



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

CONSENT AGENDA

* Approval of minutes – September 23, 2014

* Confirmation of committee appointments

Confirm the appointment of Gillian Jenkins to a three-year term to the Civil Service Commission, effective October 5, 2014 (Kyle Hayes, City Manager)

A) Authorize a one year contract with the Art Museum of Southeast Texas

B) Authorize a one year contract with the Texas Energy Museum

C) Authorize a one year contract with BUILD, Inc., Beaumont Main Street

D) Authorize a one year contract with the Southeast Texas Arts Council (SETAC)

E) Authorize a one year contract with Beaumont Heritage Society/John Jay French Museum

F) Authorize the execution of an Interlocal Agreement with various local entities related to the South East Texas Regional Radio System

G) Authorize the City Manager to receive funding through the Department of Homeland Security Supplemental 2014 Port Security Grant Program

H) Approve the purchase of High Density Polyethylene Pipe from ACT Pipe & Supply, Inc., of Beaumont

I) Authorize the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for the Preparedness and Prevention Community Preparedness Section/Bioterrorism Discretionary Public Health Emergency Preparedness Grant awarded to the Beaumont Public Health Department

J) Authorize the execution of an Interlocal Agreement outlining sharing local license plate data between the Beaumont Police Department and the Houston High Intensity Drug Trafficking Area

RESOLUTION NO.

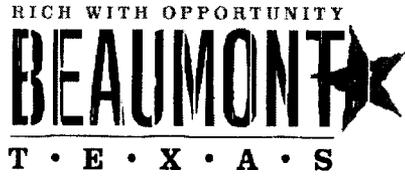
BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following appointment be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Gillian Jenkins	Civil Service Commission	10/05/14	10/04/17

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of
September, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 30, 2014

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 2015.

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 lease on the land and building to be used as an art museum. The City supports AMSET with annual allocations in accordance with the lease agreement. 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 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 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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, 2014. 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 _____, 2014.

CITY OF BEAUMONT

ART MUSEUM OF SOUTHEAST TEXAS

By: _____
Kyle Hayes
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Name: _____
Title: _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with the Texas Energy Museum in the amount of \$95,000 for FY 2015.

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 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 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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, 2014 from funds as available and collected from the hotel occupancy tax.

EXHIBIT "A"

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, 2014 to September 30, 2015.

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, 2015.

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 _____, 2014.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

TEXAS ENERGY MUSEUM, INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 30, 2014

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 2015.

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 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 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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, 2014. 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, 2015.

SUSPENSION AND TERMINATION

The term of this agreement will be October 1, 2014, through September 30, 2015. 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 _____, 2014.

CITY OF BEAUMONT

By: _____
City Manager
"CITY"

ATTEST:

By: _____
City Clerk

BUILD, INC.
BEAUMONT MAIN STREET

By: _____
Executive Director
"BUILD"

ATTEST:

By: _____
Name: _____
Title : _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 30, 2014

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 2015.

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. 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 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 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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, 2014, 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, 2015.

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 _____, 2014.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

SOUTHEAST TEXAS ARTS COUNCIL

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 30, 2014

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 2015.

BACKGROUND

The City 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 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 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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, 2014 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, 2014 to September 30, 2015.

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, 2015.

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 _____, 2014.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

BEAUMONT HERITAGE SOCIETY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing the execution of an Interlocal Agreement with various local entities related to the South East Texas Regional Radio System.

BACKGROUND

The Cities of Beaumont, Groves, Nederland, Orange, Port Arthur, and Port Neches, as well as Jefferson County, and Hardin County collaborated to apply for grant funding to maintain and enhance the South East Texas Regional Radio System (SETRRS) in accordance with the interlocal interoperability agreement. Beaumont, Port Neches and Port Arthur received awards from the Department of Homeland Security (DHS) 2014 Port Security Grant Program to cover project costs totaling \$3,094,458. Under the existing agreement, each participating jurisdiction contributes a share of the maintenance costs based on the number of radios on the system.

FUNDING SOURCE

Local matches required by the City of Beaumont are appropriated in the Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute an Interlocal Agreement between the City of Beaumont and the Cities of Port Neches, Nederland, Orange, Groves, and Port Arthur and the Counties of Jefferson and Hardin for the allocation of the award of federal grant funds and local matching costs between the local governmental entities participating in the South East Texas Regional Radio System (SETRRS). The Interlocal 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 30th day of September, 2014.

- Mayor Becky Ames -

INTERLOCAL AGREEMENT

WHEREAS, the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Jefferson County, Hardin County, and the City of Orange herein called “Stakeholders”, made applications with the Port Security Grant Program 2014 with three (3) separate grant applications to the Department of Homeland Security (DHS) in an amount totaling \$3,094,458 (Federal \$2,320,844; Match \$773,614) to improve “Interoperability” on the South East Texas Regional Radio System (SETRRS) shown in Exhibit A; and,

WHEREAS, certain Stakeholders are participating in sharing costs on each of the three (3) separate grant applications depending on where they are located or how they are using the SETRRS; and,

WHEREAS, the three (3) applications include: **Application #1** by the City of Port Neches includes Project #1 on Exhibit A in the amount of \$900,458 (Federal \$675,343; Match \$225,114) for 20 GTR8000 P25 repeaters - match cost shared between Port Neches, Nederland, and Groves; **Application #2** by the City of Port Arthur includes Projects #2 & #3 on Exhibit A in the amount of \$1,509,000 (Federal \$1,131,750; Match \$377,250) for towers in Port Arthur and Hardin County - match cost shared between all Stakeholders except for the City of Orange; **Application #3** by the City of Beaumont includes Project #4 on Exhibit A in the amount of \$685,000 (Federal \$513,750; Match \$171,250) for annual Motorola maintenance costs in FY 15-16 - Match cost shared with all Stakeholders; and,

WHEREAS, On **Application #1** - the Cities of Port Neches, Nederland, and Groves herein called “Cities”, with the City of Port Neches as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of \$900,458 for 20 GTR8000 P25 repeaters to improve “Interoperability” on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, as Stakeholders on the SETRRS, the Cities are participating in the completion of replacement of analog repeaters with P25 repeaters on the four (4) Jefferson County towers for which the other Jefferson County Stakeholders (Jefferson

County, Beaumont, and Port Arthur) have already replaced their portion of the repeaters on the Jefferson County towers of the SETRRS; and,

WHEREAS, 20 GTR8000 P25 repeaters will be located in Jefferson County at four (4) tower locations as follows: 1) 5 each go to the tower on Pine and Marina Street in Beaumont, Texas; 2) 5 each go to the tower on 337 Pine Street, Port Neches, Texas; 3) 5 each go to the tower on Meeker Road and Highway 90, Beaumont, Texas; and 4) 5 each go to the tower on Highway 73, 9.3 miles east of Winnie, Texas; and,

WHEREAS, it is necessary for the Cities to establish a structure as to how the 25% match costs are distributed by per capita as per Interlocal Agreement dated the 8th day of June A.D., 1993 between the Cities: Project #1: Port Neches - \$65,485.81, Nederland - \$83,877.66, and Groves - \$75,751.03 for the SETRRS, which are illustrated on Exhibit A and are split between FY 14-15 and FY 15-16; and

WHEREAS, On **Application #2** - the Cities of Port Neches, Nederland, Groves, Port Arthur, Beaumont, Jefferson County, and Hardin County herein called "Entities", with the City of Port Arthur as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of \$1,509,000 for Project #2 - one tower & repeaters at the Port Arthur Water Plant and Project #3 - repeater equipment for one leased tower in Sour Lake, Hardin County to improve "Interoperability" on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, it is necessary for the Entities to establish a structure as to how the 25% match costs are distributed between the Entities: Project #2: Port Neches – \$15,606.18, Nederland - \$18,254.50, Groves - \$11,160.78, Port Arthur – \$48,142.70, Beaumont - \$125,227.76, Jefferson County - \$54,858.08, and Project #3: Hardin County - \$104,000, which are illustrated on Exhibit A; and,

WHEREAS, On **Application #3** - all Stakeholders with the City of Beaumont as the applicant, submitted and were awarded a Port Security Grant in 2014 from the Department of Homeland Security (DHS) in the amount of \$685,000 for Annual Motorola maintenance costs to reduce recurring costs and improve "Interoperability" on the South East Texas Regional Radio System (SETRRS); and,

WHEREAS, it is necessary for the Stakeholders to establish a structure as to how the 25% match costs are distributed between the Stakeholders: Project #4: Port Neches – \$7,162.55, Nederland - \$8,378.01, Groves - \$5,122.31, Port Arthur – \$22,095.37, Beaumont - \$57,474.02, Jefferson County - \$25,177.44, Hardin County - \$12,284.85, and Orange - \$33,555.45 which are illustrated on Exhibit A; and,

WHEREAS, each Stakeholder, under authority of the Interlocal Cooperation Act, §§791.001 *et seq*, Texas Government Code, has determined that it is in their best interests to enter into this Interlocal Agreement.

NOW, THEREFORE, THE STAKEHOLDERS AGREE AS FOLLOWS:

1. To pay the 25% Match Costs on the respective Projects as shown in Exhibit A.

BILLING FROM PORT NECHES

Application #1 - 20 GTR8000 P25 repeaters:

1. The 25% match amount for purchasing 20 GTR8000 P25 repeaters will be paid by each member of the Cities with the calculation based on per capita population as per Interlocal Agreement dated the 8th day of June A.D., 1993 between the Cities for services provided at Central Dispatch located in Nederland (see Project #1 on Exhibit A). The total portion for each city is as follows: Port Neches - \$65,485.81, Nederland - \$83,877.66, and Groves - \$75,751.03.

2. The Entities shall remit payment to the City of Port Neches within 30 calendar days of date of such invoice.

BILLING FROM PORT ARTHUR

Application #2 – Towers in Port Arthur & Hardin County:

1. The 25% match amount for purchasing a Tower and equipment to be located at the Port Arthur Water plant in Jefferson County; and, the 25% match amount for purchasing Tower equipment for a leased tower in Sour Lake, Hardin County, will be paid by each member of the entities with the calculation based on the number of subscriber units on the SETRRS within their respective Counties as per Amended Interlocal Agreement, South East Texas Regional Radio System dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS (see Project #2 and Project #3 on Exhibit A).

2. Exhibit A - Project #2: The total match portion for each entity in Jefferson County is as follows: Port Neches - \$15,606.18, Nederland - \$18,254.50, Groves - \$11,160.78, Port Arthur - \$48,142.70, Beaumont - \$125,227.76, and Jefferson County - \$54,858.08 (see Exhibit A). The City of Port Arthur shall invoice the Cities of Port Neches, Nederland, Groves, Beaumont, and Jefferson County upon completion of the Jefferson County Tower.

3. Exhibit A - Project #3: The total match portion for Hardin County is \$104,000.00 (see Exhibit A). The City of Port Arthur shall invoice Hardin County upon completion of the installation of equipment at the leased tower in Sour Lake, Hardin County.

4. The Entities shall remit payment to the City of Port Arthur within 30 calendar days of date of such invoice.

BILLING FROM JEFFERSON COUNTY

Application #3 – Motorola Maintenance in FY from October 2015-September 2016:

1. Motorola Maintenance fees for the Stakeholders will be invoiced from Jefferson County as shown in Project #4 (see Exhibit A) as per Amended Interlocal Agreement, South East Texas Regional Radio System, dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS in May 2016.

2. Project #4: (see Exhibit A) The City of Beaumont will draw down the Federal funds from the Port Security Grant Program, 2014 and pay the Federal

Allocation of \$513,750 for Motorola maintenance in May of 2016. The 25% grant match amount of \$171,250 of the remaining Motorola maintenance fees in FY from October 2015-September 2016 is divided among Stakeholders as follows: Port Neches - \$7,162.55, Nederland - \$8,378.01, Groves - \$5,122.31, Port Arthur - \$22,095.37, Beaumont - \$57,474.02, Jefferson County - \$25,177.44, Hardin County - \$12,284.85, and Orange - \$33,555.45. (see Exhibit A).

3. The Stakeholder entities shall remit payment, with the exception of the City of Beaumont, to Jefferson County as per the calculation based on the number of subscriber units on the SETRRS within their respective Counties as per Amended Interlocal Agreement, South East Texas Regional Radio System dated the 27th day of March A.D., 2012 between the Stakeholders for services on the SETRRS within 30 calendar days of date of such invoice and reflect the 25% grant match amount for Motorola maintenance for FY from October 2015-September 2016.

4. Jefferson County shall remit Stakeholder entity matching funds to the City of Beaumont within 30 calendar days of date of such invoice.

City of Port Neches

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION

City Manager

City of Nederland

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION:

City Manager

City of Groves

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION

City Manager

City of Port Arthur

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION

City Manager

City of Beaumont

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION

City Manager

Jefferson County

County Judge

APPROVED FOR FORM:

County Attorney

Hardin County

County Judge

APPROVED FOR FORM:

County Attorney

City of Orange

Mayor

ATTEST:

City Secretary

APPROVED FOR FORM:

City Attorney

APPROVED FOR ADMINISTRATION

City Manager



G

City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider authorizing the City Manager to receive funding in the amount of \$513,750 through the Department of Homeland Security Supplemental 2014 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 because the Port is designated as critical to national infrastructure. Annual maintenance cost on the regional radio system is \$685,000. The federal award of \$513,750 will be applied toward the anticipated cost for fiscal year 2016. Maintenance costs are allocated to each participating jurisdiction based on the number of radios each uses and each of these jurisdictions will pay their commensurate portion of the required local match of \$171,250 as outlined in the regional memorandum of understanding. Beaumont's share of the local match will be \$57,474.02.

FUNDING SOURCE

Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to receive funding in the amount of \$513,750 through the Department of Homeland Security Supplemental 2014 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 2014 Port Security Grant Program (PSGP) in the amount of \$513,750.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of High Density Polyethylene Pipe (HDPE) from ACT Pipe & Supply, Inc., of Beaumont in the amount of \$55,233.

