE PAY

Section 1. All employees, except the training officer, who teach in the basic fire academy shall receive incentive pay in addition to any other compensation to which they may be entitled at the rate of ten dollars (\$10.00) per hour for time actually spent teaching.

Section 1 2. All team members of the following respective teams shall receive incentive pay as follows:

A .	Haz-Mat Team:	Team Leader:	\$60 per month.
		Team Member:	\$50 per month.
B .	Dive Team:	All Members:	\$50 per month.

C Breathing Apparatus Technicians: \$50 per month.

Section 2 3. EMT-Intermediates and Paramedics actively training to complete credentialing in the Joint Training Program with BEMS and credentialed Operations personnel regularly and routinely delivering ALS services will receive ~~\$50~~ \$75 per month and \$100 per month, respectively.

Section 3. An employee of the bargaining unit will receive a maximum of \$50 per month for proving proficiency in one of the following languages: Spanish, Vietnamese, or Sign Language.

A. Members must pass proficiency certification and re-certify at least every two (2) years in order to continue receiving the incentive.

B. 15 maximum members for Spanish

C. 5 maximum members for Vietnamese

D. 5 maximum members for Sign Language

ARTICLE XXII.
CLOTHING AND CLOTHING MAINTENANCE ALLOWANCE

All employees of the bargaining unit shall receive a clothing allotment annually of regulation uniforms. All employees in the bargaining unit shall receive a clothing and clothing maintenance allowance of thirty-five dollars (\$35.00) per month.

ARTICLE XXIII.
MILEAGE ALLOWANCE

Section 1. The Department shall transport all personnel who are transferred between fire stations on a temporary basis. This provision does not apply to personnel who are notified of changes prior to reporting for duty.

Section 2. Car allowances shall be in accordance with the prevailing City rate of civilian employees.

ARTICLE XXIV ~~XXIII~~
HOURS AND OVERTIME PAY

Section 1.

A. Suppression employees shall work shifts of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each three (3) weeks.

B. "Suppression employees" are those employees permanently assigned to a piece of fire apparatus and the Deputy Chiefs. This provision shall not prevent the permanent or temporary assignment of any employee to a forty (40) hour work week so long as the employee is not at the same time assigned to a piece of fire apparatus.

C. All personnel assigned to forty (40) hour work weeks consisting of five (5) eight (8) hour days or four (4) ten (10) hour days shall receive assignment pay in addition to any other compensation to which they may be entitled at the rate of one hundred dollars (\$100) per month.

Section 2.

A. Communication Division employees shall work twelve (12) hour shifts, alternating between night and day shifts. Day shifts will be from 7:00 o'clock a.m. to 7:00 o'clock p.m. Dispatchers will average forty-two (42) hours per week. For vacation and sick leave purposes, one (1) twelve (12) hour shift will equal one (1) day. Vacations will be picked in three (3) or four (4) day blocks, subject to availability of relief personnel.

B. The Chief of Communications and the Assistant Communications Officer will work four (4) ten (10) hour shifts from 7:00 o'clock a.m. to 5:00 o'clock p.m., averaging forty (40) hours per week. The Chief of Communications and the Assistant Communications Officer will also receive assignment pay in addition to any other compensation to which they may be entitled at the rate of one hundred dollars (\$100) per month.

Section 3. Unless it creates a lesser benefit, the Employer shall apply the civilian evacuation/disaster policy to firefighters if the Mayor declares a mandatory evacuation.

ARTICLE XXV -XXIV.
CALLBACK PAY

All employees covered by the terms of this agreement who are called back to work from off-duty shall be guaranteed the right to work at least two (2) hours minimum at 1 ½ times the regular rate of pay.

ARTICLE XXVI.
INDUSTRIAL FIRES

All firefighters responding to calls to industrial plants or storage facilities containing hazardous materials outside the city (whether on duty or if called from off duty), and all certified divers from the time called out until released, shall be paid double time, i.e. twice their basic hourly rate. Such double-time pay shall exclude any other overtime pay that might otherwise be applicable.

ARTICLE XXVII.
TEMPORARY PROMOTIONS

Section 1. Where a firefighter is absent, thus creating a vacancy, for three (3) or more hours, all temporary promotions necessitated by the vacancy are automatic. By way of example, if a Grade 3 is absent for a shift, the Grade 2 at the same station is promoted for the entire shift, and one (1) Grade 1 at the station is promoted to Grade 2.

Section 2. Temporary promotions do not automatically occur to fill a vacancy created by a firefighter's absence of less than three (3) hours. However, temporary promotions are automatic for persons assigned to a unit that is called to respond to an incident during the period a firefighter on the unit is absent.

Section 3. A firefighter who performs the duties of the next higher classification due to a vacancy caused by another firefighter's absence is entitled to the base salary of the higher position together with the firefighters own longevity or seniority pay, educational incentive pay, and certification pay during the time the employee performs the duties of the higher position.

Section 4. A firefighter who is temporarily promoted due to the absence of another firefighter is expected to perform the duties of the higher position during the entire time of the temporary promotion.

ARTICLE XXVIII.
ENTRY LEVEL HIRING PROCEDURES

The UNION agrees that the EMPLOYER shall have the right to establish entry level selection procedures for Grade I firefighters. Modifications to existing entry level selection procedures shall be brought to the attention of the UNION ten (10) days prior to implementation. In establishing entry level selection procedures for Grade I firefighters, the EMPLOYER shall not be bound by or subject to the entry level hiring procedures set forth in Chapter 143, Local Government Code. However, the EMPLOYER agrees to indemnify, defend and hold harmless the UNION, to the maximum extent allowed by law, in any litigation filed against the EMPLOYER and/or the UNION concerning entry level selection procedures implemented by the EMPLOYER under the authority of this Section.

ARTICLE XXVIII.
ASSIGNMENT PAY

~~All personnel assigned to forty (40) hour work weeks consisting of five (5) eight (8) hour days shall receive assignment pay in addition to any other compensation to which they may be entitled at the rate of one hundred dollars (\$100.00) per month.~~

ARTICLE XXIX
STANDBY PAY

When arson investigators are officially designated standby duty, the member shall receive one (1) hour of pay at straight time for every eight (8) hours of standby or any fraction thereof, plus any overtime pay (at normal overtime rates) when called out.

ARTICLE XXX.
WAGES

Section 1. Upon execution of this agreement, the EMPLOYER will provide for base wages as attached in Addendum A.

Section 2. The City will set the wages for the position of Assistant Chief.

ARTICLE XXXI
INSURANCE

Section 1. Life insurance.

The EMPLOYER shall provide all employees with life insurance and accidental death and dismemberment coverage in an amount equal to one (1) times an employee's annual base wage, up to a maximum of \$50,000.

Section 2. Medical, Dental and Prescription Drug Plans.

A. The EMPLOYER will provide the same medical, dental and prescription drug plans to all firefighters under the same terms and conditions as civilian employees. Contributions to the plans by firefighters shall be monthly premiums paid in the same amounts and under the same terms and conditions as civilian employees.

The City may increase the monthly premium rates (medical or dental) for firefighters by the same percentage increase of the monthly premium rates of civilian employees in a plan year, not to exceed twelve and one half percent (12.5%) per plan year.

Section 3. Retiree Medical Insurance Program

A. During the term of this agreement, Employer will provide medical coverage for firefighters retiring or becoming disabled and their dependents after April 1, 1984, subject to the provisions of Sections 3.C. through 3.H. hereof inclusive.

B. EMPLOYER is authorized to receive from each retiree, as a condition of receiving retiree medical coverage, a signed statement acknowledging that both the contribution rate (premium) and hospital/medical coverages of the retiree insurance may change in the future.

C. Retired or disabled firefighters may participate in the program only if they are eligible for retirement or disability benefits under the Fireman's Relief and Retirement Fund of Beaumont, Texas. Only those individuals who are considered eligible dependents of the disabled/retired firefighter at the time of retirement shall be eligible for continued medical coverage. The disabled/retired firefighter shall not add/change (except drop) a dependent while covered under this medical plan.

D. Any firefighter who retires or becomes disabled and has a spouse who is employed with the City may become a dependent of the spouse along with other eligible dependents under the City's group medical plan. However, the retired or disabled firefighter shall make application at least thirty-one (31) days prior to the spouse's termination date to the City to institute his/her eligibility for retiree coverage. The spouse and eligible dependents will be allowed to become dependents of the retiree in accordance with the provision of this amendment.

Upon retirement, the retiree will be required to complete and sign a "Delayed Participation in Retiree Medical Coverage" Form. "If a participant's contribution rate status as set out in 3.G. hereof

changes, the new rate will be put into effect on the first day of the month following the month in which the contribution rate status changed.

E. Coverage provided shall be the same as that provided members of the bargaining unit. However, if the EMPLOYER, the UNION and retirees and disabled firefighters and their dependents agree, alternative medical insurance programs at different rates and at different levels of coverage may be provided.

F. Retired and disabled individuals and their dependents participating in the plan created herein are required on or before age 65, if eligible, to enroll for both Part A, Hospital Insurance, and Part B, Supplementary Medical Insurance, under the U.S. Government Medicare Program. Upon qualification for the Medicare Program, the participant will be excluded from the program herein established. Failure to become a subscriber as required herein will result in the participant's immediate exclusion from the program herein established. If a participant is not eligible for Medicare, the participant may continue coverage under this medical plan. Eligible dependent children may continue coverage under this medical plan after their parents are no longer eligible in accordance with the definition of "dependent" as listed in the summary plan document.

