

BEAUMONT

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS NOVEMBER 10, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – October 27, 2015
- * Confirmation of committee appointments

Bart Owens would be appointed to the Civil Service Commission. The term would commence November 10, 2015 and expire November 9, 2018. (Kyle Hayes, City Manager)

- A) Approve a contract with Apache Oil Company, Inc., of Houston for the purchase of various lubricants used in City vehicles and equipment
- B) Approve a one year contract with BUILD, Inc., Beaumont Main Street for Fiscal Year 2016
- C) Authorize the acceptance of two (2) ten foot (10') wide Exclusive Water Line Easements located at 3775 Dowlen Road
- D) Authorize the City Manager or his designee to reenter into a Cooperative Working Agreement with the Rape and Suicide Crisis Center of Southeast Texas, Inc.
- E) Approve a payment of dues to the South East Texas Regional Planning Commission (SETRPC) for Fiscal Year 2016

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>
Bart Owens	Civil Service Commission	11/09/2015	11/09/2018

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of
November, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider a resolution approving a contract with Apache Oil Company, Inc., of Houston in the estimated amount of \$88,909.50 to provide lubricants for use in City vehicles and equipment.

BACKGROUND

Bids were solicited for a six (6) month contract to supply approximately 13,000 gallons of various lubricants at fixed costs for use in maintaining vehicles and equipment. Specifications allow for a six (6) month extension upon expiration of the original term at the same pricing as awarded herein. The new contract represents a 7% decrease in price over the previous contract.

Bids were requested from eleven (11) vendors with one (1) response. Tri-Con, Inc., holder of the current contract did not bid. The Apache Oil Company was the sole bidder. Bid tab is attached.

FUNDING SOURCE

Fleet Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for a six (6) month contract, with an option to renew for a period of six (6) months, for the purchase of lubricants for use by various City departments in maintaining vehicles and equipment; and,

WHEREAS, Apache Oil Company, Inc., of Houston, Texas, submitted a qualified bid in the unit amounts shown on Exhibit "A," attached hereto, for an estimated total expenditure of \$88,909.50; and,

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

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

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

THAT the bid submitted by Apache Oil Company, Inc., of Houston, Texas, for a six (6) month contract, with an option to renew for a period of six (6) months, for the purchase of lubricants for use by various City departments in maintaining vehicles and equipment for an estimated amount of \$88,909.50 be accepted by the City of Beaumont; and,

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of
November, 2015.

- Mayor Becky Ames -

Bid Name: SIX MONTH CONTRACT FOR LUBRICANTS
Bid Number: BF1016-02
Bid Opening: Thursday, October 29, 2015

Contact Person: Robert J. Hollar, Buyer ii
rhollar@ci.beaumont.tx.us
Phone: 409-880-3758

Vendor City / State Phone No.		APACHE OIL HOUSTON 281-487-5400	
APPROX QTY	DESCRIPTION	Unit Price	Extended Price
ENGINE OIL			
3,200 GAL	Engine Oil 15W-40 (BULK DELIVERIES >250 GALLONS)	\$ 7.59	\$24,288.00
1,000 GAL	Engine Oil 15w-40 (55 gal drums)	\$ 7.95	\$7,950.00
MANUFACTURER AND BRAND BID:		SHELL RIMALA SUPER CJ4	
110 GAL	Engine Oil SAE 40 (55 gal drums)	\$ 7.95	\$874.50
MANUFACTURER AND BRAND BID:		PHILLIPS TSX	
TRANSMISSION FLUID/HYDRAULIC OIL			
1,300 QT	Dexron III (quart containers)	\$ 2.26	\$2,938.00
250 GAL	Dexron III (bulk deliveries >250 gal)	\$ 7.05	\$1,762.50
100 GAL	Decron III (55 gal drums)	\$ 7.41	\$741.00
MANUFACTURER AND BRAND BID:		KENDALL CLASSIC	
100 QT	Mercon 5 (quart containers)	\$ 2.84	\$284.00
MANUFACTURER AND BRAND BID:		KENDAL VERSATRANS	
4,700 GAL	Multi-purpose Transmission/Hydraulic Oil (bulk deliveries >250 gal)	\$ 7.30	\$34,310.00
500 GAL	Multi-purpose Transmission/Hydraulic Oil (55 gal drums)	\$ 7.66	\$3,830.00
MANUFACTURER AND BRAND BID:		CONOCO POWERTRANS	
500 GAL	Caterpillar TO-4 Compatible Lubricants, SAE 10W (bulk deliveries > 259 gallons)	\$ 7.33	\$3,665.00
500 GAL	Caterpillar TO-4 Compatible Lubricants, SAE 50 (bulk deliveries >250 gallons)	\$ 7.81	\$3,905.00
275 GAL	Caterpillar TO-4 Compatible Lubricants, SAE 10W (55 gal. drum)	\$ 7.69	\$2,114.75
275 GAL	Caterpillar TO-4 Compatible Lubricants, SAE 50 (55 gal. drum)	\$ 8.17	\$2,246.75
MANUFACTURER AND BRAND BID:		PHILIPS TORQUE FLUID	
DRUM DEPOSIT CHARGE:		\$0.00	
TOTAL BID		\$88,909.50	