BACKGROUND

Bids were requested for the purchase of 1,300 feet of 16 inch HDPE pipe, for use by the Water Utilities Department for inventory replenishment in the Sewer Rehabilitation Program. Five (5) vendors were notified; five (5) bids were received. The low bid of \$55,233 was received from ACT Pipe & Supply, Inc.

FUNDING SOURCE

Water Fund.

RECOMMENDATION

Approval of resolution

RESOLUTION NO.

WHEREAS, bids were solicited for 1,300 feet of 16" high density polyethylene pipe (HDPE) for use by the Water Utilities Department for inventory replenishment in the Sewer Rehabilitation Program; and,

WHEREAS, ACT Pipe & Supply, Inc., of Beaumont, Texas, submitted a bid in the unit amounts as shown on Exhibit "A," attached hereto, for a total amount of \$55,233; and,

WHEREAS, City Council is of the opinion that the bid submitted by ACT Pipe & Supply, Inc., of Beaumont, Texas, provided the best value for the City and 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 ACT Pipe & Supply, Inc., of Beaumont, Texas, for the purchase of 1,600 feet of 16" high density polyethylene pipe (HDPE) for use by the Water Utilities Department for inventory replenishment in the Sewer Rehabilitation Program as shown on Exhibit "A," attached hereto, for a total amount of \$55,233 be accepted by the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



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

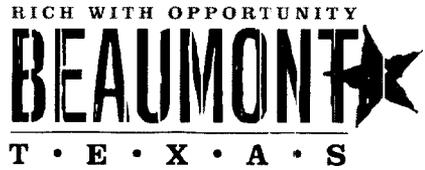
PURCHASE OF HDPE PIPE
 BF0814-57
 Thursday, September 18, 2014

BID TABULATION:
 BID No. BF0814-57
 OPENING DATE: Thursday, September 18, 2014

Vendor City / State	Item	QTY (Ft)	Price	Vendor	City / State	Price	Vendor	City / State	Price
	RURAL PIPE & SUPPLY			ACT PIPE & SUPPLY			COBURN'S		
	JASPER			BEAUMONT			BEAUMONT		
	(409) 384-5800			813-2796			835-1447		
	50,700.00			39.03			50,739.00		
	39.00			UNITED POLY			GEORG FISCHER		
	GEORE FISHER			898.80			39.05		
	50,700.00			55,233.00			903.00		
	39.00						55,280.00		
	4,875.00								
	PIPE MANUFACTURER								
	1300								
	975.00								
	55,575.00								
	16" CPLGS								
	5								
	TOTAL BID								
	HD SUPPLY								
	Beaumont								
	866-1899								
	54,535.00								
	40.73								
	52,949.00								
	16" CPLGS								
	5								
	TOTAL BID								
	41.95								
	2,575.00								
	681.20								
	56,355.00								
	515.00								
	57,110.00								
	16" DIPS PIPE								
	1300								
	41.95								
	2,575.00								
	681.20								
	56,355.00								
	515.00								
	57,110.00								
	16" DIPS PIPE								
	1300								
	41.95								
	2,575.00								
	681.20								
	56,355.00								
	515.00								
	57,110.00								

NO RESPONSE: GAJESKE

EXHIBIT "A"



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for the Preparedness and Prevention Community Preparedness Section/Bioterrorism Discretionary Public Health Emergency Preparedness Grant (PHEP) in the amount of \$15,487 awarded to the Beaumont Public Health Department.

BACKGROUND

The Texas Department of State Health Services has awarded the Beaumont Public Health Department grant funds in the amount of \$15,487. The funding from this grant will assist the Beaumont Public Health Department's activities in support of Public Health Emergency Preparedness (PHEP), in cooperation with the Centers of Disease Control's five-year PHEP - Hospital Preparedness Program (HPP) Cooperative Agreement, perform activities and services that will improve or strengthen local public health infrastructure within the State of Texas. This contract will begin 10/01/14 and end on 06/30/15.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-047175 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF BEAUMONT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$15,487.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 10/01/2014 and ends on 06/30/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2015-047175-001 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s) (NA), and
 - e. Contractor's response(s) to the Solicitation Document(s) (NA).
 - f. Exhibits (NA)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF BEAUMONT
Address: PO BOX 3827
BEAUMONT, TX 77704
Vendor Identification Number: 17460002789023

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF BEAUMONT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

David Gruber

Kyle Hayes, City Manager
Printed Name and Title

Assistant Commissioner for Regional and
Local Health Services

801 Main Street, Ste. 300
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Beaumont, TX 77701
City, State, Zip

512.776.7111

409-880-3716
Telephone Number

david.gruber@dshs.state.tx.us

khayes@ci.beaumont.tx.us
E-mail Address for Official Correspondence

RESOLUTION NO.

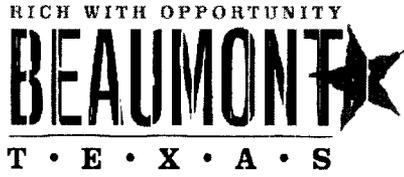
BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for the Preparedness and Prevention Community Preparedness Section/Bioterrorism Discretionary Public Health Emergency Preparedness (PHEP) Grant in the amount of \$15,487 effective October 1, 2014 through June 30, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing the execution of an Interlocal Agreement outlining sharing local license plate data between the Beaumont Police Department and the Houston High Intensity Drug Trafficking Area (HIDTA).

BACKGROUND

The City of Beaumont currently stores and manages License Plate Reader (LPR) data obtained by the Beaumont Police Department on a City server purchased and maintained by the Information Technology Department. A collaborative effort between the federally funded Houston HIDTA office and many jurisdictions in and around the State of Texas impacted by federal highway thoroughfares was initiated to pool data, reduce individual management costs, and increase the information availability to assist with investigations and solving crimes. This agreement will enable Beaumont to have greater access to data, and eliminate the need for replacement of the outdated server and software, as well as eliminate future maintenance costs and software upgrades dealing with LPR information storage.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and the Houston High Intensity Drug Trafficking Area (HHIDTA), which is a public safety program, to outline sharing local license plate data. The Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



Memorandum of Understanding

Houston High Intensity Drug Trafficking Area

Mike McDaniel
Director
Houston High Intensity Drug Trafficking Area (HIDTA)

HOUSTON HIGH INTENSITY DRUG TRAFFICKING AREA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into on this 24th day of September 2014 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

WHEREAS, the Member Agencies provide Public Safety services within their jurisdictions; and

WHEREAS, the Member Agencies have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Member Agencies are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Member Agencies desire to facilitate the sharing of information contained within their electronic data systems, including but not limited to: Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and Law Enforcement Data Sharing Systems - which may include aggregated information collected from multiple individual or regional sources - into commercially available and custom developed data integration systems; and

WHEREAS, the Agency desires to share data owned, aggregated, or collected by the Agency under the conditions set forth in this MOU;

The following agencies are collectively known as the “Member Agencies”:

Brooks County Sheriff’s Office / TX
Burnet County Sheriff’s Office / TX
Chambers County Sheriff’s Office / TX
City of Alice, TX Police Department
City of Baytown, TX Police Department
City of Beaumont, TX Police Department
City of Corpus Christi, TX Police Department
City of Durham, NC Police Department
City of Freeport, TX Police Department
City of Galveston, TX Police Department
City of Haltom, Texas Police Department
City of Mission, TX Police Department
City of Mobile, AL Police Department
City of Pasadena, TX Police Department
City of Rosenberg, TX Police Department
City of Round Rock, TX Police Department
City of Stafford, TX Police Department
City of West University Place, TX Police Department
Fort Bend County Sheriff’s Office / TX
Georgia State Patrol / GA
Harnett County Sheriff’s Office / NC
Kingsville Task Force / TX
Kleberg County Sheriff’s Office / TX
Montgomery County Sheriff’s Office / TX
North Carolina HIDTA
Orange County Sheriff’s Office / NC
Padre Island National Seashore
Texas Department of Public Safety / TX
Victoria County Sheriff’s Office / TX
Walker County Sheriff’s Office / TX

Mission

The Houston High Intensity Drug Trafficking Area (HHIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The HIDTA is managed under an Executive Committee. The heads of nine federal and ten state and local law enforcement managers in Southeast Texas comprise the Executive Committee (EXCOM). Their direction and policies are administered on a daily basis by the HIDTA Director

The Houston HIDTA LPR Database was formed in support of this mission, under the leadership of the HHIDTA, it's Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member Agencies shall work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective Agencies and the Houston HIDTA LPR Database itself.

Purpose

This agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies within the Houston HIDTA LPR Database, and provides for the addition of other eligible entities in the data-sharing program created by this Memorandum of Understanding (hereinafter "MOU").

Therefore, the Member Agencies hereby agree to the following:

1) Definitions

- 1.1 The Houston HIDTA LPR Database Information Sharing System is a collective group of law and justice agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.
- 1.2 Data: electronic facts, records, analysis, images, or other information provided and shared by a Member Agency.
- 1.3 Data Set: a specific grouping, categorization, or subset of data included in a Member Agency system. For example, data sets in a law enforcement records management system may include crime reports, field investigations, citations, and calls for service, or data from automated license plate readers.

- 1.4 **Data Record:** a unique individual record or document associated with an incident or person, which may include a variety of associated information.
- 1.5 **Criminal Justice Practitioners:** personnel from the Member Agencies that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, also referred to as “users.”
- 1.6 **Host:** the entity providing the facilities, labor, and expertise used to maintain, operate, and manage a core component of the Houston HIDTA LPR Database, such as software which aggregates data from multiple sources or provides unified access to disparate systems.
- 1.7 **Member Agency:** a law enforcement or public safety organization, whose leadership has signed this agreement, that actively participates in information sharing with other Member Agencies.

2) Member Agency Rights, Powers and Authority

Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This agreement shall not be interpreted, and the Houston HIDTA LPR Database shall not have authority, to impair or control any of the Member Agencies' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the HHIDTA, which are not already a part of the Member Agency's current operational costs, or which requires them to modify their non-Houston HIDTA LPR Database systems or services, without their consent.

Nothing in this Agreement shall be construed to require a Member Agency:

- 1) To disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- 2) To do any act that the Member Agency determines, in its sole discretion, is contrary to law or public policy.

Member Agencies are not required to seek approval from the HHIDTA to purchase, install, or modify their own LPR Database equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities.

Furthermore, the HHIDTA has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own resources or services to other entities, which may or may not be members of or served by the Houston HIDTA LPR Database.

Participation in the Houston HIDTA LPR Database and any associated data interfaces or other customizations shall not prevent the Member Agency from operating systems independent of the Houston HIDTA LPR Database.

Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the HHIDTA for any modification to that Member Agency's internal systems or processes that is mandated by the State of California, or by any law or regulation governing the affected member Agency.

In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

3) Effective Date and Term of MOU

The effective date of this agreement is the date noted above and/or the date each subsequent Member Agency executes this agreement. This agreement shall remain in effect and shall be reviewed every five years. The agreement can only be terminated as provided herein.

4) Data Sharing

All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect, incident, or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status. All parties agree not to facilitate information sharing between Member Agencies and law enforcement entities that have not entered into agreements allowing for such sharing.

Each agency will have the prerogative of not sharing those items of data that it deems sensitive or confidential. Nothing in this MOU shall be construed to mean that any Member Agency must share any type of data.

Any data shared by a Member Agency that the agency later declares should be, deleted, confidential, or otherwise exempt from data sharing,

Each Member Agency shall determine, in the exercise of its sole discretion, which data records are to be shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights. Any data to be shared will be the data that the Member Agency already has in its own Database and no agency will be required to collect any data that it does not collect in the normal course of business.

5) Data Access

Data exchange and user access shall be achieved using secure networks, including encrypted virtual private networks, or other reasonably secure configurations that follow current best practices for information technology and are acceptable to both the Member Agency sharing data and the Host receiving data or providing user access.

The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign this Memorandum of Understanding prior to gaining access.

6) Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints

Member Agencies shall retain control of and remain the official custodian of all information they contribute to the Houston HIDTA LPR Database. All requests for information will be referred to the Member Agency that is the owner of the requested data, and the Member Agency that is the owner of the requested data will be responsible for responding to the request for information.

6.2 Information Accuracy

Member Agencies and Authorized Users acknowledge that Data maintained in the Houston HIDTA LPR Database consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be the responsibility of the person or entity requesting or using the data to confirm the accuracy of the information with the agency that authored or originated the information before taking any enforcement-related action.

6.3 Audit

An Audit log will be maintained for a period of no less than twelve months to record user accessed to shared data, including the date and time when the data was accessed.

6.4 Criminal Discovery

Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency. In order to aid in the release of data, it is recommended that each contributing agency designate a

Criminal Discovery Coordinator or equivalent contact person to receive, evaluate and promptly reply to such requests.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency's specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

7) User Access

Each Member Agency is responsible for management of user accounts at that agency. Each agency agrees that all authorized users shall be current employees in good standing and be authorized to review criminal data for legitimate purposes. If for any reason a user is no longer eligible for such access, or ends his/her employment with the agency, the agency will make necessary contacts to ensure access is removed accordingly.

Each user agrees that the Houston HIDTA LPR Database systems and the information contained therein are to be used solely for purposes consistent with the law. Authorized users shall not use or share the information for any unethical, illegal, or criminal purpose.

Users may not access any of the Houston HIDTA LPR Database by using a name or password that was assigned to another user. Passwords may not be shared with other persons, including other users, for access to the system.

The various Member Agencies agree to use information shared in the Houston HIDTA LPR Database information systems as a pointer system and not as the source of probable cause for law enforcement actions.

8) Security Requirements

Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal security of their records and any technical support necessary to ensure proper security. All Member Agencies and the HOUSTON HIDTA LPR DATABASE agree to enforce and maintain security, retention, and purge requirements for the information shared as specified in the Information Practices Act, the Public Records Act, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types.