G. A participant who would otherwise be required to leave the program herein established as provided by 3.F. above may remain on the program if supplemental Medicare insurance without proof of insurability is not available at that time. Such participants must, however, leave the program when such supplemental Medicare insurance for which they are qualified is available. EMPLOYER will make its best efforts to obtain and provide information to retirees concerning the availability of such supplemental insurance. The cost of any such supplemental insurance will be paid for by the participant.

H. The participant's monthly contribution rate for medical insurance will be as follows:

Single Rate	-	\$150
Single + 1 dependent	-	\$200
Family	-	\$250

Those participants who retired between the dates of April 1, 1984, and January 31, 1992, shall pay the rates listed above and shall have no increase in contributions until such time as they leave the plan.

I. Those who retired on or after February 1, 1992, may be subject to an annual increase in contribution. The increase will be effected in accordance with the labor agreement. The single rate will be established at 69% of the COBRA rate on January 1st annually. The single +1 dependent rate will be established at 58% of the COBRA rate and the family rate will be established at 54% of the COBRA rate. Subject to paragraph 3.G. hereof, eligible spouses and dependents may remain on the plan at the above-established rates.

Section 4. Retirement Health Savings Plan.

Firefighters shall be offered the ICMA's Retirement Health Savings Plan as offered to civilian employees.

ARTICLE XXXII.
GRIEVANCE PROCEDURE

Section 1. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision of this agreement, or the discipline, discharge, or demotion for disciplinary purposes of any employee represented by the UNION.

A. An employee who has a grievance concerning disciplinary action as defined in Section 1 of this article may choose to file his/her appeal/grievance through either the contract grievance procedure or through the provisions of TLGC 143 (Civil Service), but not both.

B. Grievances may be filed by the UNION, the EMPLOYER or any bargaining unit employee. The EMPLOYER agrees to allow the UNION grievance committee access to a suitable location for grievance committee meetings.

Section 2.

A. Any member who is aggrieved shall file a written report giving the nature and details of the incident which led to his grievance with the UNION's grievance committee. The report must be submitted within fifteen (15) calendar days of the date upon which the member knew of or should have known of the occurrence, or occurrences in the event that the grievance alleges a pattern or practice of the EMPLOYER in violation of this agreement, giving rise to the grievance.

B. A grievance not brought to the attention of the UNION grievance committee within the time limit described shall not be considered timely and shall be void.

C. The time limitations described in Sections 2 and 3 herein are of the essence of this agreement but may be waived by mutual agreement in writing by the aggrieved (whether member or the UNION) and the City Manager or the Fire Chief.

D. Any member who is aggrieved shall submit his grievance within the time limitations specified above to the UNION's grievance committee. Within fifteen (15) calendar days of receipt of the grievance, the committee shall determine if a valid

grievance exists. If, in the opinion of the committee, no grievance exists, the committee shall notify the member and no further action shall be taken.

E. If the grievance has not been resolved within seven (7) calendar days after the expiration of the 15 day period provided for the Union grievance committee to make a decision, the committee or its representative shall, with or without the physical presence of the aggrieved member, present the grievance in writing to the office of the Fire Chief for adjustment, provided that written notice of grievances shall suffice in the case of individual disciplinary grievances.

F. If within seven (7) calendar days, after the grievance has been received by the Fire Chief, it has not been settled, the committee or its representative shall have seven (7) days to submit it to the office of the City Manager for adjustment, provided that written notice of the grievance shall suffice in the case of individual disciplinary grievances.

G. If within seven (7) calendar days after receipt by the City Manager, the grievance has not been settled, the committee or its representative shall have seven (7) calendar days in which to make a written request to the office of the City Manager that the grievance be submitted to arbitration.

Section 3. Grievances submitted by the UNION shall be submitted to the Fire Chief in writing within fifteen (15) calendar days from the date upon which the UNION knew or should have known of the occurrence or occurrences giving rise to the grievance.

A. If within seven (7) calendar days after receipt of the grievance by the Fire Chief the grievance has not been settled, the committee or its representative shall submit it to the City Manager for adjustment.

B. If within seven (7) calendar days after receipt of the grievance by the City Manager the grievance has not been settled, the committee or its representative shall have seven (7) calendar days in which to make a written request to the City Manager that the grievance be submitted to arbitration.

Section 4. Employer Grievances.

A. If the EMPLOYER is aggrieved, it shall file a written report giving the nature and details of the grievance to the UNION's grievance committee. The report shall be submitted within fifteen (15) calendar days of the date upon which the EMPLOYER knew or should have known of the occurrence or occurrences giving rise to the grievance.

B. If the grievance has not been resolved within fifteen (15) calendar days after presentation to the UNION's grievance committee, the EMPLOYER shall have seven (7) additional days within which to make a written request to the UNION's grievance committee that the grievance be submitted to arbitration. Unless the grievance is resolved, it shall be submitted to arbitration in accordance with Section 5 hereof.

Section 5. Arbitration.

A. In the event the parties cannot agree upon an arbitrator, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of arbitrators in accordance with its selection rules. Either party shall have the right to reject the list submitted by the Service. In that event, the service will be requested to submit another list. The parties shall, within seven (7) calendar days, select an arbitrator from the list. The arbitrator shall conduct a hearing within thirty (30) days from his appointment. The arbitrator shall render his decision within fifteen (15) days from conclusion of the hearing.

B. The powers of the arbitrator shall be limited as follows:

1. He shall have no power to add to, subtract from, or modify any of the terms of this agreement.

2. He shall deal only with the grievance or grievances which occasioned his appointment.

C. The decision of the arbitrator, if within the scope of his authority, shall be final and binding upon the parties.

D. Costs and expenses for the services of the arbitrator shall be shared equally by the UNION and the EMPLOYER. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

ARTICLE XXXIII.
COMPLETE AGREEMENT CLAUSE

Section 1.

A. The parties hereto acknowledge that during negotiations which resulted in this agreement, each had unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements herein contained were arrived at after free exercise of such rights and opportunities; therefore, the EMPLOYER and the UNION, for the term of this agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

B. It is specifically provided that there shall be no further negotiations except by mutual agreement of any subjects above mentioned.

C. The parties agree that the UNION, by its signing of this agreement, does not agree or admit that the EMPLOYER's ability to pay is an appropriate factor to be considered in negotiations, arbitration, or litigation to determine compensation and other terms and conditions of employment of members of the bargaining unit. The parties further agree that the UNION, by its signing of this agreement, does not agree or admit that the compensation and other terms and conditions of employment provided herein are in compliance with the requirements of Section 174.021, Local Government Code.

Section 2. The UNION and the EMPLOYER agree that this agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and similar or related subjects. During the term of this agreement, neither the EMPLOYER nor the UNION will be required to negotiate on any matters affecting these or other subjects not specifically set forth in this agreement.

Section 3. All modifications of this agreement must be made in writing and signed by both the EMPLOYER and the UNION before such modifications shall become effective.

Section 4. If any article or section of this agreement or any provision should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall remain in full force and effect and shall not be affected thereby.

Section 5. This agreement shall be binding on the parties hereto and their successors and assigns.

ARTICLE XXXIV
NEGOTIATIONS TO COMMENCE

"Collective bargaining," as that term is used in Local Government Code, Section 174.105, shall be deemed to have commenced on the earlier of July 1 or the date the parties first meet formally for the purpose of negotiation.

ARTICLE XXXV
DURATION OF AGREEMENT

This Agreement shall be effective as of October 1, 2015-2012 and shall remain in full force and effect until the 30th day of September, 2020 2012-2015. This Agreement shall continue in effect after September 30, 2020 2012 2015, until superseded by a new agreement; provided that, unless agreed to in writing by the parties, this Agreement shall not continue in effect after September 30, 2021 2013-2016.

The City presently intends to continue this Agreement each fiscal year through the end of its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds, lawfully available therefor and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

CITY OF BEAUMONT

By: _____

ATTEST:

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 399

By: _____

ATTEST:

ADDENDUM A

SCHEDULE OF MONTHLY WAGES

	EFFECTIVE 10/01/15 <u>2.5%</u>	EFFECTIVE 10/01/16 <u>2%</u>	EFFECTIVE 10/01/17 <u>2.5%</u>	EFFECTIVE 10/01/18 <u>2%</u>	EFFECTIVE 10/01/19 <u>2.5%</u>
GRADE I – FIREFIGHTER					
Start to 1 year	\$4,408	\$4,496	\$4,608	\$4,700	\$4,818
1 year to 3 years	\$4,974	\$5,073	\$5,200	\$5,304	\$5,437
3 years to 5 years	\$5,182	\$5,286	\$5,418	\$5,526	\$5,664
5 years to 7 years	\$5,292	\$5,398	\$5,533	\$5,644	\$5,785
7 years to 10 years	\$5,346	\$5,453	\$5,589	\$5,701	\$5,844
10 years to 15 years	\$5,454	\$5,563	\$5,702	\$5,816	\$5,961
15 years <u>to 20 years or more</u>	\$5,561	\$5,672	\$5,814	\$5,930	\$6,078
<u>20 years or more</u>	<u>\$5,561</u>	<u>\$5,785</u>	<u>\$5,930</u>	<u>\$6,049</u>	<u>\$6,200</u>
GRADE II – DRIVER/OPERATOR					
Start to 2 years	\$5,896	\$6,014	\$6,164	\$6,287	\$6,444
2 years <u>to 10 years or more</u>	\$6,012	\$6,132	\$6,285	\$6,411	\$6,571
<u>10 years or more</u>	<u>\$6,012</u>	<u>\$6,255</u>	<u>\$6,411</u>	<u>\$6,539</u>	<u>\$6,702</u>
GRADE III – CAPTAIN					
Start to 2 years	\$6,355	\$6,482	\$6,644	\$6,777	\$6,946
2 years <u>to 10 years or more</u>	\$6,574	\$6,705	\$6,873	\$7,010	\$7,185
<u>10 years or more</u>	<u>\$6,574</u>	<u>\$6,839</u>	<u>\$7,010</u>	<u>\$7,150</u>	<u>\$7,329</u>
GRADE IV – DISTRICT CHIEF					
<u>Start to 5 years</u>	\$7,144	\$7,287	\$7,469	\$7,618	\$7,808
<u>5 years or more</u>	<u>\$7,144</u>	<u>\$7,433</u>	<u>\$7,619</u>	<u>\$7,771</u>	<u>\$7,965</u>
GRADE V – DEPUTY CHIEF					
<u>Start to 5 years</u>	\$7,707	\$7,861	\$8,058	\$8,219	\$8,424
<u>5 years or more</u>	<u>\$7,707</u>	<u>\$8,018</u>	<u>\$8,218</u>	<u>\$8,382</u>	<u>\$8,592</u>

September 29, 2015

Consider an ordinance amending the FY 2015 Budget

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider an ordinance amending the FY 2015 Budget.

BACKGROUND

In accordance with Article VI of the City Charter, the City Manager shall strictly enforce the provisions of the budget as specified in the ordinance adopting the budget. He shall not authorize or approve any expenditure unless an appropriation has been made in the budget ordinance adopting the budget, and there is an available unencumbered balance of the appropriation sufficient to pay the liability to be incurred. Approving the proposed amendments will ensure that expenditures are within the approved budget.

The details of the amendments are as follows:

The City's health plans are self-insured which means the City and employee contributions pay the medical claims incurred on the plan up to \$175,000 when a stop loss insurance policy begins covering the claims. For pharmacy, the City pays the claims from City funds and employee contributions. These costs are accounted for in the Employee Benefits Fund. The budget for this fund is set based on claim trends and the projected cost of healthcare in the next fiscal year. The Employee Benefits Fund was previously amended on August 11, 2015 for \$1,600,000 in additional expenditures for increased medical claims, prescription drug costs, and fees related to the Affordable Care Act than was expected in the FY 2015 Budget due to several large medical claims, increased utilization of the prescription drug plan, and rising costs related to specialty drugs. The City pays claim cost on a weekly basis in which most months have four weekly payments, however; September will include five weekly payments. As a result, an additional appropriation is needed in order to pay for the current year expenditures.

Employee Benefits Fund	Original Budget Amended	Proposed Amendment	Amended Budget
Total Expenditures	\$ 22,454,700	\$ 600,000	\$ 23,054,700

The Municipal Airport Fund is expected to exceed budgeted expenditures by \$350,000 due to capital construction costs related to the airport improvement project funded by royalties derived from the airport property. This project includes new hangars and the relocation of a taxiway. The timeline for incurring costs during FY 2015 was not known when the FY 2015 Budget was prepared. There is sufficient fund balance to cover these costs.

Municipal Airport Fund	Original Budget	Proposed Amendment	Amended Budget
Total Expenditures	\$ 366,700	\$ 350,000	\$ 716,700

In June, Council approved creating a Municipal Health Care Provider Participation Program (MHCPPP) to support the payment of Medicaid supplemental hospital payments to local hospitals. A Local Provider Participation Fund (LPPF) was established under the program to account for the mandatory payments that will be collected from each institutional health care provider and remitted to the state to fund the nonfederal share of the Medicaid supplemental payment program. The LPPF will operate as a special revenue fund which requires an annual budget.

Municipal Transit Fund	Original Budget	Proposed Amendment	Amended Budget
Total Revenues	\$ 0	\$ 6,915,000	\$ 6,915,000
Total Expenditures	\$ 0	\$ 6,915,000	\$ 6,915,000

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING THE FISCAL BUDGET OF THE CITY OF BEAUMONT FOR THE FISCAL YEAR 2015 TO APPROPRIATE ADDITIONAL EXPENDITURES IN THE EMPLOYEE BENEFITS FUND AND MUNICIPAL AIRPORT FUND; TO APPROPRIATE ADDITIONAL EXPENDITURES AND REVENUES IN THE MUNICIPAL TRANSIT FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL.

WHEREAS, the City Charter of the City of Beaumont requires the City Manager to strictly enforce the provisions of the budget and not authorize or approve any expenditure unless an appropriation has been made in the budget ordinance adopting the budget and there is an available unencumbered balance of the appropriation sufficient to pay the liability to be incurred; and

WHEREAS, it is necessary to amend the FY 2015 budget to ensure that appropriations are sufficient to ensure that expenditures are authorized within the approved budget.

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY OF BEAUMONT:

Section 1.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures in the Employee Benefits Fund as shown below:

Employee Benefits Fund	Original Budget Amended	Proposed Amendment	Amended Budget
Total Expenditures	\$ 22,454,700	\$ 600,000	\$ 23,054,700

Section 2.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures in the Municipal Airport Fund as shown below:

Municipal Airport Fund	Original Budget	Proposed Amendment	Amended Budget
Total Expenditures	\$ 366,700	\$ 350,000	\$ 716,700

Section 3.

THAT the Fiscal Budget of the City of Beaumont for the period commencing October 1, 2014 through September 30, 2015, be and the same is hereby amended to appropriate additional expenditures and revenues in the Municipal Transit Fund as shown below:

Municipal Transit Fund	Original Budget	Proposed Amendment	Amended Budget
Total Revenues	\$ 0	\$ 6,915,000	\$ 6,915,000
Total Expenditures	\$ 0	\$ 6,915,000	\$ 6,915,000

Section 4.

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 5.

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

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

- Mayor Becky Ames -

September 29, 2015

Consider amending Section 22.05.211(b) (1) (A) of the Code of Ordinances to increase garbage rates

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider amending Section 22.05.211(b)(1)(A) of the Code of Ordinances to increase garbage rates.

BACKGROUND

The cell at the landfill receiving garbage at this time will reach its capacity in approximately two years. A new cell must be constructed at an estimated cost of \$1.9 million and projected life of 6.5 years. The City will seek financing for this project and will incur the associated debt service.

The current garbage and trash collection rates are \$16.00 per month. Senior citizen rates at a 10% discount are \$14.40 per month. The Administration is proposing that effective October 1, 2015 the garbage collection fee be increased by \$1.00 to \$17.00 per month. Applying the 10% discount would bring the rate for senior citizens to \$15.30.

FUNDING SOURCE

The projected revenue increase on an annual basis is \$425,000 to the Solid Waste Fund.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 22, SECTION 22.05.211(b)(1)(A) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, TO INCREASE GARBAGE AND TRASH RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 22, Section 22.05.211(b)(1)(A) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 22.05.211 Residential service

(b) Garbage and trash rates. No rate adjustment will be made for temporary non-use of service. Nonpayment of the collection services fee shall be sufficient grounds for discontinuance of city water service. The rate for collection outside the city limits shall be one hundred fifty (150) percent of the rate established for service inside the city limits. No type of service will be offered residences exempted under section 22.05.007(c) or for vacant lots except as provided in section 22.05.062. If a business is located in a part of a residence, a collection services fee shall be charged for each connection to the city's water system. The following monthly rates apply for collection services:

(1) The monthly rates for standard collection services shall consist of the following elements:

(A) Garbage and trash collection: \$17.00.

A 10% discount to the garbage and trash collection fee shall apply to customers residing in single-family residences who are sixty-five (65) years of age or older. To obtain the senior citizen garbage and trash collection rate, eligible persons must file a sworn application on a form provided therefor with the central collections division. The rate shall remain in effect so long as the customer residing in the single-family residence is sixty-five (65) years of age or older.

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 the City of Beaumont, Texas.

Section 5.

This ordinance shall be effective from and after October 1, 2015.

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

- Mayor Becky Ames -

September 29, 2015

Consider authorizing the City Manager to receive funding through the Department of Homeland Security Supplemental 2015 Port Security Grant Program



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to receive funding in the amount of \$875,909.00 through the Department of Homeland Security Supplemental 2015 Port Security Grant Program (PSGP).

BACKGROUND

The Homeland Security Grant Program consists of a number of grant programs, one of which is the Port Security Grant Program (PSGP). This grant can be utilized to enhance the security of the Port of Beaumont and the agencies that support it since the Port is designated as critical to national infrastructure. Approximately \$685,000.00 is required annually to provide maintenance service to the regional radio system. The \$875,909.00 will be applied toward the anticipated costs for two fiscal years. Maintenance costs are allocated to each participating jurisdiction based on the number of radios (also known as subscriber units) each uses and each of these jurisdictions will pay their commensurate portion of the required local match.