9) Connecting with other data sources and analysis platforms

HHIDTA will continually work to expand the connectivity of the Houston HIDTA LPR Database and will actively pursue opportunities to sign MOU agreements with new public agencies and other information sharing systems under the guidelines outlined in this agreement. HHIDTA will also seek to acquire new analysis systems, and enhance the capabilities of existing platforms, as to provide optimal value for data shared by Houston HIDTA LPR Database members.

Member agencies agree to grant authority to the HHIDTA for the sole purpose of executing information sharing agreements to join new member agencies or information sharing systems into the Houston HIDTA LPR Database, if approved by the legal counsel representing HHIDTA. Such agreements will not require further review or approval by member agencies. Such agreements will have no material changes or provisions that would adversely affect or contradict the policies of this MOU.

A steering committee comprised of HHIDTA leadership and regional stakeholders shall be formed to ensure future expansion of the Houston HIDTA LPR Database, data and membership, maturation of the Houston HIDTA LPR Database, analytic capabilities, and follows the desires and expectations of the Houston HIDTA LPR Database Member Agencies.

10) Admission and Withdrawal of Member Agencies

Additional public agencies, or similar regional or statewide sharing systems, may become Member Agencies of the Houston HIDTA LPR Database upon such terms and conditions as are determined by HHIDTA, and by execution of a written amendment to this agreement by the proper authority of the new Member Agency.

Existing and future Member Agencies have the right to withdraw from the Houston HIDTA LPR Database MOU provided by written notice to HHIDTA, or may be involuntarily removed upon any breach of this agreement.

11) Liability and Indemnification

Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Each agency shall bear the proportionate cost of any damage attributable to the fault of that particular agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Any contract with a non-member public agency receiving services pursuant to this agreement shall include a mutual indemnification provision

The contract shall also provide:

- 1) That the indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and
- 2) The obligation of the non-Member Agency and the Houston HIDTA LPR DATABASE pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the Houston HIDTA LPR Database.

12) Signatories Not Agents

Parties to this Agreement shall have no authority, either express or implied, to act on behalf of any signatory in any capacity whatsoever, as an agent. The Member Agency parties shall have no authority, express or implied, pursuant to this Agreement, to bind each other to any obligation whatsoever.

13) Assignment Prohibited

Parties to this Agreement may not assign any rights or obligations pursuant to this Agreement. Any attempted or purported assignment of any rights or obligations pursuant to this Agreement shall be void and of no legal effect whatsoever.

When a person with access is no longer employed or otherwise no longer eligible for access, the Member Agency is responsible for removing all related passwords and security authorizations from the system.

No person shall release any information contained in the Houston HIDTA LPR Database either by Court Order or in response to a Public Records Act request, unless they are the originating agency or official custodian of such data.

14) Insurance

Each Member Agency, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Member Agency shall carry a minimum of one million dollars in general liability insurance.

15) Costs

Unless separate agreements are made, each party shall be responsible for their own costs associated with establishing, maintaining, or terminating their access to, or participation with, the Houston HIDTA LPR Database. Nothing in this agreement

shall be construed to mean that Member Agency parties are subject to incurring new costs. Any applicable user licenses, renewal fees, maintenance costs, or similar outlays must be determined in a separate contract or agreement to be added as an addendum to this Agreement.

16) Data Collection, Retention, and Dissemination

1. The LPR data collected by the various agencies participating in the LPR program will be transmitted to the Houston HIDTA Operations Center via a fiber optic line or through an encrypted Virtual Private Network (VPN). The data will be maintained on the Operation Center server independent of any other law enforcement databases housed at the Houston HIDTA Operations Center.

2. All LPR system data provided to Houston HIDTA will be stored on the Operations Center server for a period not to exceed three years. After the three year period, the data will be purged unless it has become, or it is reasonable to believe that it will become, evidence, including evidence that tends to inculcate or exculpate a suspect, in a specific criminal or other law enforcement investigation or action. Should data be determined to have evidentiary value, the following paragraph applies: In those circumstances when data is identified as having evidentiary value, the LPR Program Administrator, or designee, will review the facts of the specific case and determine if the data should be saved. If the LPR Program Administrator determines it is reasonable to believe the data has evidentiary value, the Program Administrator will authorize the transfer of the applicable data from the LPR Program server to a form of digital storage media (CD, DVD, etc.) or other portable storage devices.

3. Agencies requiring data to be retained by Houston HIDTA beyond the established retention period may make a formal request to the Houston HIDTA to extend retention. Each request must specify the need for extended retention, the circumstances surrounding the request, the requesting agency's case number, and a specific point of contact within the requesting agency. Houston HIDTA reserves the right to grant or deny agency requests based on the information provided.

4. The following methods shall be used when disseminating LPR information: The "need to know" and "right to know", as defined in the Houston HIDTA Privacy Protection Policy of a potential recipient must be verified and documented prior to dissemination of LPR information.

5. Requests for Service (RFS) for License Plate Reader data will be processed in accordance with the Houston HIDTA Standard Operating Procedures for Processing Requests for Information and Requests for Service Guidelines.

6. A Law Enforcement Agency's request to query the LPR data shall be processed provided the agency has a legitimate law enforcement purpose. Mandatory requirements are in place in order to satisfactorily justify the request. These requirements include the purpose of the request, the agency's incident or report number (physical record number), the requestor's name, the requestor's agency and requestor's contact information.

7. The primary method of dissemination shall be via email, in an electronic format that employs a reasonable level of security to guard against alteration, or fax.

8. If access to secure email accounts is not practical, the information may be provided to the requestor via digital storage media or paper copy, as determined by Houston HIDTA staff.

9. Reports and other investigative information received and disseminated by Houston HIDTA shall be retained within internal electronic Houston HIDTA files. After disseminating LPR information deemed to have evidentiary value, the completed report containing the data will be entered into a searchable database for future exploitation and auditing purposes in accordance with the Houston HIDTA Privacy Protection Policy.

17) Miscellaneous

17.1 Amendments

This Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the Houston HIDTA LPR Database.

17.2 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid

17.3 Conflicts of Interest

No official, officer, or employee of the HHIDTA or any Member Agency shall have any financial interest, direct or indirect, in the Houston HIDTA LPR Database. Nor shall any such officer or employee participate in any decision that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

17.4 Mediation

Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the HHIDTA, with respect to the Houston HIDTA LPR Database's operations, or to any claims, disputes, demands,

differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and HHIDTA. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

17.5 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17.6 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

17.7 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this agreement, as evidenced by the authorized signatures below.

17.8 Entire Agreement

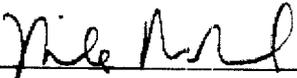
This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this agreement shall be effective only if executed in writing and signed by all current Member Agencies.

The parties hereto execute this MOU as of the Effective Date:

The City of Beaumont on behalf of the Beaumont Police Department

Kyle Hayes
City Manager
City of Beaumont

Date



Mike McDaniel
Director
Houston High Intensity Drug Trafficking Area (HIDTA)



Date



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

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to execute a new Labor Agreement with the Beaumont Police Officers Association
2. Consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of the property located at 1870 Louisiana Street
3. Consider a resolution awarding annual contracts to multiple vendors for the purchase of traffic marking materials

PUBLIC HEARING

- * Receive comments on the Emergency Shelter/Solutions Grant Program (ESG) funds awarded to the City of Beaumont
- 4. Consider a resolution to accept Emergency Shelter/Solutions Grant Program funds

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

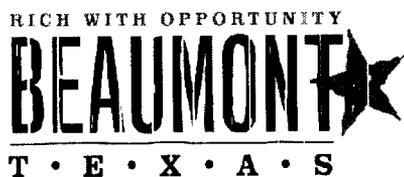
COMMENTS

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

September 30, 2014

Consider a resolution authorizing the City Manager to execute a new Labor Agreement with the Beaumont Police Officers Association



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute a new Labor Agreement with the Beaumont Police Officers Association.

BACKGROUND

The current Labor Agreement between the City of Beaumont and the Beaumont Police Officers Association expires September 30, 2014.

A proposed four-year agreement is recommended and would provide the following:

- A 2.5% wage increase effective upon execution of a new agreement, on or after October 1, 2014.
- A 2% wage increase effective October 1, 2015; a 2.5% increase effective October 1, 2016; and a 2% increase effective October 1, 2017.
- The starting salary for a Grade I Police Officer would increase from \$50,160 to \$54,540. The increase is warranted in order to attract better applicants.
- The City, at its option, may rehire former Beaumont police officers who separated from the Department in good standing to the pay grade that accords with his/her years of service at the time of separation. A rehired officer will not be accorded his/her previous seniority or eligibility for promotions, if any, until such time as the officer has satisfied the minimum requirements for promotion.
- The eligible number of bilingual officers in English and Spanish, receiving \$50 per month, would be increased from 10 to 20.

FUNDING SOURCE

General Fund. The financial impact in FY 2015 is estimated at \$650,000.

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 a labor agreement, substantially in the form attached hereto as Exhibit "A," with the Beaumont Police Officers Association commencing October 1, 2014 and expiring September 30, 2018.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -

LABOR AGREEMENT
BETWEEN THE CITY OF BEAUMONT &
THE BEAUMONT POLICE OFFICERS ASSOCIATION

OCTOBER 1, 2014 - SEPTEMBER 30, 2018

EXHIBIT "A"

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THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

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 the Beaumont Police Officers Association (BPOA), hereinafter referred to as the “Union.”

INTENT AND PURPOSE

It is the general purpose of this agreement to promote the mutual interests of the Employer and its employees; to provide for equitable and peaceful adjustment 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 Employer 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 of service. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- A. “Bargaining Unit” means all full-time police officers with the exception of the Chief of Police of the Department.

- B. “Chief” means the Chief of Police of the Beaumont Police Department or his

designee.

- C. "City" means the City of Beaumont.
- D. "CLEAT" means the Combined Law Enforcement Associations of Texas.
- E. "Department" means the Beaumont Police Department.
- F. "Director" means Director of the Beaumont Fire and Police Civil Service Commission.
- G. "Employee" means a sworn police officer who is a member of the bargaining unit.
- H. "Employer" means the City of Beaumont.
- I. "Officer" means any sworn officer who is a member of the bargaining unit.
- J. "Union" means the Beaumont Police Officers Association.

Pronoun Use

Unless otherwise stated, it is understood and mutually agreed that masculine and feminine pronouns refer to, and include, both genders equally.

ARTICLE 1 RECOGNITION

Section 1. The Beaumont Police Officers Association, hereinafter referred to as the "Union," having qualified for exclusive recognition and having been designated by a majority of the employees in the unit as their representative, is hereby recognized by the

Employer as the sole and exclusive bargaining agent for the employees in the bargaining unit in matters concerning wages, rates of pay, hours of employment, or conditions of work affecting police officers in the unit.

Section 2. The Union recognizes the City Manager or his designated representative or representatives as the sole representative or representatives of the Employer for the purpose of collective bargaining.

Section 3. The rights of the Union, as sole and exclusive bargaining agent, include sole and exclusive payroll deduction of dues from employee paychecks for Union membership; sole and exclusive access and use of the Union bulletin boards; and sole and exclusive representation rights under the grievance procedure herein.

ARTICLE 2 DISCRIMINATION

The Employer agrees not to interfere with the rights of police officers to become members of the Union and to maintain such membership. The Employer shall not discriminate against any employee because of his lawful Union activity. The Union agrees that it will not interfere with, coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that each employee has the right to choose of his own free will as to whether or not 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. 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, sex, or national origin.

ARTICLE 3
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the direction of the work force and the management of the Department, including, but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the methods, processes and manner of performing work of employees, the determination of policy affecting the selection of new employees, the right to establish work assignments and performance measurements and standards and the right to implement programs to increase the cost effectiveness of departmental operations if research dictates the need for such programs, are vested exclusively in the Employer.

Except in situations of emergency, it is agreed and understood that whenever the Employer intends to exercise its contractual managerial prerogatives in a manner which will have impact upon employees covered under this Agreement, the Employer shall notify the Union at least thirty (30) calendar days in advance of its intent to change, modify, rescind or institute any new policy or order which affects the employees and take into consideration any written responses made by the Union prior to implementation of any such change and afford the Union an opportunity to confer with the Employer.

ARTICLE 4
MAINTENANCE OF STANDARDS

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, or hours by reason of the signing of this Agreement.

ARTICLE 5
NO STRIKE - NO LOCK-OUT

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, or any other form of work stoppage or interference with the business of the Employer, and will cooperate with the Employer in preventing or halting any such action. Employer agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

Section 2. The Employer may discipline or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Employer may also invoke any remedies authorized by Section 174.205, Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 6
UNION REPRESENTATIVES

Section 1. A written list of Union executive officers shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. The Union shall designate not more than nine (9) executive officers. The Union officers and the Union President or his designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, consider and prepare responses to management initiated proposals, participate in arbitration or court actions involving the Union, and represent unit employees in formal disciplinary action

proceedings, provided that the officer(s) advise their commanding officer. Permission may be withheld due to emergency operating requirements by the commanding officer, but will not be unreasonably withheld.

Section 2. Union officers, board members, committee members and stewards will be given reasonable time off to attend a reasonable number of Union meetings held on Employer's premises or within the corporate limits of the City.

Section 3. Grievance Committee members will be given reasonable time off to attend Grievance Committee meetings.

Section 4. Management agrees to allow the Union to have space in any police facility for board meetings, grievance committee meetings, other committee meetings and general meetings subject to space availability. The Union shall give the Chief three (3) calendar days written notice of its intent to use any police facility. The Chief may not unreasonably deny such use.

Section 5. To enable the Union to expedite the preparation of contract proposals, the Employer agrees to allow the Union President reasonable time off for such purpose and to allow reasonable time off to other members to assist subject to the approval of the Chief.

ARTICLE 7

UNION BUSINESS LEAVE

Section 1. All employees covered by the terms of this Agreement who are members of the collective bargaining team, not to exceed four (4), shall be allowed time off to negotiate if they are scheduled to work at that time.

Section 2. Elected Union officials shall be allowed to attend the monthly BPOA meeting without loss of pay or benefits if said meeting occurs during the official's regular tour of

duty. The Union shall make a reasonable effort to conduct its meetings within three (3) hours. No overtime shall result relating to the officials attending the meeting. Officials may be called back to duty in an emergency.

Section 3. Up to three (3) Union officials, shall be granted time off without loss of pay or benefits to attend the semi-annual CLEAT board meeting, for a total aggregate of not to exceed fifteen (15) working days per year.

Section 4. Union officials may be granted time off without loss of pay or benefits to attend a reasonable amount of labor orientated training sessions or seminars subject to approval of the Chief. Approval by the Chief shall not be unreasonably withheld. The Union will be responsible for the payment of travel expenses and training fees.

ARTICLE 8

PAYROLL DEDUCTION OF DUES

Section 1. The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deduction shall be remitted, each month, together with the names of the employees from whom dues have been collected, by the Employer to the Secretary-Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

Section 2. In the interest of harmonious and stable relations between parties, at the time of employment, the Union will inform each new employee that the employee may voluntarily execute an authorization of voluntary salary allotments for the payments of dues, should the employee desire to join the Union.

Section 3. The Union shall forward to the Employer a copy of all authorizations or cancellations of voluntary deduction of Union dues by employees in the Bargaining Unit.

Section 4. Employer agrees no charge will be assessed for deduction of dues from employee pay.

Section 5. The Employer agrees to continue said deductions during the term of this Agreement and will do so until a new agreement is put into effect, even if this Agreement expires.

Section 6. The Union shall indemnify, defend and hold harmless the Employer from any claim or cause of action brought by any employee resulting from the operation of this Article.

Section 7. The Employer shall have the right to require that payments to the Union of dues deductions pursuant to this article be made by direct deposit.

ARTICLE 9 GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

Section 1.

The purpose of this grievance and disciplinary appeals procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances and disciplinary appeals. A grievance is defined as any dispute involving the interpretation, application or enforcement of a specific clause of this Agreement. The disciplinary appeals procedure shall include any demotion, suspension or termination for disciplinary purposes of any employee. Employees who are members of the bargaining unit may bring disciplinary appeals, but only the Union and the Employer may bring contract grievances. Employer agrees to allow the Union Grievance Committee access to a suitable location for grievance committee meetings.

Any disciplinary actions involving suspensions taken against an employee who is assigned to work a 10-hour shift shall be listed in hours rather than days.

Section 2. Disciplinary Appeals.

In the original written statement and charges and in any hearing conducted under this Agreement, the Chief may not complain of an act that occurred earlier than the 180th calendar day preceding the date the Chief suspends the officer unless the act is discovered after the 160th calendar day following its occurrence, in which case, the Chief has an additional thirty (30) calendar days to suspend the officer. The Chief shall certify the date of his discovery of the act in question to the employee in writing.

A. Any employee or his attorney may file a written appeal that includes the basis for the appeal and a request for arbitration when the employee is demoted, suspended or terminated as a result of a disciplinary action. The appeal must also contain a statement denying the truth of the charge as made, a statement taking exception to the legal sufficiency of the charge, a statement alleging that the recommended action does not fit the offense or alleged offense, or a combination of these statements with the Chief within

fifteen (15) calendar days of the date the employee was served written notice of the disciplinary action. If not resolved, the grievance shall be forwarded to the City Manager.

B. A disciplinary appeal not filed within the time limit described shall not be considered timely and shall be void.

C. The time limitations described herein may be waived by mutual agreement in writing by the aggrieved employee and the appropriate management official.

D. The Chief shall render a written decision regarding appeals of demotion, suspension or termination within seven (7) calendar days of the date said appeal was filed with the Chief. If the appeal remains unresolved, said appeal, if submitted, must be filed with the office of the City Manager. Said appeal must be filed within seven (7) days of the date the Chief rendered or should have rendered a written decision.

E. The City Manager shall render a written decision regarding appeals of demotion, suspension or termination within seven (7) calendar days of the date the employee filed said appeal with the City Manager.

F. If the appeal remains unresolved, the employee or his attorney may request that the disciplinary action be submitted to arbitration. Any such request must be submitted in writing to the City Manager within seven (7) days from the date the City Manager rendered or should have rendered a written decision.

G. Any employee who is passed over for promotion may file a written appeal with the Chief within fifteen (15) calendar days of the date the employee was served written notice of being passed over for promotion. The written appeal by the employee may be filed by an attorney of the employee's choice. The Union and the Employer agree that while a "promotional passover" does not constitute discipline, the procedure for addressing such appeals shall be the same as that of a disciplinary appeal.

H. The Chief and the employee can enter into a written negotiated agreement regarding discipline with written approval of the City Manager.

Section 3. Contract Grievances.

A. A grievance involving the interpretation, application or enforcement of a specific clause of this Agreement by one or more employees shall be brought to the attention of the Union Grievance Committee in writing within thirty (30) calendar days of when the employee knew or should have known of the grievance. The Union may bring a grievance that is an on-going practice by the City which affects the bargaining unit as a whole ("Class Action") within thirty (30) calendar days of when the Union knew or should have known of the grievance.

Within thirty (30) calendar days of receipt of the grievance, the grievance committee shall determine if a valid grievance exists. If, in the opinion of the grievance committee, no grievance exists or the Union denies the grievance, the grievance committee shall notify the employee. If the Union accepts the grievance, the Union shall, within seven (7) calendar days of accepting the grievance, present written notice of the grievance to the Chief for adjustment.

It is the intent of the parties to attempt to resolve disputes and grievances over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Union from meeting and conferring with the City Manager, Chief, or their designees in an attempt to resolve the alleged grievance before the time limits expire. The Union Grievance Committee may invite the City Manager, Chief, or their designees to submit for the grievance committee's consideration any evidence that the grievance has been addressed or resolved in a previous grievance or an arbitrator's award.

B. The Chief shall render a written decision to the Union President or his designee within seven (7) calendar days of the date the Union filed said grievance with the Chief.

C. If the grievance remains unresolved, the Union may submit said grievance to the City Manager. Said grievance, if submitted, must be filed within seven (7) calendar days of the date the Chief rendered or should have rendered a written decision.

D. The City Manager shall render a written decision within seven (7) calendar days of the date the Union filed said grievance with the City Manager.

E. If the grievance remains unresolved, the Union may request that the grievance be submitted to arbitration. If the Union requests that the grievance be submitted to arbitration, said request must be submitted in writing to the City Manager within seven (7) calendar days from the date the City Manager rendered or should have rendered a written decision.

F. A grievance or a written request for arbitration not filed within the time limitations specified herein shall not be considered timely and shall be void.

G. The time limitations described herein may be waived by mutual agreement in writing by the Union and the appropriate management official.

Section 4. Arbitration.

A. Either party may request the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) to provide a list of arbitrators in accordance with its selection rules. Either party shall have the right to reject the list submitted by FMCS or AAA once only or by mutual agreement of the parties. In that event, the FMCS or AAA will be requested to submit another list. The parties shall select an arbitrator from the list. The parties, by mutual agreement, may select to use AAA expedited rules.

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

1. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
2. The arbitrator shall deal only with the disciplinary appeals, promotional passovers or contractual grievance or grievances that occasioned the arbitrator's appointment.

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

D. The Union and the Employer shall equally share the costs and expenses for the arbitrator's services. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript.

E. Except as otherwise provided for in Article 9 Grievances, with respect to appeals of suspensions, indefinite suspensions, promotional passovers and demotions, the Employer and Union hereby agree that the administrative procedures for arbitration hearings and the respective rights of employees in such proceedings shall be governed by the Texas Local Government Code, Section 143.057.

F. The powers and duties of the designated arbitrator or hearing examiner in such proceedings are as prescribed by the Texas Local Government Code, Section 143.057(f), which shall include, but are not limited to, the right to subpoena witnesses.

G. The Union agrees that, on behalf of its members individually and collectively, with the adoption of this grievance procedure herein, the employee hereby relinquishes the right to appeal to the Civil Service Commission or appeal the designated arbitrator's final

decision to the District Court except as provided by the Texas Local Government Code, Section 143.057(j).

H. The arbitrator shall be empowered to determine whether an issue is subject to arbitration pursuant to this Agreement.

ARTICLE 10 PROBATION AND SENIORITY

Section 1. Probation.

A. Employees shall be considered to be probationary for a period of twelve (12) consecutive months from the date of commission as a Beaumont police officer. The Chief may extend the probationary period one time for an additional ninety (90) calendar days upon notification in writing to the Union and the employee of the reasons. A probationary period may be extended in excess of ninety (90) calendar days due to extenuating medical circumstances not to exceed one (1) year.

B. The Union may accept probationary employees as members at-large, but they are not to be considered as protected by this Agreement. The Union may provide advice, or representation, to the probationary employees only as allowed by law.

C. During the probationary period, an employee may be disciplined for any reason, without recourse to the grievance procedure.

D. Article 10, Seniority, Section 2, shall not apply to a probationary employee.

E. Article 14, Shift Exchange, shall not apply to a probationary employee.

F. Duty hours and work schedules of probationary employees may be altered at any time deemed appropriate by the Chief or his designee.

Section 2. Seniority.

A. Seniority in grade or rank shall be the determining factor in vacation leave, splitting of vacation, days off, and annual personnel shift assignments. The Employer may make job assignments based on job skills and qualifications. In the event applicants have comparable skills, seniority in grade or rank shall be the determining factor. The Chief shall determine which officers will attend the training schools. Seniority from the date of commission as a Beaumont police officer shall be the determining factor in all layoffs or recalls.

B. The Union President (if desired) shall be assigned to the day shift to permit said officer to attend to Union business. This assignment shall at no time adversely affect any other employee with respect to shift and days off.

C. For the purpose of this Agreement, seniority shall be considered to be continuous service from the last date of appointment as a commissioned police officer with the Department. Continuous service shall include periods of leave without pay, which have been approved by the Chief and City Manager.

D. Layoff and recall shall be pursuant to Section 143.085, Local Government Code.

ARTICLE 11 PROMOTIONS

Section 1. Except as provided for in this Article, all written promotional examinations shall be made in accordance with Municipal Civil Service, Chapter 143, Local Government Code. Written promotional examinations shall be given between the ninetieth (90th) and one hundred and twentieth (120th) day of the effective date of the vacancy. Except for review and appeal of promotional examination questions pursuant to Section 143.034, all

other promotional grievances shall be determined by arbitration pursuant to provisions of Article 9 of this Agreement.

Section 2. Promotional Examinations.

Promotional examinations for Grade II (Sergeants) shall be open to all employees who have held a continuous sworn position with the Department for five (5) years or more (immediately prior to the effective date of the vacancy). For purposes of this paragraph, "continuous" shall include any term of service in an appointed position pursuant to 143.014 of the Texas Local Government Code. Promotional examinations for Grade III (Lieutenants) and Grade IV (Captains) shall be open to all employees who have held a continuous position for three (3) years or more (immediately prior to the effective date of the vacancy) in the classification immediately below the classification for which the examination is given.

- a. All seniority points given for promotions shall be based on continuous service in grade up to a maximum of ten (10) years of service for Grade II.
- b. Seniority points for Grade III and Grade IV promotions shall be up to a maximum of five (5) years of continuous service in grade.

The effective date of vacancy shall be the last day of employment by the individual who is leaving the position that will be made vacant.

After the effective date of this Agreement, any written promotional examination shall be based upon a maximum score of one hundred (100) points. A passing score will be seventy percent (70%). Seniority points shall be added to the written examination score of only those officers who pass the written examination with seventy percent (70%) or more.

Section 3. Test material for all promotional examinations may include all or any combination of the following:

- a. Texas Penal Code;
- b. Texas Code of Criminal Procedures;
- c. Texas Traffic Laws;
- d. Texas Family Code;
- e. Texas Drug Laws;
- f. Beaumont City ordinances; and
- g. Rules, regulations and written directives of the Department.

Section 4. Test material for Grade II (sergeant), Grade III (Lieutenant), and Grade IV (captain) promotional examinations may also include up to four (4) outside sources of reading material chosen by the Civil Service Director. The sources must pertain to the respective duties of the position being sought.

Section 5. If more than two (2) outside sources of reading material are selected, reduction of the sources shall be accomplished by limiting the number of chapters from which test questions may be derived to approximately fifty percent (50%) of the total volume of sources.

Section 6. An eligibility list established as a result of the examination shall expire one (1) year from the date of the written examination unless the examination is held to be invalid. Any eligibility lists pertaining to this Article, created prior to this Agreement, and in existence at the time of this Agreement shall be governed by the Collective Bargaining Agreement dated October 1, 2011 thru September 30, 2014.

Section 7. The Chief may appoint from the rank of Grade II with ten (10) years or more of seniority as a Grade II, Grade III and Grade IV, at the Chief's sole discretion, two (2) positions below the rank of Chief. Those appointed shall serve at the pleasure of the Chief and may be demoted to their previously held civil service rank without cause. In no event shall any demoted appointee cause another employee to be demoted because of their returning to a civil service position. The Employer shall authorize additional staffing positions in order to avoid such "bumping"; however, the Employer may reduce the extra

staffing positions later by attrition in order to return to the previous authorized number of positions.

ARTICLE 12 WORKING OUT OF CLASSIFICATION

Any employee who is ordered to temporarily fill a position in a higher classification shall be paid the base salary of such higher position; provided, the employee works a minimum of eight (8) or ten (10) consecutive hours, as the position dictates, in the higher classification.

ARTICLE 13 HOURS OF DUTY AND WORK SCHEDULES

Section 1. Other than as set forth in this Article, work schedules and hours of work for employees during the term of this Agreement shall be those in effect on the date that this agreement is signed by the parties hereto. The four (4) shifts 9:00 p.m. to 7:30 a.m., 6:00 a.m. to 4:30 p.m., 11:00 a.m. to 9:30 p.m., 4:00 p.m. to 2:30 a.m. (thirty (30) minutes of which is a meal break) for employees assigned to uniform patrol activities. As determined by the Chief, shifts for some or all employees assigned to the Criminal Investigation Division may consist of four (4) 10 hour shifts per week or five (5) 8 hour shifts per week (from 8:00 a.m. to 5:00 p.m. (one (1) hour of which is a meal break)).