FUNDING SOURCE

There is a match requirement that each participating jurisdiction involved in the radio system will be responsible for. The City of Beaumont budgets for this expenditure in the Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

ND Grants | Preferences | Provide Feedback | How To | Help | Plug-in | Logout :Tim Ocnaschek

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Please review the Award Letter provided below. When you are finished, click the *Go Back* button.

City of Beaumont, Award Number: EMW-2015-PU-00107-S01

Program Name:	Port Security Grant Program	Total Cost Approved:	\$1,167,879.00
Year:	2015	Federal Share:	\$875,909.00
Project Period of Performance:	09/01/2015 to 08/31/2018	Applicant Share:	\$291,970.00

View: [Application Details](#) | [Award Details](#) | [Award Package](#)

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Kyle Hayes
City of Beaumont
801 Main
Beaumont, TX 77701

Re: Grant No. EMW-2015-PU-00107

Dear Kyle Hayes:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of \$875,909.00 . As a condition of this award, you are required to contribute a cost match in the amount of \$291,970.00 of non-Federal funds, or 25 percent of the total approved project costs of \$1,167,879.00 .

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from

Non-Disaster Grants - Awards

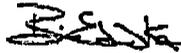
your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

[Return to Award Package](#)

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 receive funding in the amount of \$875,909 through the Department of Homeland Security Supplemental 2015 Port Security Grant Program (PSGP).

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding through the Department of Homeland Security Supplemental 2015 Port Security Grant Program (PSGP) in the amount of \$875,909.

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

- Mayor Becky Ames -

September 29, 2015

Consider a resolution approving the purchase of a new Vactor 2100 sewer cleaning truck from Kinlock Equipment, Inc., of Houston for use by the Water Department

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution approving the purchase of a new Vactor 2100 sewer cleaning truck from Kinlock Equipment, Inc., of Houston, in the amount of \$330,258 for use by the Water Department.

BACKGROUND

This equipment is used to clean and maintain City sewer and drainage systems by vacuum removal of debris and high pressure water jet cleaning of lines, manholes and lift stations. This purchase will replace unit 3323, which has in excess of 185,000 miles (approximately 4000 hours). The old unit has become unreliable, and requires excessive maintenance. The old vehicle will be disposed of in accordance with the City's surplus equipment policy.

Pricing was obtained through the Texas Association of School Boards (BuyBoard), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. BuyBoard complies with State of Texas procurement statutes. The total purchase price includes the BuyBoard fee of \$400 which is paid to the vendor.

The vacuum unit and accessories are warranted for a period of five (5) years. Service and support are provided by the Kinlock Equipment, Inc. Warranty and service on the chassis are provided by Beaumont Freightliner, Inc.

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Council hereby approves the purchase of one (1) Vactor 2100 sewer cleaning truck for use by the Water Utilities Department from Kinlock Equipment, Inc., of Houston, Texas, in the amount of \$330,258 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

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

- Mayor Becky Ames -

September 29, 2015

Consider a resolution rejecting all bids for the Fire Station No. 1 Project, Bid No. PW0615-09

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution rejecting all bids for the Fire Station No. 1 Project, Bid No. PW0615-09.

BACKGROUND

On August 6, 2015, at 2:00 P.M., in City Council Chambers, eight (8) bids were received for Fire Station No. 1. All of the bids exceeded the estimated construction cost of \$5,794,000. The base bid of \$6,682,000 exceeds the estimated construction cost by 15.33% or \$888,000. A copy of the bid tabulation is attached for review.

It is the recommendation of the Administration that the project be rebid at a later date.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.



Architectural Alliance, Inc.

350 Pine Street, Suite 720
Edison Plaza
Beaumont, TX 77701
409.866.7196
409.866.1745 Fax

Addendum No. 6

BID FOR:

**FIRE STATION #1
CITY OF BEAUMONT
1675 CALDWELL AVENUE, BEAUMONT, TEXAS**

BID NO: PW0615-09

Date: September 1, 2015

ACTIONS REGARDING RECEIVED BIDS:

All bids received for the referenced bid were opened and read at 2:00 pm, Thursday, August 6, 2015. Be advised that the City has rejected all bids received for Fire Station 1 and has asked the architect and engineers to make necessary changes to the construction documents for reissue of the bid. Date for reissuance to be determined and noted by public notice.

September 1, 2015
End of Addendum # 6



THE AMERICAN INSTITUTE OF ARCHITECTS

Ronald M. Jones, A.I.A.

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J. Rob Clark, A.I.A.
pg. 1 of 1

RECEIPT OF BIDS

Project: Beaumont Fire Station #1

Bid Date: August 06, 2015 2:00 PM

Location: Beaumont City Hall

Contractor	Base Bid	Alternate #1 (4 Fold - North Elevation)	Alternate #2 (4 Fold - South Elevation)	Alternate #3 (SS Lockers)	Alternate #4 (Polycrrete SLB)	Alternate #5 (Drafting Pit)	Alternate #6 (Bermuda sodding)	Alternate #7 (Additional Solatubes)	Alternate #8 (Fueling System)	Alternate #9 (Park Walkway)	Alternate #10 (Site Lighting)	Alternate #11 (Flagpole)	Calendar Days	Total
G&G Construction	6,682,000.00	193,250.00	384,250.00	25,620.00	102,750.00	169,500.00	13,750.00	27,600.00	169,250.00	14,600.00	8,050.00	13,400.00	345	7,804,020.00
SETEX Construction	6,820,000.00	190,000.00	380,000.00	45,000.00	102,000.00	170,000.00	20,000.00	34,000.00	260,000.00	40,000.00	15,000.00	15,000.00	390	8,091,000.00
Construction Zone	6,827,362.00	186,465.00	369,853.00	34,993.00	97,138.00	98,268.00	13,736.00	33,576.00	177,800.00	9,604.00	10,043.00	19,934.00	342	7,878,772.00
N&T Construction	6,950,000.00	196,500.00	390,000.00	40,500.00	97,000.00	133,000.00	14,000.00	47,000.00	163,000.00	20,000.00	8,000.00	17,000.00	440	8,076,000.00
McInnis Construction	7,130,000.00	212,000.00	419,500.00	52,000.00	115,000.00	100,000.00	22,000.00	57,000.00	118,000.00	30,200.00	8,700.00	14,500.00	370	8,278,900.00
Daniel's Construction	7,349,000.00	196,000.00	386,000.00	33,600.00	103,000.00	113,000.00	19,000.00	50,000.00	180,000.00	19,000.00	13,300.00	21,000.00	390	8,482,900.00
Allco Construction	7,790,000.00	214,000.00	424,000.00	26,600.00	102,000.00	88,400.00	14,200.00	36,800.00	182,000.00	20,400.00	80,000.00	16,300.00	420	8,994,700.00
H.B. Neild & Sons	8,300,000.00	292,000.00	392,000.00	35,100.00	106,700.00	165,000.00	14,800.00	37,000.00	158,000.00	15,400.00	22,000.00	12,000.00	450	9,550,000.00

RESOLUTION NO.

WHEREAS, on August 6, 2015, eight (8) bids were received for the Fire Station No. 1 Project; and,

WHEREAS, all bids exceeded the estimated construction cost of \$5,794,000; and,

WHEREAS, it is the recommendation of Architectural Alliance, Inc, the Architectural Consultant, that modifications be made to the construction documents and the project be rebid at a later date; and,

WHEREAS, the City Council finds it is not in the public interest to accept the bids for the First Station No. 1 Project and that same should be rejected;

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 Council does hereby reject the bids for the First Station No. 1 Project;

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

- Mayor Becky Ames -

September 29, 2015

Consider a resolution rejecting a bid for the Asphalt Repairs for Various Locations Project, Bid No. PW0185-12

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution rejecting a bid for the Asphalt Repairs for Various Locations Project, Bid No. PW0185-12.

BACKGROUND

On September 10, 2015, at 2:00 P.M., in City Council Chambers, one (1) bid was received in the amount of \$650,749.00. This bid exceeds the estimated construction cost of \$200,000.00 by \$450,794.00. A copy of the bid tabulation is attached for review.

It is the recommendation of the City of Beaumont Public Works / Engineering Division to reject this bid and rebid at a later date.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, on September 10, 2015, one (1) bid was received for the Asphalt Repairs for Various Locations Project; and,

WHEREAS, the bid exceeded the estimated construction cost of \$200,000; and,

WHEREAS, it is the recommendation of the City of Beaumont Public Works/Engineering Division to reject this bid and the project be rebid at a later date; and,

WHEREAS, the City Council finds it is not in the public interest to accept the bid for the Asphalt Repairs for Various Locations Project and that same should be rejected;

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 Council does hereby reject the bid for the Asphalt Repairs for Various Locations Project;

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

- Mayor Becky Ames -

September 29, 2015

**Consider a resolution rejecting all bids for the Beaumont Municipal Airport Improvements
(Construction of 12,000 SF Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and
Removal of 2 existing T-Hangars) Project, Bid No. PW0615-07**

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution rejecting all bids for the Beaumont Municipal Airport Improvements (Construction of 12,000 SF Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and Removal of 2 existing T-Hangars) Project, Bid No. PW0615-07.