The Chief may alter the duty hours and work schedule if the Chief notifies the Union in writing at least thirty (30) calendar days prior to the proposed change. Duty hours and work schedules may also be altered without the notice requirement by mutual agreement between the Employer and the Union. In the event of an emergency, duty hours and work schedules may be altered at the sole discretion of the Chief.

Section 2. The Chief may set a temporary work schedule or change duty hours for sergeants assigned to the uniform patrol division, not to exceed two (2) hours prior to their

regularly assigned shift, for such reasons related to shift and report preparation.

Section 3. Employees assigned to the below listed specialized units may have flexible schedules and duty hours to accommodate the needs of the community or to accomplish specific tasks related to their assignment. However, employees will not be required to work split shifts. The Employer shall advise employees of this flexibility upon application to said units and employee agreement shall be a condition of acceptance into said units. Employees currently assigned to such units shall be given the opportunity to acknowledge acceptance. The designated specialized units include: Community Oriented Policing, Police-Community Relations, Special Assignments Unit, Auto Theft Task Force, K-9 Unit, Street Crimes Unit, Traffic Unit and Narcotics and Vice Unit. If an employee is called out, the Employer agrees not to reduce the employee's hours for the purposes of avoiding the payment of overtime.

Section 4. Any employee who is assigned to work a ten-hour shift and attends a school or any other city business during his regular shift shall be paid for 10 hours at the hourly rate of pay. An employee who is assigned to work an eight-hour shift and attends a school or any other city business during his regular shift shall be paid for 8 hours at the hourly rate of pay.

ARTICLE 14 SHIFT EXCHANGE

Section 1. No employee will be forced to change shifts on a rotation basis.

Section 2. Employees shall have the right to exchange shifts temporarily no more than six (6) times per calendar year when the exchange does not interfere with the operation of the Department, and with permission of their respective commanding officers.

Section 3. This article is not intended to curtail the right of staff officers to change the shifts of individual employees insofar as it involves matters of individual work performance.

Section 4. Recognizing that zone assignments may require the assessment of a number of factors that may vary depending upon the particular zone involved, the Employer maintains the right to make all assignments in accordance with its determination of what is in the best interest of the Department. In making such assignments, consideration shall be given to preferences of employees based upon seniority. Should an employee feel that a misapplication of this provision has occurred, the employee may file an informational complaint with the Union Grievance Committee for review. Should the committee concur with the employee, the union shall forward the complaint to the Chief and the City Manager for their review and information.

Section 5. Except in the case of an emergency, or unless operational circumstances require otherwise, job vacancies will be brought to the attention of employees so that those interested in a vacant position may express their interest to the Division Commander who is responsible for selection. Notice of vacant positions will be in the form of a staff memorandum or email to all staff officers. Each staff officer will make a reasonable effort to assure that all eligible employees under his command are aware of the vacancy. Employees who are interested in a vacant position should contact the appropriate Division Commander in writing. Before the vacancy is filled, employees will be allowed a reasonable amount of time to apply. Skills, knowledge, abilities, training, previous experience and seniority shall be considered by the Employer.

Although not subject to the grievance procedure, should an employee feel that a misapplication of this provision has occurred, the employee may file a sworn complaint with the Chief.

ARTICLE 15 CLOTHING

Section 1. All uniforms, five (5) uniform shirts and five (5) uniform pants, protective clothing or protective devices, hats, jackets, raincoats, and all leather and web gear except holsters and footwear now provided employees shall be furnished without cost to the employees by the Employer.

Section 2. If the Employer orders employees to purchase leather and web gear different from what they are wearing as of the effective date of this Agreement, the Employer shall reimburse the employee or supply the leather and web gear.

Section 3. The Employer shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty by employees.

Section 4. Each plainclothes employee shall receive a clothing allowance of \$67 per month.

Section 5. Each employee shall receive a clothing maintenance allowance of \$25.00 per month.

Section 6. Each newly appointed employee may submit an advance request in an amount up to \$800 for the purchase of a new protective/ballistic vest. An employee may submit an advance request in an amount up to \$800 for the purchase of a new protective/ballistic vest if his vest is over five (5) years old. The advance is in the form of an invoice from a vendor evidencing an order placed for a new protective/ballistic vest and an accompanying affidavit. After the effective date of this Agreement, all officers who request an advance under this section for the purchase of a new protective/ballistic vest shall be required to wear the vest when on duty and in uniform, unless exempted by the Chief. Additionally, in special circumstances that may involve officer safety, the Chief reserves the right to require any reimbursed officers, whether plain-clothed on duty or off duty in uniform, to wear their vest while performing police-related duties.

ARTICLE 16
LEAVE

Section 1. Vacation.

A. Full-time regular employees shall accumulate vacation in accordance with the following schedule:

Completed Years of Consecutive Service	Accumulated Hours Per Pay Period
After 1 year	3.08
After 5 years	4.62
After 8 years	5
After 11 years	5.5
After 14 years	6
After 17 years	6.5
After 20 years	7
After 23 years	7.5
After 26 years	8
After 29 years	8.5
After 32 years	9
After 35 years	9.23

Any employee who is assigned to work a ten-hour shift and is off on vacation leave shall be charged 10 hours of vacation leave. Any employee who is assigned to work an eight-hour shift and is off on vacation leave shall be charged 8 hours of vacation leave.

B. Employees with nine (9) years or more consecutive service who do not use more than forty (40) hours of sick leave in a calendar year and who work an eight-hour shift, will have eight (8) hours of vacation leave added to their normally accrued vacation leave.

Employees with nine (9) years or more consecutive service who do not use more than forty (40) hours of sick leave in a calendar year and who work a ten-hour shift, will have ten (10) hours of vacation leave added to their normally accrued vacation leave.

C. In computing the length of time during which an employee may be absent from work for vacation, only those calendar days during which the employee would be required to work if the employee were not on vacation shall be counted as vacation days.

D. Any employee with more than one (1) year's service as a commissioned police officer with the Department who is separated from service by reason of resignation, death, retirement, or discharge shall be compensated in cash for all accumulated unused vacation hours at the hourly_rate of pay at the time of separation.

E. Vacation leave begins to accrue upon employment, but may not be used by an employee until that employee has completed one (1) year of service with the Employer.

F. Vacation hours accrued in a calendar year will be available to be used on January 1st of the following calendar year.

G. An employee shall be able to carry over a maximum of one hundred and sixty (160) hours of vacation leave into the next calendar year.

Section 2. Sick Leave.

A. Employees shall accrue ten (10) hours of sick leave for each month of service during the calendar year.

B. Any employee who is assigned to work a ten-hour shift and is off on sick leave shall be charged 10 hours of sick leave. Any employee who is assigned to work an eight-

hour shift and is off on sick leave shall be charged 8 hours of sick leave.

C. Any employee incurring a non-duty sickness or disability shall be eligible to use their accrued sick leave with full pay.

D. Each employee shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed.

E. The Employer shall provide injury leaves of absence with full pay for periods of time commensurate with the nature of injuries received while in line of duty for at least one (1) year. At the expiration of said one (1) year period, the City Council or governing body may extend such injury leave at full pay, reduced pay, or leave without pay. The Employer shall retain its subrogation rights under existing state law.

F. In the event that an employee with two (2) or more years of service for any reason leaves the classified service, they shall receive, in a lump sum payment, the full amount of their salary for the period of accumulated sick leave, provided that such payment shall not be based upon more than seven hundred twenty (720) hours of accumulated sick leave.

G. An employee who retires may elect to have the compensation associated with accrued vacation and sick leave applied towards payment of the employee's share of costs associated with the employee's retirement health insurance.

H. The Chief may not discipline an employee for the legitimate use of sick leave without just cause.

Section 3. Death in Family Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted up to forty (40) work hours off with pay. Immediate family is defined as the spouse and children of the employee, the mother, father, brother, sister, grandmother and grandfather of the employee or those of the employee's spouse, grandchildren of the employee, stepparents, and any domiciliary residing in the residence of the employee.

Section 4. Leave Without Pay.

With the permission of the Chief, each employee may be allowed a leave of absence without pay, up to eighteen (18) work weeks.

Section 5. Personal Leave.

Employees will earn eight (8) hours if they are assigned to an eight (8) hour shift and ten (10) hours if they are assigned to a ten (10) hour shift of personal leave for each calendar quarter of perfect attendance. In reference to personal leave only, use of any sick leave shall constitute non-attendance. The employee may use such leave for any purpose subject to the advance approval of the employee's commanding officer. The employee may not carry across contract or fiscal years more than thirty-two (32) hours. An employee may not accrue more than fifty-six (56) hours of personal leave at any given time.

Section 6. 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 employees in the Department.

ARTICLE 17 HOLIDAYS

Section 1. The following holidays shall be recognized and observed:

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

A "floating" holiday is hereby granted to every employee during the fiscal year; scheduling of time off must be approved by the Chief or the Chief's designee.

Holiday pay for employees assigned to work ten-hour shifts is defined as 10 hours pay at the employee's hourly rate of pay. Holiday pay for employees assigned to work eight-hour shifts is defined as 8 hours pay at the employee's hourly rate of pay.

Section 2. Any employee who works on a holiday in a regular tour of duty shall be paid a premium rate of twice the employee's hourly rate of pay in addition to holiday pay.

Any employee who takes off or is required to take off on a holiday that is in a regular tour of duty shall receive eight (8) hours of holiday pay if the employee is assigned to work an eight-hour shift, or ten (10) hours of holiday pay if the employee is assigned to work a ten-hour shift.

Section 3. Any employee who is required to work on a holiday not within the employee's regular tour of duty shall be paid at time and one-half the employee's regular rate for that day in addition to hourly pay and in addition to holiday pay.

Section 4. If any holiday specified in Article 17, Section 1, of the Agreement is on an employee's regular day off and said employee does not work on said holiday, the employee shall receive eight (8) hours or ten (10) hours off with pay or eight (8) hours or ten (10) hours pay, based on the employee's regular tour of duty. If a holiday specified in Article 17 of the Agreement falls during an employee's vacation, said holiday shall not be charged to said employee's vacation leave.

Section 5. The Chief may designate which employees are essential and adjust work schedules during holidays to avoid requiring unneeded personnel having to work during a designated holiday.

Section 6. The "call back pay" provisions of this Agreement shall not apply to this Article.

Section 7. An officer shall not be eligible to receive holiday pay if the officer is on leave without pay or absent without leave.

ARTICLE 18
WAGES

Section 1. Wages and Rates of Pay.

The Employer will adopt the wage schedule attached as Appendix "A" based on consecutive years of service. In regard to consecutive years of service, the Employer agrees that benefits, wages, rates of pay or leave accrual currently received by an employee hired or rehired prior to the execution of this agreement shall not be reduced.

In the event a position of Assistant Chief is created, an officer appointed to the position of Assistant Chief shall be paid no less than ten percent (10%) above a Grade IV with 5 or more years of service. This provision does not require the Employer to create or maintain the position of Assistant Chief.

Section 2. Certification Pay.

In addition to the wage rates established by this Agreement, the Employer shall pay premium pay as follows for the following:

1.	To the holder of an intermediate certificate issued by the Texas Law Enforcement Commission on standards and education.	\$50 per month
2.	To the holder of an advance certificate (the holder of an advance certificate shall not be entitled to the premium pay of \$50.00 per month as the holder of an intermediate certificate).	\$100 per month
3.	To the holder of a master certificate (the holder of a master certificate shall not be entitled to the premium pay of \$100.00 per month as the holder of an advanced certificate).	\$150 per month

4.	Licensed breathalyzer operator in patrol (if the employee is engaged as a breathalyzer operator. No more than 30 employees shall be entitled to premium pay as breathalyzer operators and no more than 5 employees, who are not already receiving breathalyzer operator premium pay, are entitled to premium pay as a Drug Recognition Experts(DRE) during the term of this Agreement)	\$50 per month
5.	Licensed polygraph examiner (if actively engaged during the term of this Agreement as a polygraph operator).	\$50 per month
6.	Any employee qualifying as an expert latent fingerprint witness and who is assigned to the identification bureau	\$40 per month
7.	Field Training Officers and the Field Training Officer (FTO) Sergeants assigned to each patrol shift	\$100 per month
8.	Bilingual officer (must pass proficiency certification and re-certify at least every two [2] years) Spanish, Vietnamese, or Sign Language Maximum payment is \$50 per month 20 Maximum officers for Spanish 5 Maximum officers for Vietnamese or Sign Language	\$50 per month
9.	SWAT Team Members	\$25 per month

Educational Incentive. In lieu of receiving certification pay (1, 2, or 3) in Section 2 above, an employee with a bachelor's degree may elect to receive an educational incentive of \$200 per month or \$250 per month for a post graduate degree.

Section 3. Emergency Management Coordinator and Assistant Emergency Management Coordinator. If the Emergency Management Coordinator and/or the Assistant Emergency Management Coordinator is a police officer he or she shall be paid an incentive set by the City Manager.

Section 4. Supervisory Training Incentive. In addition to the wage rate established by this Agreement, the Employer shall pay a one-time bonus of \$750 to any sergeant, lieutenant or captain who successfully completed the Law Enforcement Management Institute of Texas (LEMIT), Southern Police Institute (SPI) or FBI National Academy after October 1, 1997.

Section 5. Police Specialist Incentive. Grade I officers with three (3) or more years of service with the Department shall be eligible to compete for advancement to Police Specialist. Police Specialist is not a rank or classification under Chapter 143 or this Agreement, but a non-supervisory position within the Grade I classification and rank designed to recognize employees with superior skills, initiative, education, and knowledge of police work.