BACKGROUND

On August 13, 2015, at 2:00 P.M., in City Council Chambers, seven (7) bids were received for the Beaumont Municipal Airport Improvements. All of the bids exceeded the estimated construction cost of \$1.5 million. The low bid of \$2,080,000.00 exceeds the estimated construction cost by 38.7% or \$580,000. A copy of the bid tabulation is attached for review.

It is the recommendation of the Administration that modifications be made to the construction documents and the project be rebid at a later date.

FUNDING SOURCE

Beaumont Municipal Airport Oil and Gas Revenues.

RECOMMENDATION

Approval of resolution.

BEAUMONT MUNICIPAL AIRPORT

BID NO. PW0615-07

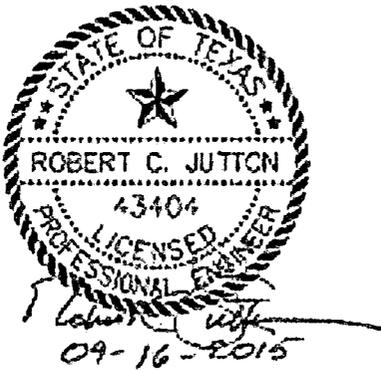
(Beaumont Municipal Airport Improvements (Construction of 12,000 SF Hangar with 2,500 SF Office, 8-Unit T-Hangar, Fuel Facility, and Removal of 2 Existing T-Hangars))

ADDENDUM NO. 8

September 16, 2015

TO ALL PROSPECTIVE BIDDERS:

All bids received for the referenced bid were opened and read at 2:00 PM, Thursday, August 13, 2015. Be advised that the City has rejected all bids received for this project and has asked the engineer to make necessary changes to the construction documents for reissue of the bid. Date for reissuance to be determined and noted by public notice.



Robert C. Jutton, P.E., Project Manager

END OF ADDENDUM NO. 8

BID OPENING SUMMARY

Owner: City of Beaumont, Texas

Bid No. PW0615-07

Project: Airport Improvement Project - Box Hangar, T-Hangar & Fuel Facility

Date: August 13, 2015

Engineer: H.W. Lochner, Inc.

Time: 2:00 PM

Rank	Name of Bidder	Bid Item No. 1 Box Hanger	Bid Item No. 2 T-Hangar	Bid Item No. 3 Fuel System	TOTAL Bid Item Nos. 1, 2 & 3	Bidder's Surety/Bid Bond	Days	Addenda Received
1	Bruce's General Construction, Inc.	\$ 1,360,000.00	\$ 415,000.00	\$ 305,000.00	\$ 2,080,000.00	x	200	x
2	Construction Zone of SE Texas LLC	\$ 1,319,600.00	\$ 381,500.00	\$ 382,200.00	\$ 2,083,300.00	x	237	x
3	Goss Building, Inc.	\$ 1,274,700.00	\$ 456,120.00	\$ 373,490.00	\$ 2,104,310.00	x	240	x
4	L & L General Contractors	\$ 1,360,000.00	\$ 500,000.00	\$ 373,000.00	\$ 2,233,000.00	x	240	x
5	H. B. Neild & Sons, Inc.	\$ 1,317,000.00	\$ 508,000.00	\$ 487,000.00	\$ 2,312,000.00	x	240	x
6	Mitchel Enterprises LTD	\$ 1,764,950.00	\$ 792,875.00	\$ 460,395.00	\$ 3,018,220.00	x	200	x
7	McGillis Construction, Inc.	\$ 1,566,000.00	\$ 495,000.00	NO BID	INCOMPLETE	x	220	x

RESOLUTION NO.

WHEREAS, on August 13, 2015, seven (7) bids were received for the Beaumont Municipal Airport Improvements (Construction of 12,000 SF Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and Removal of 2 existing T-Hangars) Project; and,

WHEREAS, all bids exceeded the estimated construction cost of \$1,500,000; and,

WHEREAS, it is the recommendation of H.W. Lochner, Inc., the Engineering Consultant, that modifications be made to the construction documents and the project be rebid at a later date; and,

WHEREAS, the City Council finds it is not in the public interest to accept the bids for the Beaumont Municipal Airport Improvements (Construction of 12,000 FS Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and Removal of 2 existing T-Hangars) Project and that same should be rejected;

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 Council does hereby reject the bids for the Beaumont Municipal Airport Improvements (Construction of 12,000 FS Hangar with 2,500 SF office, 8-unit T-Hangar, Fuel Facility, and Removal of 2 existing T-Hangars) Project;

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

- Mayor Becky Ames -

September 29, 2015

Consider a resolution approving a contract with BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Amalia Villarreal, P.E., Interim Water Utilities Director AV

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider a resolution approving a contract with BDS Constructors, LLC dba MK Constructors, in the amount of \$960,329.00 for the Goodhue Road Sanitary Sewer Project.

BACKGROUND

The customers on Peyton Drive, Parsons Drive, and Sallie Street have had sanitary sewer service interruptions during rain events. A video investigation of the sanitary sewer lines revealed that the existing line along Goodhue Road is unable to provide enough flow capacity for all the customers that it serves. In order to restore reliable service to the customers, a new line will be installed along Sallie Street and Goodhue Road. This new line will relieve the loading on the existing line, and improve the reliability of the service to this area.

The proposed project shall provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances. The project will also abandon approximately 540 linear feet of existing 10-inch line that must be replaced or relocated into the utility easement.

The MBE participation will be with LD Construction of Beaumont. The total amount of the subcontracts is \$28,000, which represents 2.92% of the total bid.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

September 10, 2015

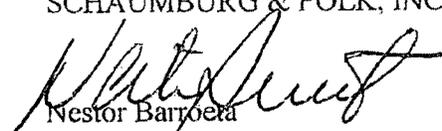
Amalia Villarreal, P.E.
Interim Water Utilities Director
City Of Beaumont
1350 Langham Road
Beaumont, Texas 77707

Re: City of Beaumont
Goodhue Road Sanitary Sewer Rehabilitation

Dear Mrs. Villarreal,

Based on a review of bids received on Thursday, September 3, 2015, and verification of the references it is our recommendation that the above referenced project be awarded to BDS Constructors, LLC dba MK Constructors in the amount of \$960,329.00 for the Base Bid, Items 1-25. See enclosed Bid Tabulation.

Sincerely,
SCHAUMBURG & POLK, INC.


Nestor Barroeta
Project Engineer

CC:

**BID TABULATION
CITY OF BEAUMONT
GOODHUE ROAD SANITARY SEWER REHABILITATION**

BID OPENING DATE: September 3, 2015, 2:00 p.m.

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		Brystar Contracting 8385 Chemical Road Beaumont, TX 77705	
				Unit Price	Item Total	Unit Price	Item Total
1.	1	LD	Mobilization , including payment bond, performance bond, insurance, and moving equipment to project, all in strict conformance with plans and specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	\$28,000.00	\$ 28,000.00	\$30,000.00	\$ 30,000.00
2.	1,400	SY	Concrete Pavement Repairs , all locations complete in place, including labor, equipment, excavation, all in strict accordance with plans and specifications for,	\$ 95.00	\$ 133,000.00	\$ 130.00	\$ 182,000.00
3.	3,200	LF	Saw Cut Concrete Pavement, and removal of excess concrete edges , complete in place, including labor, associated equipment, all in strict accordance with plans and specifications for,	\$ 10.00	\$ 32,000.00	\$ 15.00	\$ 48,000.00
4.	1,200	LF	12" Gravity Sewer under concrete pavement , complete in place, by open-cut, including labor, equipment, excavation, cement stabilized backfill, compaction, all in strict accordance with plans and specifications for,	\$ 392.00	\$ 470,400.00	\$ 350.00	\$ 420,000.00
5.	270	LF	12" Gravity Sewer under asphalt pavement , complete in place, by open-cut, including labor, equipment, excavation, cement stabilized backfill, base material, compaction, all in strict accordance with plans and specifications for,	\$ 329.00	\$ 88,830.00	\$ 400.00	\$ 108,000.00
6.	5	EA	Furnish and Install 48" Fiberglass Manholes , all depths, complete in place, including connections to sewer lines, ring and covers, labor, associated materials and fittings, excavation, cement stabilized backfill, bedding, all in strict accordance with plans and specifications for,	\$ 7,500.00	\$ 37,500.00	\$ 7,500.00	\$ 37,500.00
7.	1	EA	STA 0+12 Furnish and Install 48" Fiberglass Manholes , all depths, complete in place, including connections to sewer lines, labor, ring and covers, associated materials and fittings, excavation, cement stabilized backfill, bedding, all in strict accordance with plans and specifications for,	\$ 8,500.00	\$ 8,500.00	\$15,000.00	\$ 15,000.00
8.	1	EA	Connection to existing Manhole , complete in place, including connections to sewer lines, labor, associated materials and fittings, excavation, cement stabilized backfill, bedding, plugging existing lines, all in strict accordance with plans and specifications for,	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00
9.	1	LS	Abandonment of existing Manholes and sewerlines , complete in place, including connections to sewer lines, labor, associated materials and fittings, excavation, cement stabilized backfill, grouting, all in strict accordance with plans and specifications for,	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00
10.	2	EA	Furnish and Install Sewer Service Connections , complete in place, by open-cut, including cleanouts, boxes, connections to existing service lines, connections to new sewerline, labor, equipment, excavation, cement stabilized backfill, compaction, all in strict accordance with plans and specifications for,	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 8,000.00

**BID TABULATION
CITY OF BEAUMONT
GOODHUE ROAD SANITARY SEWER REHABILITATION**

BID OPENING DATE: September 3, 2015, 2:00 p.m.

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		Brystar Contracting 8385 Chemical Road Beaumont, TX 77705	
				Unit Price	Item Total	Unit Price	Item Total
11.	1	EA	Furnish and Install Oversized Catch Basin (Detail 1), all depths, complete in place, including connections to RCP lines, ring and covers, labor, associated materials and fittings, excavation, cement stabilized backfill, bedding, all in strict accordance with plans and specifications for.	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00
12.	1	EA	Furnish and Install Catch Basin (Detail 2), all depths, complete in place, including connections to RCP lines, ring and covers, labor, associated materials and fittings, excavation, cement stabilized backfill, bedding, all in strict accordance with plans and specifications for.	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
13.	1	EA	Furnish and Install Storm Sewer Junction Box (Detail G), all depths, complete in place, including steel split casing, connections to RCP lines, ring and covers, labor, associated materials and fittings, excavation, cement stabilized backfill, bedding, all in strict accordance with plans and specifications for.	\$ 7,500.00	\$ 7,500.00	\$10,500.00	\$ 10,500.00
14.	24	LF	15" RCP Storm Sewer under concrete pavement , complete in place, by open-cut, including labor, equipment, excavation, cement stabilized backfill, compaction, all in strict accordance with plans and specifications for.	\$ 85.00	\$ 2,040.00	\$ 180.00	\$ 4,320.00
15.	1,470	LS	Testing of Sewer Lines, including all labor, equipment, all in accordance with the plans and specifications for.	\$ 2.00	\$ 2,940.00	\$ 5.00	\$ 7,350.00
16.	1	LS	Testing of Sewer Manholes, including all labor, equipment, all in accordance with the plans and specifications for.	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00
17.	389	LF	PRE INSTALLATION TV Inspection Section from Sta 0+00 to Sta 3+89, including all labor, equipment, all in accordance with the plans and specifications for.	\$ 6.00	\$ 2,334.00	\$ 13.00	\$ 5,057.00
18.	2,600	LF	POST INSTALLATION TV Inspection ENTIRE PROJECT, including all labor, equipment, all in accordance with the plans and specifications for.	\$ 5.00	\$ 13,000.00	\$ 5.00	\$ 13,000.00
19.	300	TON	Additional Class I embedment for wet trench construction, as directed by the Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with the plans and specifications for.	\$ 50.00	\$ 15,000.00	\$ 45.00	\$ 13,500.00
20.	300	TON	Additional Cement stabilized sand, 1-1/2 sacks of cement per cubic yard sand for supplemental backfill as directed by Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with plans and specifications for.	\$ 38.00	\$ 11,400.00	\$ 32.00	\$ 9,600.00
21.	560	SY	Asphalt Pavement resurfacing, full street width, complete in place, including labor, equipment, rolling, emulsions, surface preparation, all in strict accordance with plans and specifications for.	\$ 58.00	\$ 32,480.00	\$ 30.00	\$ 16,800.00

**BID TABULATION
CITY OF BEAUMONT
GOODHUE ROAD SANITARY SEWER REHABILITATION**

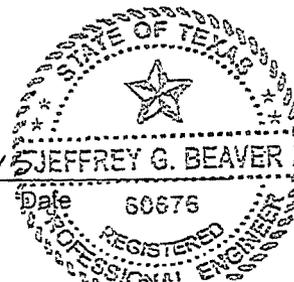
BID OPENING DATE: September 3, 2015, 2:00 p.m.

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		Brystar Contracting 8385 Chemical Road Beaumont, TX 77705	
				Unit Price	Item Total	Unit Price	Item Total
22.	1,470	LF	Groundwater Control by Well Point, all sewerline and manhole locations, complete in place, including labor, equipment, pumps, fuel, maintenance, setups, all in strict accordance with plans and specifications for,	\$ 12.00	\$ 17,640.00	\$ 35.00	\$ 51,450.00
23.	1,470	LF	Trench Safety, including all excavation, labor, equipment, backfill, and compaction, all in accordance with the plans and specifications for,	\$ 2.00	\$ 2,940.00	\$ 5.00	\$ 7,350.00
24.	1	LS	Furnish, Install, and Maintain all Traffic Control, including all signage, devices, setup, flagging, labor and equipment, all in strict accordance with plans and specifications for,	\$20,700.00	\$ 20,700.00	\$20,000.00	\$ 20,000.00
25.	1	LS	Traffic Control Plan, Contractor to furnish a traffic control plan to the City for review and approval. Plan must meet latest MUTCD Guidelines.	\$ 8,625.00	\$ 8,625.00	\$ 8,250.00	\$ 8,250.00
				\$960,329.00		\$1,050,177.00	
				Bid Schedule		YES	
				Bid Summary		YES	
				Bid Bond		YES	
				Corporate Resolution		YES	
				Info Required of Bidders		YES	
				MBE Schedule C		YES	
				Conflict of Interest Form		YES	
				Conflict of Interest Quest.		NO	
				Minority Business Utilization		NO	
				Insurance Verification Affidavit		YES	
				Acknowledged Addendum Nos		3	

The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation of the Bids received.

Jeffrey G. Beaver
Signature

9-8-15



RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

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

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

- Mayor Becky Ames -

September 29, 2015

Consider a resolution granting a new solid waste transportation service agreement

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider granting a new solid waste transportation service agreement.

BACKGROUND

According to City Ordinance 22.05.101, no person shall engage in the business of collecting, hauling or transporting, in the city, any garbage, waste or refuse, without first having obtained a franchise from the City. Seven (7) entities currently have nonexclusive franchise agreements with the City and are doing business in this area. Piney Woods Sanitation Inc. has requested that the City Council grant the company such franchise agreement. Piney Woods Sanitation serves southeast Texas with its corporate office located at 517 Hwy 69 North in Huntington, Texas.

The requested franchise is generally the same as those previously approved by City Council. It provides for a term of one year from its effective date and a franchise fee of seven percent (7%) of gross revenues received for service. It also requires the entity to indemnify the City of Beaumont and provide insurance which names the City of Beaumont as a named insured.

According to City Charter, franchise ordinances require readings at three (3) separate Council meetings, with the third not less than thirty (30) days from the first reading. The ordinance does not take effect until sixty (60) days after its adoption on the third and final reading. After passage, the ordinance must be published for four (4) consecutive weeks in a newspaper of general circulation in the city. All publication costs are paid by the franchisee. Attached is a copy of the franchise agreement for your review.

This is the third reading. The first reading was on August 25, 2015 and the second on September 15, 2015.

FUNDING SOURCE

A franchise fee of seven percent (7%) of gross receipts will be paid to the City.

RECOMMENDATION

Approval of resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A FRANCHISE FOR
SOLID WASTE COLLECTION AND TRANSPORTATION
SERVICES TO PINEY WOODS SANITATION, INC.

WHEREAS, Piney Woods Sanitation, Inc. (the "Company") has requested a franchise to operate a solid waste collection and transportation service within the City of Beaumont, Texas (the "City"); and,

WHEREAS, the City desires to grant such franchise;

NOW, THEREFORE, BE IT ORDAINED BY 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

Section 1.

Grant of Authority

There is hereby granted by the City the right and privilege to operate and maintain within the City a solid waste collection and transportation service (the "service"). For purposes of this franchise, the term "solid waste collection and transportation service" shall mean the regular business of collection, hauling or transporting any garbage, rubbish, waste or refuse from locations in the City, and the disposal of such material in accordance with law. The franchise granted herein is nonexclusive, and franchises may be granted to other persons for service.

Section 2.

Term of Franchise

The franchise herein granted shall take effect and be in force sixty (60) days after the final passage hereof as required by law and upon the filing by the Company of an acceptance with the City Clerk, and shall continue in force and effect until one (1) year thereafter. The acceptance required hereunder must be in writing and filed with the City Clerk within thirty (30) days after final passage hereof. Upon the expiration of the term hereof, this franchise shall continue on a month-to-month basis until terminated by either party or extended or replaced.

Section 3.

Rates

The Company shall establish rates for service which are uniform as to customer class based upon such criteria as type of waste, container size, frequency of collection, and distance of travel. The Company shall file its initial rates for service with its acceptance as required herein. Such rates shall, unless modified by the City, be effective with the effective date of this franchise. Any modifications in rates by the Company shall first be filed with the City Clerk and City Attorney and shall be effective thirty (30) days after such filing unless modified by City as provided herein. Nothing herein shall prevent the Company from charging uniform rates which are less than the rates filed with the City. The City shall have the right to establish rates charged by Company for services performed hereunder, after notice and hearing. Rates established by the City shall be sufficient to allow the Company an opportunity to earn a reasonable return on its invested capital used in providing such services.

Section 4.