A. The Employer shall follow Chapter 143 only in regard to posting a notice of the written examination and a list of any study materials needed to prepare for the examination. The written examination shall be designed to test the knowledge of Grade I officers in such areas as patrol skills, initiative, criminal laws and procedures, preparing reports and related documents, Department rules and regulations, city ordinances and other job-related areas. This written examination is not a "civil service" examination requiring a civil service certification. The written examination shall be based upon a maximum score of one hundred (100) points. A passing score will be seventy percent (70%).

B. Employees in Grade I who are selected to become Police Specialists will receive incentive pay of \$200 per month.

C. The Chief may select in his discretion any employee who is a Police Specialist to be assigned to or reassigned from the Criminal Investigation Division or Narcotics Division as a criminal investigator. Such assignments as a criminal investigator shall be on a voluntary basis only. Any officer who is designated as a Police Specialist from an eligibility list certified after the effective date of this Agreement may be assigned as a criminal investigator at the discretion of the Chief. Such employees shall not receive Grade II pay. If a vacancy occurs in the Criminal Investigation Division and no Police Specialist applies, the Chief may select any applying Grade I officer for the position.

D. The Chief may remove for just cause the Police Specialist designation of any employee who is designated a Police Specialist. The employee may grieve the removal pursuant to Article 9 of this Agreement.

E. Between October 1, 2014 and September 30, 2018, the Employer shall maintain and fill at least thirty-five (35) Police Specialist positions.

F. Seniority points will be added to the written test score for each year of service as a Beaumont police officer up to 10 years to determine a final eligibility score. The eligibility list shall expire after 12 months from the date of the written examination, or when exhausted, whichever occurs first. Any eligibility lists pertaining to this Section created prior to this Agreement and in existence at the time of this Agreement shall be governed by the Collective Bargaining Agreement dated October 1, 2011 thru September 30, 2014.

Section 6. Direct Deposit. The Employer shall have the right to require that payroll payments to all employees be made by direct bank deposits.

ARTICLE 19
SHIFT DIFFERENTIAL

Effective October 1, 2014, shift differential will be paid as follows:

1st Watch \$.45 per hour

2nd Watch \$.00 per hour

3rd Watch \$.25 per hour

4th Watch \$.35 per hour

ARTICLE 20
OVERTIME, CALL-BACK AND STAND-BY PAY

Section 1. "Hourly rate of pay" shall be an employee's annual salary divided by 2080 hours.

Section 2. Overtime Pay.

A. All hours worked by an employee in excess of forty (40) hours in a work week shall be deemed overtime and shall be compensated on the basis of time and one-half the employee's regular rate of pay in salary or compensatory time. Excused absences with pay shall be deemed hours worked. For the purpose of calculating overtime, an employee's regular rate for a particular work week is the sum of (a) the employee's hourly rate of pay multiplied by all hours worked and (b) the attributable portion of the employee's premium pay (calculated by multiplying the employee's total monthly incentive under this Agreement by 12 months and dividing by 52 weeks), divided by the total number of hours worked by the employee during the work week. As overtime pay the employee shall receive an additional one-half of the employee's regular rate for each hour worked in excess of forty (40) hours in a work week.

B. No schedules, tours of duty or days off shall be changed in order specifically to avoid the payment of overtime.

C. If an employee performs police duties on off-duty hours, the employee is entitled to overtime compensation at one and one-half the regular rate of pay for time actually spent. An employee shall be entitled to insurance coverage that the employee would have had if on duty at the time. In addition, the employee shall be entitled to any reasonable expenses incurred in performing such duty if approved by the Chief. Should the Chief deny the claim, the employee may grieve pursuant to the Grievance Procedure. This section shall not apply to any employee who receives remuneration of any type from any other employer for performing such duties. This section applies only to inadvertent disruptions of an employee's off-duty time.

Section 3. Call Back Pay. All employees who are called back to work from off-duty shall be paid at least two (2) hours minimum one and one-half times the regular rate of pay. All hours in excess of two (2) hours shall be paid at one and one-half times the regular rate of pay.

Section 4. Stand-by Pay. When an employee is on officially designated stand-by duty and such designation is made at least forty-eight (48) hours prior the commencement of that duty, the employee shall receive one (1) hour of pay (at straight time) for eight (8) hours of duty or any fraction thereof. If the assignment is made within forty-eight (48) hours of the commencement of the duty, the employee shall receive two (2) hours of straight pay for eight (8) hours, or ten (10) hours, respectively, of duty or any fraction thereof.

Section 5. Court Time. Any employee not on duty who attends as a witness or in any other capacity in the performance of their duty in a criminal matter or in a civil matter in any case pending in the District Court, Juvenile Court or in a County Court, or before any Grand Jury proceedings or in conferences with the District Attorney or Assistant District

Attorney, or at any pre-trial conference or any other related hearings, or any proceedings by any City, County, Town, State or Federal government or any of the subdivisions or agencies thereof, shall be entitled to two (2) hours minimum overtime compensation at the rate of time and one-half the regular rate of pay. On those occasions when employees are scheduled to work between the hours of 3:00 p.m. to 7:30 a.m., and they are in Court for eight (8) hours the same day, they may, with the permission of their shift commander, notify the Department that they are waiving their court pay and not going to work their shift. Conversely, they may choose to accept the court pay and report for work. This provision shall not apply to those employees who attend court during their regularly scheduled work hours.

Section 6. Evacuation/Disaster Policy. Unless it creates a lesser benefit, the Employer shall apply the same policy for evacuation/disaster policy for non-sworn employees to sworn police officers.

Section 7. Compensatory Time. All employees shall be allowed to accumulate and accrue up to 240 hours of compensatory time in lieu of overtime pay.

ARTICLE 21 LONGEVITY PAY

In addition to all other monies paid for services rendered, the Employer agrees to pay each employee the sum of Four and No/100 Dollars (\$4.00) per month longevity pay for each consecutive year of service in the department up to and including twenty-five (25) years of service.

ARTICLE 22

INSURANCE

Section 1. The Employer shall provide basic life and accidental death and dismemberment insurance to all employees equal to the employee's annual base salary up to a maximum of \$50,000 at no cost to employee.

Section 2. Liability Protection. The Employer shall not reduce during the term of this Agreement liability protection as is presently afforded employees by the Employer. In the event that employees are not covered by liability protection when driving prisoners' vehicles, the Employer will not require employees to drive such vehicles.

Section 3. Medical Plan.

A. Employees shall be offered the same medical insurance plan choices as provided to civilian employees except in-network major medical benefits shall not be less than 80/20 and out-of-network major medical benefits shall not be less than 70/30.

During the term of this Agreement, the City may increase the monthly premium rate of officers by the same percentage increase of the monthly premium rate of non-sworn employees in a plan year, not to exceed twelve-and-one-half percent (12.5%) per plan year.

Married couples who are both covered by the city insurance and who have no dependents will not be charged any dependent premium. Married couples with one or more dependents shall be charged only one time for the increase.

The Employer shall give notice to the Union at least forty-five (45) calendar days in advance of any cost increase in dependent insurance premiums. The Union shall be

entitled to examine all documents, records, statistics, and relevant data used by the Employer to determine a rate increase.

B. Employees may utilize the prescription drug plan under the same terms and conditions as civilian employees.

Section 4. Retiree Medical Insurance Program.

A. During the term of this Agreement, Employer will provide medical coverage for employees and their dependents retiring or becoming disabled after April 1, 1984, subject to the provisions of Sections 4(B) through 4(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 coverage of the retiree insurance may change in the future.

C. Retired or disabled employees may participate in the program only if they are eligible for retirement or disability benefits under the Texas Municipal Retirement System (TMRS). Only those individuals who are considered eligible dependents of the disabled/retired employee at the time of retirement shall be eligible for continued medical coverage. The disabled/retired employees shall not add or change (except drop a dependent while covered under this medical plan.

Any employee 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 Employer's group medical plan. However, the retired or disabled employee shall make application at least thirty-one (31) days prior to the spouse's termination date to the Employer 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

provisions 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 4(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 change.

D. Coverage provided shall be the same as that provided employees. However, if the Employer, the Union and retirees and disabled employees and their dependents agree, alternative medical insurance programs at different rates and at different levels of coverage may be provided.

E. Retired or disabled employees 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. If a participant is not eligible for Medicare, the participant may continue coverage under this medical plan. Failure to become a subscriber as required herein will result in the participant's immediate exclusion from the program herein established. 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.

F. A participant who would otherwise be required to leave the program herein established as provided by 4(E) 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.

G. 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.

H. 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 this 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 4(E) hereof, eligible spouses and dependents may remain on the plan at the above-established rates.

Section 5. Dental Insurance.

The Employer shall provide dental insurance coverage through the CLEAT Benefit Trust for each employee at a maximum monthly cost of \$35. If the employee elects to add dependents to the dental insurance, the Employer shall pay a maximum monthly cost of \$61 for both the employee and eligible dependents. Each employee shall pay any additional cost. The Employer shall deduct the employee's cost from the employee's paycheck.

Plan II of the CLEAT Benefit Trust includes employee and family dental insurance coverage. In addition, the trust plan provides accidental death and dismemberment

insurance coverage for the employee and the employee's family, and a blood insurance plan that covers the employee and the employee's family.

The trust document and plan benefits will be provided to the Union and the Employer, and to any employee upon request.

The Union shall indemnify, defend and hold harmless the Employer from any claim or cause of action brought by any employee or affected family member resulting from the operation of this Section.

The Employer shall make payments to the CLEAT Benefit Trust on or before the first day of each month.

ARTICLE 23 GENERAL PROVISIONS

Section 1. Parking.

The Employer shall provide, without cost to employees on duty, adequate parking space adjacent to Police Department facilities.

Section 2. Bulletin Boards.

The Employer agrees to furnish and install one (1) bulletin board on each of the three (3) floors to be affixed in the first floor hallway, uniform squad assembly room, and detective squad room at the police station to be used by the Union for the following notices:

- A. Union meetings;
- B. Union elections;
- C. Reports of Union committees;
- D. Rulings or policies of international association;

E. Recreational and social affairs of Union.

The Union agrees that there shall be no other general distribution, or posting, by the Union or its members upon City property, provided, however, the Chief may permit other material not provided for above at the Chief's discretion to be posted or distributed. The Union agrees to maintain such bulletin boards in a neat and orderly manner. The Association shall be allowed to utilize Department email to disseminate bulletin board information under the same rules and regulations as adopted for bulletin boards.

Section 3. Mileage Allowance.

Employees required to use their private automobiles for duly authorized Department business shall be compensated at the current Employer rate. If an increase is given to other City employees during the term of this Agreement, the rate stated herein shall be increased accordingly.

Section 4. Residency.

Residency shall not be a condition of employment for employees; each employee must be a legal resident of the United States and reside within its boundaries.

Section 5. Safety Program.

In the best interest of the Department and to promote the safety of the employees, patrol cars may be manned by two (2) officers during periods of high criminal activity and in high crime areas. Whenever one (1) officer units are in use, the Employer will use its best efforts to maintain sufficient staffing to provide for employees' safety.

Section 6. Retirement Incentive.

During the term of this Agreement, the Employer may offer a retirement incentive program with mutual consent of the Union. This shall in no way be construed as a reopening of this Agreement.

ARTICLE 24 CIVIL SERVICE

In the event that any provision of this Agreement conflicts or is inconsistent with any provision of Chapter 143 of the Local Government Code, this Agreement shall prevail notwithstanding any such provision of the Local Government Code. It is understood by the parties hereto that Section 143.013 of the Local Government Code relating to civil service rights of the Chief shall in no way be affected by the terms of this Agreement.

ARTICLE 25 SELECTION/REHIRE

Section 1. Entry Level Selection.

The Union agrees that the Employer shall have the right to establish selection procedures for Grade I police officers. Modifications in existing selection procedures shall be brought to the attention of the Union ten (10) days prior to implementation. In establishing a selection procedure for Grade I, the Employer shall not be bound by or subject to the provisions of Chapter 143 of the Local Government Code.

Section 2. Rehire of Former Officers.

The City, at its option, may rehire former Beaumont police officers who separated from the Department in good standing. The City may rehire an officer at the pay grade that accords with his/her years of service at the time of separation. However, the following conditions will apply to the rehired officer:

- The officer will serve a new probationary period of 12 months.
- The officer will not be accorded his/her previous seniority or promotions, if any.
- The officer will accrue leave at the same rate that accords with his/her years of service at the time of separation.
- The officer will earn longevity pay at the same rate that accords with his/her years of service at the time of separation.

ARTICLE 26
COPIES OF AGREEMENT

The Employer agrees to furnish a copy of this Agreement to the Union President.

ARTICLE 27
STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of this Agreement, shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Employer or the Union to insist in any one or more instance, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect.

ARTICLE 28
POLICE OFFICERS' BILL OF RIGHTS

In the event of a complaint filed with Internal Affairs concerning the conduct of an employee, this Bill of Rights shall serve as the basic guideline to offer protection to the employee. Every employee shall be required to cooperate in any investigation regarding complaints of employee misconduct arising from citizen complaints.

Section 1. Procedures.

- A. The interrogation shall be conducted at a reasonable hour.
- B. The interrogation should take place at the Department when possible.
- C. The employee under interrogation shall be informed of the names of the persons present during interrogation.
- D. All questions directed to the employee under interrogation shall be asked in an orderly fashion.
- E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such necessities and rest periods as reasonably necessary.
- F. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be informed of his rights prior to the commencement of the interrogation.
- G. The Chief or the Chief's designee may employ as an investigative aid a polygraph examination from licensed polygraph examiners who are not employed by the Employer nor any public employer. This Agreement shall not preclude the use of polygraph examination results as evidence in a disciplinary proceeding. The Department shall require the complaining citizen to first submit to a polygraph examination before requiring the employee to submit to a polygraph examination. Nothing herein prohibits the Chief from ordering an employee to submit to a polygraph examination where there is no complaining citizen. This Agreement shall not preclude the admission of such information as evidence in a disciplinary proceeding.
- H. The Chief or the Chief's designee shall use the polygraph examination in a fair and reasonable manner.

I. The refusal of the employee to answer all questions fully and truthfully and to submit reports shall be grounds for disciplinary action.

J. An employee may have a Union representative with them as an observer only so long as the representative does not delay or impede the investigation. The observer may not relay any information obtained as a representative to any third person except to a lawyer retained by the employee to represent them in the grievance.

Section 2. Disclosure.

No employee shall be required or requested to disclose any item of property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless required by law. Nothing in this section shall be construed to prohibit the Chief or the Chief's designee from requiring that employees submit requests for approval of off-duty employment.

Section 3. Rules and Regulations.

If the investigation or interrogation of the employee results in any disciplinary action, the Employer shall follow the Department's Rules and Regulations. Effective upon effective date of this Agreement and subject to the Records Retention Act, only sustained formal complaints filed after the effective date of this Agreement shall be retained by the Employer in the employee's personnel file and Internal Affairs file.

ARTICLE 29

IMPASSE PROCEDURE

Section 1. In the event that an impasse, as defined in Chapter 174, Local Government Code (herein referred to as the "Act"), is reached in the collective bargaining process after submission of the unresolved issues to mediation under Section 174.151 of the Act, either

party to the dispute, after written notice to the other party containing specifications of the issues in dispute, may request appointment of a fact finder as provided herein; provided, however, a party shall not request a fact finding more than once during any fiscal year. Prior to invoking fact finding, the parties shall make every reasonable effort to settle their differences. The request for fact-finding shall be initiated within seven (7) calendar days following the expiration of the sixty (60) calendar day pre-impasse period or within seven (7) calendar days of any agreed extension thereof. The members of the fact-finding panel shall be appointed in the manner provided in Section 174.154 of the Act for an arbitration panel.

Section 2. The parties shall enter into a written agreement specifying the issues to be submitted to fact finding. Each party may submit an unlimited number of issues to the fact finding panel; provided, however, that all economic issues (i.e., those issues involving cost or expense to the Employer) shall be combined into a "total economic package" and shall be submitted as a single issue. Non-economic issues may be submitted separately. Each party shall submit in writing to the fact finders its position on each issue at or prior to the hearing.

Section 3. The fact finding panel shall, acting through its chairperson, call a hearing to be held within a reasonable time after appointment of the chair, and shall give the parties at least fifteen (15) calendar days notice in writing of the time and place of such hearing. The hearing shall be informal. After hearing all evidence offered by the parties, the panel shall render a written decision making findings of fact and recommendations as to all matters in dispute. In its written decision, the panel shall state its reasons for its finding of fact and recommendations. In making such findings and recommendations, the panel shall select the final position of one of the parties on each issue presented and shall not attempt to "split the difference."

Section 4. In making its findings of fact and recommendations, the panel shall consider only the following:

1. The total compensation, including wages and benefits, and conditions of employment provided by the Employer to members of the bargaining unit.

2. The total compensation and terms and conditions of employment of police officers employed by Texas cities with populations between 75,000 and 150,000 according to the 2010 Federal decennial census.

3. The rate of increase or decrease in the cost of living for the Houston area determined by the Consumer Price Index for the period beginning with the effective date of the current contract and ending with the most recent published report at the time of the commencement of the hearing.

4. The revenues available to the Employer and the demands upon such revenues.

5. Any current Federal policies or guidelines concerning wages and other compensation.

6. Labor agreements from the Texas cities defined by "2" above.

Section 5. The fee and expenses, including stenographic charges, of the neutral fact finder shall be split equally between the Employer and the Union. All other expenses, including copies of transcripts, witness fees, and fees and expenses of the member of the panel appointed by each party, shall be paid by the party incurring the expense.

Section 6. The findings and recommendations of the fact finder shall not be made public for fifteen (15) calendar days, unless extended by mutual agreement in writing. Once the findings and recommendations are released to the public, the parties shall have seven (7) calendar days to either accept or reject the findings and recommendations.

Section 7. In the event that either party rejects one or more recommendations of the fact finding panel, the rejected party may request submission of each rejected recommendation to a referendum; provided, however, that neither party may request submission to referendum of more than three (3) non-economic issues. If either party requests a referendum hereunder, it shall be the duty of the City Council to call such referendum at the earliest date permitted by law. The cost to the Employer of conducting the referendum shall be borne on a pro rata basis based on issues by the party or parties requesting that the issues be submitted to referendum.

The City Clerk's determination of the cost of the election shall be conclusive. Each issue shall be submitted separately on the ballot and the voters shall cast their ballots "for" or "against" the position of the party rejecting the fact-finding panel's recommendation. The results of the referendum shall be binding on the parties. The conduct of the election shall be handled in an efficient manner.

ARTICLE 30 RETIREMENT

The Employer agrees not to decrease the matching ratio or any other benefit under the Texas Municipal Retirement System (TMRS) during the term of this Agreement.

The Employer agrees to maintain the CPI annuity at no less than seventy percent (70%).

ARTICLE 31 DURATION OF AGREEMENT

This Agreement shall be effective upon execution by both parties and shall remain in full force and effect until the 30th day of September, 2018. This Agreement shall continue in effect after September 30, 2018, 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, 2019.

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.

ARTICLE 32
SAVINGS CLAUSE

Should any provision of the Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provisions of the Agreement and any supplement thereto should be restrained by any court, all other provisions of the Agreement and any amendment thereto shall remain in force and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

IN WITNESS WHEREOF, the Beaumont Police Officers Association has caused this Agreement to be signed by its President, by order of its membership, and the City of Beaumont has caused this Agreement to be signed by its City Manager on the _____ day of _____, 2014.

BEAUMONT POLICE OFFICERS
ASSOCIATION

CITY OF BEAUMONT

By: _____
President

By: _____
City Manager

Witness

Witness

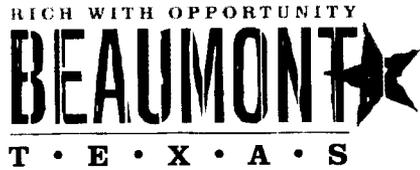
**APPENDIX A
ARTICLE 18 - SCHEDULE OF WAGES**

Schedule of Wages

	10/1/2014 2.5%	10/1/2015 2%	10/1/2016 2.5%	10/1/2017 2%
Grade I - Police Officer				
Start - 2	4,545	4,636	4,752	4,847
2-3	4,689	4,783	4,903	5,001
3-4	4,836	4,933	5,056	5,157
4-5	4,975	5,075	5,202	5,306
5-8	5,124	5,226	5,357	5,464
8-10	5,223	5,327	5,460	5,569
10-12	5,379	5,487	5,624	5,736
12-15	5,487	5,597	5,737	5,852
15-20	5,656	5,769	5,913	6,031
20+	5,825	5,942	6,091	6,213
Grade II - Sergeant				
0-5	6,366	6,493	6,655	6,788
5-10	6,701	6,835	7,006	7,146
10+	6,832	6,969	7,143	7,286
Grade III - Lieutenant				
0-5	7,217	7,361	7,545	7,696
5+	7,363	7,510	7,698	7,852
Grade IV - Captain				
0-5	7,824	7,980	8,180	8,344
5+	7,981	8,141	8,345	8,512

September 30, 2014

Consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of the property located at 1870 Louisiana Street



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of the property located at 1870 Louisiana Street.

BACKGROUND

On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by NAI Wheeler for an annual contract for real estate broker services to list and sell City-owned property.

NAI Wheeler has secured one (1) potential buyer who is interested in purchasing the fire training building and warehouse property located at 1870 Louisiana Street. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with MG Real Properties, Ltd with a cash offer in the amount of \$182,000.00.

MG Real Properties, Ltd will deposit \$5,000.00 as earnest money to Texas Regional Title for a feasibility period of 20 days. If MG Real Properties, Ltd. terminates the earnest money contract, the earnest money will not be refunded to MG Real Properties, Ltd. The date of closing will be seven (7) days after the expiration of the feasibility period.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Earnest Money Contract with MG Real Properties, Ltd. for the sale of property located at 1870 Louisiana Street. The contract is substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2014

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Beaumont

Address: 801 North Main Street, Beaumont, TX 77701

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: MG Real Properties, Ltd.

Address: 1655 Louisiana Street, Beaumont, TX 77701

Phone: (409) 833-2665 E-mail: brian.bommer@modernusa.com

Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Jefferson County, Texas at 1870 Louisiana Street, Beaumont, TX 77701 (address) and that is legally described on the attached Exhibit A or as follows:

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
 - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
 - (4) Seller's interest in all licenses and permits related to the Property;
 - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
 - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
 - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____
- Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	\$	<u>182,000.00</u>
B. Sum of all financing described in Paragraph 4	\$	_____
C. Sales price (sum of 3A and 3B)	\$	<u>182,000.00</u>

(TAR-1801) 4-1-14

Initialed for Identification by Seller _____ and Buyer 

Page 1 of 14

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
 Phone: 409-899-3300

Fax: 409-899-3301

Erica Goss

1870 Louisiana,

Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

EXHIBIT "1"

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 5,000.00 as earnest money with Texas Regional Title Company (title company) at 3195 Dowlen Rd., Ste 108, Beaumont, TX (address) Molly Mallet (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. **Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 20 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 5,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
 - (1) any failure by Seller to comply with Seller's obligations under the leases;

- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 -- Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:**

A. The brokers to this sale are:

Principal Broker: <u>KenWheeler, Inc. dba NAI</u>	Cooperating Broker: _____
<u>Wheeler</u>	_____
Agent: <u>Lee Y. Wheeler, III</u>	Agent: _____
Address: <u>470 Orleans Street, 12th FL</u>	Address: _____
<u>Beaumont, TX 77701</u>	_____
Phone & Fax: <u>(409) 899-3300 (409) 899-3301</u>	Phone & Fax: _____
E-mail: <u>LWheeler@NAIWheeler.com</u>	E-mail: _____
License No.: <u>467055</u>	License No.: _____

Principal Broker: *(Check only one box.)* Cooperating Broker represents Buyer.
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input checked="" type="checkbox"/> <u>3.000</u> % of the sales price.	<input type="checkbox"/> _____ % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
 - (1) 7 days after the expiration of the feasibility period.
 - _____ (specific date).
 - _____
- (2) 7 days after objections made under Paragraph 6D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;

- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~ as Buyer's sole remedy.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: ~~To the best of Seller's knowledge and belief: (Check only one box.)~~

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR 1408).
- B. ~~Except as otherwise provided in this contract, Seller is not aware of:~~
- ~~(1) any subsurface structures, pits, waste, springs, or improvements;~~
 - ~~(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;~~
 - ~~(3) any environmental hazards or conditions that materially affect the Property;~~
 - ~~(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;~~
 - ~~(5) whether radon, asbestos containing materials, urea formaldehyde foam insulation, lead based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;~~
 - ~~(6) any wetlands, as defined by federal or state law or regulation, on the Property;~~
 - ~~(7) any threatened or endangered species or their habitat on the Property;~~
 - ~~(8) any present or past infestation of wood destroying insects in the Property's improvements;~~
 - ~~(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;~~
 - ~~(10) any material physical defects in the improvements on the Property; or~~
 - ~~(11) any condition on the Property that violates any law or ordinance.~~

~~(Describe any exceptions to (1) - (11) in Paragraph 12 or an addendum.)~~

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TAR-1930);
- (3) Commercial Contract Financing Addendum (TAR-1931);
- (4) Commercial Property Condition Statement (TAR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TAR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (10) Information About Brokerage Services (TAR-2501); and
- (11) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

Commercial Contract - Improved Property concerning 1870 Louisiana Street, Beaumont, TX 77701

- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

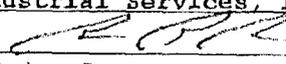
26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Beaumont Buyer: MG Real Properties, Ltd.

By: Kyle Hayes By: Modern Industrial Services, Inc. Its G.P.

By (signature): _____
Printed Name: Kyle Hayes
Title: City Manager

By (signature): 
Printed Name: Brian B. Bommer
Title: CFO

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:
 \$ _____, or
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____	Buyer's attorney: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
Seller's attorney requests copies of documents, notices, and other information: <input type="checkbox"/> the title company sends to Seller. <input type="checkbox"/> Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: <input type="checkbox"/> the title company sends to Buyer. <input type="checkbox"/> Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
 A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____
By: _____ Phone & Fax: _____
Assigned file number (GF#): _____ E-mail: _____



EXHIBIT A

All that certain tract or piece of land, being parts of Lots One (1), Two (2) and Three (3), Block Seven (7) of the unrecorded plat of the McFaddin Heights Addition to the City of Beaumont, Jefferson County, Texas, and being located at the intersection of Beech Avenue and Averill Street, and being more fully bounded and described as follows:

Beginning at a Texas Highway Department concrete marker which marks the intersection of the East line of Averill Street with the South line of Beech Avenue;

Thence East along the South line of Beech Avenue and also along the North line of Lot One (1), Block Seven (7) of the McFaddin Heights Addition for a distance of sixty-one and fifty-nine hundredths (61.59) feet to the Northeast corner of this tract, said corner lies one (1) foot East of a five-eighths ($5/8$) inch rod for reference point;

Thence South at right angle to Beech Avenue and along the East side of this tract for a distance of one hundred ten and sixty hundredths (110.60) feet to a five-eighths ($5/8$) inch rod marking the Southeast corner of this tract;

Thence West at right angle to the last described line for a distance of sixty-one and fifty-nine hundredths (61.59) feet to a five-eighths ($5/8$) inch iron rod in the East line of Averill Street, said rod marks the Southwest corner of this tract;

Thence North along the East line of Averill Street and at right angle to the last described line for a distance of one hundred ten and sixty hundredths (110.60) feet to the place of beginning;

It being the West sixty-one and fifty-nine hundredths (61.59) feet of Lots One (1) and Two (2) and the West sixty-one and fifty-nine hundredths (61.59) feet of the North ten and sixty hundredths (10.60) feet of Lot Three (3), Block Seven (7) of the McFaddin Heights Addition to the City of Beaumont, containing .156378 acres, more or less.

A handwritten signature or set of initials, possibly 'AK', written in black ink.