Franchise Fee

The Company shall pay to the City, on or before the fifteenth (15th) day of each month, a sum equal to SEVEN PERCENT (7%) of the gross revenues received for service in the previous month as payment for the use of the City's streets, alleys and rights-of-way. The payments herein provided do not relieve Company from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally. City shall have the right, at any reasonable time, to audit the books and records of the Company and the Company is hereby required to make such books and records available at the request of City. Upon written acceptance, the Company shall furnish to the City a listing of customers served, including customer name, address, frequency of pick-up, size of container or type of service and charge for same. The following reports shall be filed monthly with the City Manager or his designee along with the street rental payment required herein:

Upon written request and within thirty (30) days of receipt, the Company shall furnish to the City adequate reconciliation of reported revenues which would include: a listing of names and addresses of all customers served, frequency of pick-up, size of container or type of service and charge for same, and date service was initiated and discontinued.

Section 5.

Indemnity, Insurance and Bond

The Company shall at all times during the effective period of this franchise, carry liability insurance as provided herein. The Company covenants and agrees at all times to indemnify and save harmless the City, its officers, agents, employees, and any member of the public against any and all injuries, damages, claims, causes of action or loss of

compensation arising or resulting from Company's operations under this franchise, whether or not such loss was caused by the negligence of the City, its agents, servants or employees. Upon notice given Company by City, Company must defend at its own expense, any action or suit brought against the City because of any work or other acts done by the Company under the terms of this franchise. Counsel chosen by Company to defend City must be satisfactory to City. Company will pay any final judgment which might be obtained against City by reason of any work or acts done hereunder by Company, its agents, servants or employees, and Company will pay all damages occurring to any person or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

The Company agrees to carry insurance as follows:

- 1) Workers' Compensation
The Company shall furnish the City Clerk a certificate of insurance indicating workers' compensation coverage as required by the State of Texas.
- 2) Automobile Liability Insurance
The Company shall carry, in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand Dollars (\$100,000.00) property damage. This policy shall include City as an additional named insured and provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise, and it shall be maintained in force during the term of the franchise.
- 3) General Liability
The Company shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage. The policy shall name the City as named insured and

provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise and maintained in force during the term of the franchise.

Section 6.

Compliance with Laws and Ordinances

The Company shall, at all times during the term of this franchise, be subject to all lawful exercise of police power by the City and to such reasonable regulations as the City shall hereafter by ordinance provide. In addition, the Company will observe all city, county, state, and federal laws regulating the collection and disposal of solid waste.

Section 7.

Service Standard and Equipment

The Company shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. All vehicles, containers, and equipment used for the collection and transportation of solid waste shall be constructed, operated and maintained to prevent loss of liquid or solid waste material and to minimize health and safety hazards to solid waste management personnel and the public. Such vehicles, containers, and equipment used shall be maintained in a clean, sanitary condition and free from odors at all times. All vehicles and equipment shall comply with federal, state, and local regulations. Collection vehicles and all bulk, commercial, and roll-off type containers shall be painted and numbered and shall have the Company's name and telephone number painted in letters of a contrasting color. Such containers may not be placed on any street or right-of-way within the City. All

collections shall be made directly from the premises of the customer and any emptied containers returned directly to such premises.

Section 8.

Providing Services

The Company shall provide service to any person, firm, corporation, association or entity inside the City of Beaumont who requests such service and is not delinquent in the payment of collection charges due the Company.

Section 9.

Office

The Company shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 A.M. to 5:00 P.M. each and every day except Saturday, Sunday and holidays.

Section 10.

Interruption of Service

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, then the City shall have the right to terminate the rights and privileges granted in this franchise.

Section 11.

Termination

In the event that any provision of this franchise is violated by the Company, the City may serve written notice upon the Company of its intention to terminate this franchise. The notice shall contain the reasons for such intention to terminate the franchise. Unless within ten (10) days after mailing such notice by City to the Company, such violation shall cease, or satisfactorily arrangements for correction be made by Company, the City Council may, after a public hearing in which Company is provided an opportunity to present evidence concerning such violation, declare the franchise terminated and serve written notice upon the Company of the termination and the termination of the franchise shall be effective upon the mailing of such notice.

Section 12.

Transfer of Franchise Rights

Franchise rights granted hereunder shall not be transferred to another without the approval of City. A single transfer or a series of transfers of Company's stock which constitute a transfer of a majority interest in Company is subject to the prior approval of City.

Section 13.

Notices

Where written notices are provided for in this ordinance, same shall be sufficient to notify Company when provided by certified mail to:

Piney Woods Sanitation, Inc.
517 Hwy 69
Huntington, TX75949-8893

Notice to City is sufficient if mailed by certified mail to:

City Manager
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

Section 14.

If any section, sentence, clause, paragraph or phrase of this ordinance, other than Section 4, is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of this ordinance. If Section 4 hereof is held to be invalid for any reason, the ordinance shall be immediately invalid.

Section 15.

It is agreed by City and Company that venue of any legal proceedings under this franchise agreement shall be in Jefferson County, Texas.

Section 16.

Vehicle Permits

Twenty (20) days prior to the effective date of this franchise, the Company shall furnish to the City a list of all vehicles to be providing solid waste collection and disposal service under this franchise. Such list shall include state license number, year, make, model and manufacturer's rated capacity for each vehicle. Vehicles not having a valid City of Beaumont landfill permit will not be allowed to operate under this agreement nor utilize the City refuse disposal facility. If at any time a vehicle or equipment is found to be in noncompliance with Section 7 of this franchise, the Company will be notified of its violation and said equipment or vehicle shall be removed from service upon receipt of written notification.

Failure to comply with this provision or to falsify the information concerning the location of the service of the vehicle shall be a material breach of this franchise. Should City decide not to terminate this franchise because of any violation of this Section, Company's disposal fee at City's landfill shall be doubled for all of Company's vehicles for a period of sixty (60) days.

PASSED BY THE CITY COUNCIL of the City of Beaumont on first reading this the 25th day of August, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont on second reading this the 15th day of September, 2015.

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

-Mayor Becky Ames -

ACCEPTANCE:

Piney Woods Sanitation, Inc.

By: _____
(Company Owner/Representative)

PUBLIC HEARING

- * Receive comments related to the mandatory payment rate for the Local Provider Participation Fund (LPPF) for FY 2016

September 29, 2015

Consider setting the mandatory payment rate related to the Local Provider Participation Fund (LPPF) for FY 2016

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 29, 2015

REQUESTED ACTION: Council consider setting the mandatory payment rate related to the Local Provider Participation Fund for FY 2016 and holding a public hearing.

BACKGROUND

On June 9, 2015, the City Council authorized the City's participation in a municipal health care provider participation program to support the payment of Medicaid supplemental hospital payments to Safety-Net Hospitals in the City. At the same time, the City Council authorized the execution of indicate care affiliation agreements with Baptist Hospitals of Southeast Texas and Christus Hospital. In addition, on July 28, 2015, the City Council approved model rules and procedures related to the City of Beaumont's facilitation of the program. The City of Beaumont is required to set the amount of the mandatory payments required to be paid by the hospitals. The mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the municipality. The mandatory payment rate for the fiscal year ending in 2016 will be 5%.

FUNDING SOURCE

Local Safety-Net Hospitals will make mandatory payments into the Beaumont Municipal Health Care Provider Participation Fund.

RECOMMENDATION

Approval of ordinance.

RESOLUTION NO.

RESOLUTION SETTING THE MANDATORY PAYMENT RATE
FOR THE FISCAL YEAR 2016 FOR THE LOCAL PROVIDER
PARTICIPATION FUND IN THE MUNICIPAL HEALTH CARE
PROVIDER PARTICIPATION PROGRAM.

WHEREAS, the Eighty-Fourth Texas Legislature enacted by unanimous consent Senate Bill 1387, which added Chapter 295 to the Health and Safety Code and which went into effect May 23, 2015; and,

WHEREAS, pursuant to Section 295.003 of the Health and Safety Code, the City Council of the City of Beaumont on June 9, 2015, by the passage of Ordinance No. 15-016, authorized the City of Beaumont to participate in a municipal health care provider participation program and establish a Local Provider Participation Fund; and,

WHEREAS, the purpose of participation in a municipal health care provider participation program is to help local providers gain access to the Texas Transformation & Quality Improvement 1115 Medicaid Waiver; and,

WHEREAS, the funding for the Local Provider Participation Fund is generated from revenue from a mandatory payment ordered by the City Council of the City of Beaumont on June 9, 2015, by passage of Ordinance No. 15-016, from an institutional health care provider to fund certain intergovernmental transfers and indigent care programs; and,

WHEREAS, pursuant to Section 295.052 of the Health and Safety Code, the City Council of the City of Beaumont on June 9, 2015, by passage of Ordinance No. 15-016, authorized the City of Beaumont to collect a mandatory payment from each institutional health care provider located in the City Beaumont; and,

WHEREAS, pursuant to Section 295.053 of the Health and Safety Code, the City Council of the City of Beaumont on July 28, 2015, by the passage of Resolution No. 15-152, adopted rules relating to the administration of the mandatory payment; and,

WHEREAS, pursuant to Section 295.054 of the Health and Safety Code, the City Council of the City of Beaumont on July 28, 2015, by the passage of Resolution No. 15-152, required each institutional health care provider to submit to the City of Beaumont a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections; and,

WHEREAS, pursuant to Section 295.102 of the Health and Safety Code, the City Council of the City of Beaumont on July 28, 2015, by the passage of Resolution No. 15-152, designated Wells Fargo Bank, N.A., located at 6250 Delaware, Beaumont, Texas, 77706, as the depository for mandatory payments received by the City of Beaumont; and,

WHEREAS, pursuant to Section 295.151 of the Health and Safety Code, the governing body of a municipality that collects a mandatory payment shall update the amount of the mandatory payment on an annual basis;

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,

1. Sets the amount of the mandatory payment for the fiscal year ending in 2016 as Five percent (5%) of the net patient revenue of an institutional health care provider located in the City of Beaumont; and
2. Authorizes the City Council of the City of Beaumont to take all other actions necessary to meet the requirements of Chapter 295.