NOTICE TO PURCHASERS

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is 22.0587 cents on each \$100 of assessed valuation.

The total amount of bonds that have been approved by the voters and which may be issued by the District (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is \$0; however, contract revenue refunding bonds have been approved by the District's Board in the following original amounts Series 2003 - \$4,995,000. The aggregate initial principal amount of all bonds of the District payable in whole or part from taxes (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued is \$0, however, the current principal amounts of contract revenue refunding bonds outstanding are as follows: Series 2003 Contract Revenue Refunding Bonds - \$950,000. The contract revenue refunding bonds are serviced through taxes collected for maintenance and operating. Funds from maintenance and operating are transferred to debt service for annual installments toward payment of the contract revenue refunding bonds. No separate tax is collected for contract revenue refunding bonds.

The District does not impose a standby fee.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

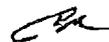
The legal description of the property which you are acquiring is as follows:

Date

(Seller)

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.



Date

(Buyer)

THE STATE OF TEXAS *
COUNTY OF *

This instrument was acknowledged before me on _____, by

Notary Public, State of Texas

THE STATE OF TEXAS *
COUNTY OF *

This instrument was acknowledged before me on _____, by

Notary Public, State of Texas

After recording, return to:





Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.


Buyer, Seller, Landlord or Tenant
MG Real Properties, Ltd.


Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12168, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300

Fax: 409-899-3301 Erica Goss

1870 Louisiana,



Information About Brokerage Services

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- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

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If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

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Buyer, Seller, Landlord or Tenant
City of Beaumont

Date

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(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300

Fax: 409-899-3301 Erica Goss

1870 Louisiana,

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW / ESTE DOCUMENTO CONTIENE UNA MARCA DE AGUA VERDAD - TIENELA A LA LUZ PARA VER

BBVA Compass

CASHIER'S CHECK

501701980

CHEQUE DE CAJA

Date/Fecha: 08/29/2014

61-118/620

PAY TO THE ORDER OF TEXAS REGIONAL TITLE

***** \$5,000.00 *****

Pagoso por este cheque a lo orden de

FIVE THOUSAND DOLLARS AND 00 CENTS

Remitter/Remitente Description/Descripción

MG REAL PROPERTIES
EARNEST MONEY 1870 LA. ST BMT

[Handwritten Signature]

AUTHORIZED SIGNATURE / FIRMA AUTORIZADA

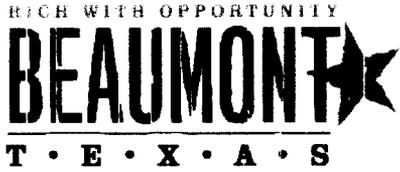
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Compass Bank
Birmingham, AL 35203

See Debit Card Details on Back
Comentarios de la Seguridad Incluir
Security Features Included

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September 30, 2014

Consider a resolution awarding annual contracts to multiple vendors for the purchase of traffic marking materials



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council consider a resolution awarding annual contracts to multiple vendors for the purchase of traffic marking materials, in the estimated total amount of \$589,631.45.

BACKGROUND

Bids were requested to supply signage, sign materials, hardware, and specialty paints and thermoplastic materials for use by the Transportation Division, and for the purchase of various traffic control materials such as markers, portable signs and barricades for use by all City Departments.

Ten (10) vendors were notified and eight (8) responses were received. Specifications were divided into nine (9) material sections, and require that each be awarded to the lowest overall bidder who bids the entire section and complies with the required specifications. All recommended vendors have previously held portions of these contracts. There are no local vendors supplying this material.

Contracts are recommended as follows:

Section	Vendor	Est. Total Amount
1-Sign Blanks	Vulcan Signs, Inc., Foley, AL	\$40,596.80
2-Sign Faces	Vulcan Signs, Inc., Foley, AL	\$19,367.25
3-Finished Signs	Vulcan Signs, Inc., Foley, AL	\$45,690.25
4-Sheet Material	American Traffic Safety, Inc., Orange , FL	\$64,589.65
5-Hardware	Pathmark , Inc., San Marcos, TX	\$261,664.50
6-Marking Materials	Trantex, Inc., Houston, TX	\$16,911.50
7-Paint	Trantex, Inc., Houston, TX	\$18,150.00
8-Traffic Control Equipment	Trantex, Inc., Houston, TX	\$26,812.00
9-Thermoplastic Materials	Swarco, Inc., Columbia, TN	\$95,579.50
Total		\$589,361.45

FUNDING SOURCE

General Fund, Water Utilities Fund and Capital Program.

RECOMMENDATION

Approval of resolution

RESOLUTION NO.

WHEREAS, bids were solicited for annual contracts for the purchase of traffic marking materials for use by the Streets and Drainage Division and for the purchase of various traffic control materials for use by all City Departments; and,

WHEREAS, the following vendors submitted bids as shown below and in the unit amounts as shown on Exhibit "A," attached hereto and made a part hereof for all purposes:

Section	Vendor	Est. Total Amount
1-Sign Blanks	Vulcan Signs, Inc., Foley, AL	\$40,596.80
2-Sign Faces	Vulcan Signs, Inc., Foley, AL	\$19,367.25
3-Finished Signs	Vulcan Signs, Inc., Foley, AL	\$45,690.25
4-Sheet Material	American Traffic Safety, Inc., Orange , FL	\$64,589.65
5-Hardware	Pathmark , Inc., San Marcos, TX	\$261,664.50
6-Marking Materials	Trantex, Inc., Houston, TX	\$16,911.50
7-Paint	Trantex, Inc., Houston, TX	\$18,150.00
8-Traffic Control Equipment	Trantex, Inc., Houston, TX	\$26,812.00
9-Thermoplastic Materials	Swarco, Inc., Columbia, TN	\$95,579.50
Total		\$589,361.45

; and,

WHEREAS, City Council is of the opinion that the bids submitted by the vendors for the contract total amount of \$589,631.45 as based upon the unit amounts as shown on Exhibit "A," attached hereto and made a part hereof for all purposes 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 bids submitted by the vendors for annual contracts for the purchase of traffic marking materials and traffic control materials in the estimated total amounts shown above and in the unit amounts as shown on Exhibit "A," attached hereto and made a part

hereof for all purposes for the estimated total amount of \$589,631.45 be accepted by the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- Mayor Becky Ames -



CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION

ANNUAL CONTRACT FOR TRAFFIC MARKING MATERIALS

Bid Name: ANNUAL CONTRACT FOR TRAFFIC MARKING MATERIALS
 Bid Number: BF0714-48
 Bid Opening: Thursday, August 28, 2014

Contact Person: Robert (Bob) Holler, Buyer II
 rholler@ci.beaumont.tx.us
 Phone: 409-880-3758

Vendor City / State Phone or Fax No.	DESCRIPTION	SECTION TOTAL				
SWARCO COLUMBIA TN (931) 388-6900	1 SIGN BLANKS	NO BID				
	2 SIGN FACES	NO BID				
	3 FINISHED SIGNS	NO BID				
	4 SHEET MATERIAL	NO BID				
	5 HARDWARE	NO BID				
	6 MARKING MATERIALS	NO BID				
	7 PAINT	\$9,000.00	NO BID	\$56,920.00	\$18,150.00	\$56,176.00
	8 TRAFFIC CONTROL EQUIP	NO BID	NO BID	NO BID	\$26,812.00	\$44,238.00
	9 THERMOPLASTIC	\$95,579.50	\$146,027.38	NO BID	\$122,883.50	\$160,075.00
TOTAL BID		\$104,579.50	\$146,027.38	\$77,780.00	\$462,072.00	\$664,499.00
	DID NOT BID ENTIRE SECTION 7					

Vendor City / State Phone or Fax No.	DESCRIPTION	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL
VULCAN SIGNS, INC FOLEY, AL (800) 633-6845	1 SIGN BLANKS	\$40,596.80	\$45,087.45	NO BID
	2 SIGN FACES	\$19,367.25	\$22,030.00	NO BID
	3 FINISHED SIGNS	\$45,690.25	\$49,763.25	NO BID
	4 SHEET MATERIAL	NO BID	\$65,502.05	NO BID
	5 HARDWARE	NO BID	NO BID	NO BID
	6 MARKING MATERIALS	NO BID	NO BID	NO BID
	7 PAINT	NO BID	NO BID	NO BID
	8 TRAFFIC CONTROL EQUIP	NO BID	NO BID	NO BID
	9 THERMOPLASTIC	NO BID	NO BID	NO BID
TOTAL BID		\$105,654.30	\$182,382.75	\$64,589.65

TOTAL CONTRACT VALUE
\$589,361.45

NO RESPONSE
 HALL SIGNS, INC.
 ROAD SAFE
 TRAFFIC PARTS
 ALLIED TUBE
 NIPPON CARBIDE

PUBLIC HEARING

- * Receive comments on the Emergency Shelter/Solutions Grant Program (ESG) funds awarded to the City of Beaumont

September 30, 2014

Consider a resolution to accept Emergency Shelter/Solutions Grant Program funds



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Director of Planning & Community Development

MEETING DATE: September 30, 2014

REQUESTED ACTION: Council conduct a Public Hearing and consider a resolution to accept Emergency Shelter/Solutions Grant Program (ESG) funds.

BACKGROUND

On March 10, 2014, The City of Beaumont applied for Emergency Solutions Grant (ESG) funding and was recently awarded a grant of FY2014 ESG funds in the amount of \$184,104. Attached is the Program Award Letter and a proposed budget. In addition, TDHCA is offering an additional \$18,775 of FY2010 Emergency Shelter Grant Program funding reallocated from other jurisdictions unable to expend their funds. The Emergency Shelter Grant Program is the homeless assistance program that predated the current Emergency Solutions Grant Program.

The Emergency Shelter/Solutions Grant Program provides assistance to non-profits that serve the homeless and those individuals at risk of being homeless. Specifically, ESG funds will be for client outreach, emergency shelter and other homeless prevention activities.

FUNDING SOURCE

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

RECOMMENDATION

Conduct the Public Hearing and approval of the resolution.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

BOARD MEMBERS
J. Paul Oxer, *Chair*
Juan S. Muñoz, PhD, *Vice Chair*
Leslie Bingham-Escareño
Tom H. Gann
J. Mark McWatters
Robert D. Thomas

July 31, 2014

Direct phone #: (512) 475-2125
Email: michael.deyoung@tdhca.state.tx.us

Mr. Kyle Hayes
City Manager
City of Beaumont
801 Main Street
Beaumont, Texas 77708

RE: 2014 Emergency Solutions Grants (ESG) Program Award Letter

Dear Mr. Hayes:

The Texas Department of Housing and Community Affairs (the Department) is pleased to inform you that the application submitted by the City of Beaumont has been selected for funding for the Federal Fiscal Year (FFY) 2014 Emergency Solutions Grants (ESG) program. **This award letter officially obligates FFY 2014 ESG funding to City of Beaumont in the amount of \$184,104.00.** The award includes \$175,832.62 in program funds and \$ 8,271.38 in administrative funds.

The Department advises City of Beaumont that they must obligate funds within 120 days from the date of this award letter dated 07/31/2014. The obligation of funds occurs by a letter of award requiring payment to a private nonprofit organization, a procurement contract for an organization other than a nonprofit organization, or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity.

The Department will hold an ESG Contract Implementation Workshop on September 16-17, 2014. Attendance is mandatory for all award recipients and is an allowable expense. The workshop will take place at the Thompson Conference Center, 2405 Robert Dedman Drive, Austin, Texas, 78712.

The ESG contract period will be from October 1, 2014 through September 30, 2015. The Contract will be made available for signature only after the City of Beaumont has completed the Department's environmental review process. Cynthia Zbranek, Senior Environmental Specialist at TDHCA will present information about the different environmental review requirements at the workshop. The City of Beaumont has planned activities that may require close communications with Ms. Zbranek. All email communication regarding the environmental clearance must include Mariana Salazar (mariana.salazar@tdhca.state.tx.us) as a cc.



July 22, 2014

Page 2

If you have questions about your award, please contact Mariana Salazar at the address above or by phone at (512) 475-4576. The Department looks forward to working with your organization to provide services to the homeless or those at risk of homelessness in your area of the State.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael DeYoung".

Michael DeYoung

Community Affairs Division Director

ESG Budget and Match Form for Collaborative Subrecipients (Rev.09/15/14)

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

Subrecipient Information	
	Date Submitted: <u>September 22, 2014</u>
	Subrecipient: <u>City of Beaumont</u>

PART II. Budget	
Categories	Budget
Street Outreach*	
Shelter*	\$49,101.00
Essential Services	\$10,997.00
Operations	\$38,104.00
Renovation	
Major Rehabilitation	
Conversion	
Uniform Relocation Assistance	
Homelessness Prevention	\$67,938.00
Housing Relocation and Stabilization Services - Financial	\$3,000.00
Housing Relocation and Stabilization Services - Services	\$13,338.00
Tenant-based Rental Assistance	\$51,600.00
Project-based Rental Assistance	
Rapid Re-housing	\$42,793.62
Housing Relocation and Stabilization Services - Financial	\$5,035.00
Housing Relocation and Stabilization Services - Services	\$6,690.00
Tenant-based Rental Assistance	\$31,068.62
Project-based Rental Assistance	
Homeless Management Information System (HMIS)	\$16,000.00
Administrative Costs**	\$8,271.38
Total***	\$184,104.00

* Street Outreach and Emergency Shelter funds must be less than or equal to 60% of the total ESG Award.

** Collaborative Subrecipients can budget in administrative expenses an amount not to exceed the one indicated in the Award letter.

***The total in this Budget must equal the total funds listed in the Subrecipient's Award letter.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept \$184,104 in FY 2014 Emergency Solutions Grant (ESG) funding through the Texas Department of Housing and Community Affairs (TDHCA) to provide services for the homeless; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept an additional \$18,775 of FY 2010 Emergency Shelter Grant Program funding through the Texas Department of Housing and Community Affairs (TDHCA) that is reallocated from other jurisdictions unable to expend their funds.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 30th day of September, 2014.

- 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