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

- Mayor Becky Ames -

Attest:

Tina Broussard, City Clerk

Approved as to form:

Tyrone E. Cooper, City Attorney

WORK SESSION

- * Review and discuss amending an existing ordinance to remove the structure located at 3180 Robinhood as a substandard structure

September 29, 2015

Consider amending Ordinance No. 14-009, to remove the demolition order for the structure at 3180 Robinhood and instead order that the property owner enter into a work program within ten (10) days and complete the work program within one-hundred fifty (150) days or the property be demolished without further notification

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: September 29, 2015

REQUESTED ACTION: City Council, amend Ordinance Number 14-009, to remove the demolition order for the structure at 3180 Robinhood and instead order that the property owner enter into a work program within ten (10) days and complete the work program within one-hundred fifty (150) days or the property be demolished without further notification.

BACKGROUND

3180 Robinhood was declared unsafe on May 17, 2013. The owners and lienholder, Anitra Williams and GMAC Mortgage of Westlake, Texas were informed of the condition of the structure and its need for repair. With no further action taken by either party, in February, 2014, the City Council ordered that the structure be demolished. The file was then forwarded to the State for demolition under the Disaster Recovery Program. In September, 2015, Mayor Pro Tem Mike Getz was contacted about a party wanting to purchase and repair the condemned structure. Mayor Pro Tem Getz and Councilman W.L. Pate requested this item be placed on the agenda for consideration.

By amending Ordinance Number 14-009, this would allow the new owner to enter into a work program and complete the needed restoration of the structure within the newly allotted time.

FUNDING SOURCE

CDBG Grant Funds.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.14-009

ENTITLED AN ORDINANCE FINDING CERTAIN STRUCTURES TO BE PUBLIC NUISANCES AND ORDERING THEIR DEMOLITION AND REMOVAL OR REPAIR; PROVIDING FOR SEVERABILITY AND PROVIDING FOR A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That the City Council of the City of Beaumont hereby finds and declares the buildings located at:

1. 5145 Ada (auxiliary building)	2. 2625 Amarillo & storage building
3. 1650 Avenue A & auxiliary buildings	4. 2280 Avenue E & auxiliary building
5. 3255 Blossom	6. 1805 Broadway (garage)
7. 2325 Cartwright	8. 2007 Corley
9. 2210 Delaware	10. 4450 Diamond & storage building
11. 5640 Downs	12. 1192 Elgie
13. 1701 Elgie	14. 684 Euclid & garage
15. 2620 Euclid	16. 2640 Euclid
17. 2695 Euclid	18. 3625 Euclid & storage building
19. 2345 Fillmore (auxiliary buildings)	20. 3730 Fonville (auxiliary buildings)
21. 2600 Girolamo (commercial)	22. 2855 Glenwood & storage building
23. 1447 Grand	24. 7915 Helbig & storage building
25. 3895 Kenneth (commercial)	26. 4800 Kenneth
27. 4175 Lakner (garage apartment)	28. 1620 E. Lavaca
29. 5385 Laverna (auxiliary buildings)	30. 1194 Liberty
31. 1915 Lucille & storage building	32. 3710 W. Lynwood & garage
33. 495 N. Major & auxiliary buildings	34. 840 Oakland

35. 2905-07 Pecos (Duplex)	36. 2475 Pierce & garage
37. 1155 Pope (auxiliary building)	38. 3180 Robinhood
40. 2475 Rusk	41. 2615 Santa Fe
42. 430 E. Simmons & storage building	43. 245 N. 6 th Street (garage apartment)
44. 3360 St. Helena	45. 2016 Tulane
46. 4045 Usan (travel trailer)	47. 2450 Washington
48. 3490 Washington (commercial)	49. 2035 Wilson
50. 2290 Wilson	

to be public nuisances in that said buildings violate Chapter 24, Article 24.04, Section 24.04.001 of the Code of Ordinances of the City of Beaumont and are for want of repairs, or by reason of age or dilapidated, decayed, unsafe or unsanitary condition, or otherwise unfit for human habitation, or otherwise likely to endanger the health, safety or general welfare of the citizens of the City.

Section 2.

In accordance with Article XVII, Section 2, of the Charter of the City of Beaumont, Chapter 24, Article 24.04 of the Code of Ordinances of Beaumont, Texas, it is hereby ordered that the owner or owners of the following described buildings demolish and remove said structures within ten (10) days of the effective date of this ordinance.

If the property owner(s) fail(s) to comply within ten (10) days, Council orders that the property be demolished without further notification to the property owners or City Council action.

1. 5145 Ada (auxiliary building)	2. 2625 Amarillo & storage building
3. 1650 Avenue A & auxiliary buildings	5. 3255 Blossom
7. 2325 Cartwright	9. 2210 Delaware

10. 4450 Diamond & storage building	11. 5640 Downs
13. 1701 Elgie	14. 684 Euclid & garage
15. 2620 Euclid	16. 2640 Euclid
17. 2695 Euclid	18. 3625 Euclid & storage building
19. 2345 Fillmore (auxiliary buildings)	20. 3730 Fonville (auxiliary buildings)
21. 2600 Girolamo (commercial)	22. 2855 Glenwood & storage building
23. 1447 Grand	24. 7915 Helbig & storage building
25. 3895 Kenneth (commercial)	26. 4800 Kenneth
27. 4175 Lakner (garage apartment)	28. 1620 E. Lavaca
29. 5385 Laverna (auxiliary buildings)	31. 1915 Lucille & storage building
33. 495 N. Major & auxiliary buildings	34. 840 Oakland
35. 2905-07 Pecos (Duplex)	36. 2475 Pierce & garage
37. 1155 Pope (auxiliary building)	38. 3180 Robinhood
40. 2475 Rusk	41. 2615 Santa Fe
42. 430 E. Simmons & storage building	43. 245 N. 6 th Street (garage apartment)
44. 3360 St. Helena	45. 2016 Tulane
46. 4045 Usan (travel trailer)	47. 2450 Washington
48. 3490 Washington (commercial)	49. 2035 Wilson
50. 2290 Wilson	

Section 3.

In accordance with Article XVII, Section 2, of the Charter of the City of Beaumont, Chapter 24, Article 24.04 of the Code of Ordinances of Beaumont, Texas, it is hereby ordered that the property owner(s) of the following described buildings execute a work program with the City within ten (10) days of the effective date of this ordinance and either demolish or complete all repairs and receive a Certificate of Occupancy within

one-hundred fifty (150) days. Should the owner(s) fail to obtain substantial completion as defined in the work program, within ninety (90) days from the initiating date of the work program, Council hereby orders that the property be demolished without further notification to the property owner(s) or City Council action.

✓4. 2280 Avenue E & auxiliary building	✓6. 1805 Broadway (garage)
✓8. 2007 Corley	✓12. 1192 Elgie
✓30. 1194 Liberty	✓2. 3710 W. Lynwood & garage

14-009

Section 4.

If a property owner requests and is authorized by City Council to enroll in a work program, all properties are to be secured from unauthorized entry, and all delinquent taxes shall be paid in full or a payment plan executed prior to the enrollment of the property in the work program.

Section 5.

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 6.

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.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING ORDINANCE NO. 14-009 TO ALLOW THE OWNER OF PROPERTY LOCATED AT 3180 ROBINHOOD TO ENROLL INTO A WORK PROGRAM.

WHEREAS, on February 25, 2014 the City Council of the City of Beaumont, Texas approved Ordinance No. 14-009 finding certain structures to be public nuisances and ordering their demolition and removal or repair; and,

WHEREAS, the structure located at 3180 Robinhood was ordered demolished and removed; and,

WHEREAS, the file was then forwarded to the State for demolition under the Disaster Recovery Program; and,

WHEREAS, in September, 2015 the City was approached about a party wanting to purchase and repair the condemned structure located at 3180 Robinhood; and,

WHEREAS, an amendment to Ordinance No. 14-009 is required to allow enrollment into a work program by the new owner for the structure located at 3180 Robinhood; and,

WHEREAS, enrollment into the work program shall occur within ten (10) days after the effective date of the amended ordinance and complete the work program within one-hundred fifty (150) days or the property will be demolished without further notification;

NOW, THEREFORE, BE IT ORDAINED

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 Ordinance No. 14-009 is hereby amended to allow the new owner of property located at 3180 Robinhood to enroll into a work program; and,

BE IT FURTHER ORDAINED THAT enrollment in the work program for property located at 3180 Robinhood shall occur within ten (10) days after the effective date of the amended ordinance and complete the work program within one-hundred fifty (150) days or the property will be demolished without further notification.

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

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss the City of
Beaumont's Emergency Management
Plan

PUBLIC HEARING

- * Receive comments related to the City of Beaumont's Emergency Management Plan

WORK SESSION

- * Review and discuss a proposed change by Jefferson County regarding the collection of city warrants and bonds at the County Jail