No Response: JAM DISTB, PUMPELLY OIL, MARTN ENERGY, MIDTEX OIL, TRI-CON
RELADYNE, SUN COAST, MATRIX, THOMAS, SPIDEL & SPIDEL

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

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

BACKGROUND

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

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a one-year contract, substantially in the form attached hereto as Exhibit "A," between BUILD, Inc., Beaumont Main Street and the City of Beaumont in the amount of \$75,000 for FY 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This agreement is made and entered into by and between the City of Beaumont, Texas, a municipal corporation of the State of Texas, hereinafter called "City", acting herein by and through its duly authorized City Manager, and BUILD, Inc., Beaumont Main Street, a non-profit corporation, hereinafter called "BUILD", acting herein by and through its President.

WHEREAS, the City believes that economic development and downtown revitalization are crucial to the continued economic success of City and believes that BUILD should be retained to carry out a program of work on behalf of City to accomplish these goals;

NOW, THEREFORE, in consideration of the mutual promises made herein, the City and BUILD agree as follows:

STATEMENT OF WORK

City does hereby enter into a contract with BUILD to provide a comprehensive range of plans and projects in Beaumont directed at economic development and downtown revitalization by:

- a) promoting the physical and social development, redevelopment and economic well being of downtown Beaumont;
- b) creating an environment in the downtown area which is conducive to residential, commercial, employment, recreational and cultural-artistic revitalization;
- c) attracting new employers;

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

BUILD will provide an annual review related specifically to the Urban Main Street Program covering the period of this agreement due on October 31, 2016.

SUSPENSION AND TERMINATION

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

INDEPENDENT CONTRACTOR

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

ACCESSIBILITY OF RECORDS

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

LOSS, DAMAGE, PERSONAL INJURY

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

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

CITY OF BEAUMONT

By: _____
City Manager
"CITY"

ATTEST:

By: _____
City Clerk

BUILD, INC.
BEAUMONT MAIN STREET

By: _____
Executive Director
"BUILD"

ATTEST:

By: _____
Name: _____
Title : _____

BEAUMONT MAIN STREET ACTIVITIES

October – December, 2014

- **Main Street planned and conducted DOG-tober Fest in Downtown Beaumont**
A premier festival event bringing people and their pets from across Southeast Texas into Downtown Beaumont, making them aware of local downtown businesses.
- **Main Street promoted downtown real estate for both residential and commercial development.**
- **Main Street's Annual meeting, held at the Hotel Beaumont, raised awareness of downtown activities, both in terms of buildings available and people-oriented festivities.**
- **Main Street participated in Christmas at the Museums with an activity for children to make pipe stem ornaments for the Tree Lighting at the end of the day led by the Mayor.**
- **The Main Street Staff attended a Texas Downtown Association Conference in Granbury, TX.**
- **Main Street organized a grand opening event for The Loft Hair Salon, a new business in downtown.**

BEAUMONT MAIN STREET ACTIVITIES

January – March, 2015

- **Beaumont Main Street was recognized for the National Main Street Designation.**
- **Main Street's Save and Secure met and worked with several downtown building owners.**
- **Main Street hosted and developed several meetings about downtown development using re-purposed shipping containers.**
- **Main Street conducted a meeting with Falcon Container Company from Austin who made a presentation in Beaumont on March 19, 2015 regarding modular living. A committee was appointed to explore the possibilities of modular living downtown and to start a site selection inquiry.**

BEAUMONT MAIN STREET ACTIVITIES

April – June, 2015

- **Nathan Building and Goodhue Building are under contract.**
- **Main Street is providing assistance for buyers by showing properties.**
- **Modified and updated Beaumont Main Street Webpage and Facebook Webpage to attract and increase awareness of available Downtown Beaumont properties that are for sale and to present opportunities available through our small business loan program.**
- **Main Street announced plans for golf tournament in late October.**
- **Main Street assisted with New Orleans on Orleans Street Festival held April 25 hosted by the Music Studio.**
- **Main Street promoted participation in May Preservation Month.**

BEAUMONT MAIN STREET ACTIVITIES

July – September, 2015

- Main Street focused on upcoming DOG=tober Fest and golf tournament.
- Main Street continued to refine Main Street Website and Facebook Webpage.
- Continued to assist in marketing downtown properties which, all year, have included Goodhue Building, Nathan Building, Gilbert Building, Hotel Beaumont, Westminster Presbyterian Church, Fertitta Building, and Beaumont Club.
- Main Street Website has new Main Street marketing items, including hats, t-shirts, etc., with more items to be offered.
- Main Street organized its first Port of Beaumont tour and lunch which resulted in \$1,750 in new membership fees.
- Main Street met with Compass Bank to discuss CRA monies that are available to lend.
- Main Street met with Tony Eads re: Westminster Church's proposal progress.
- Main Street sent packet to Seth McCormick offering assistance with Hotel Beaumont project.
- Main Street developed a plan for promotion of the organ at Jefferson Theatre when repairs to organ are completed.

**** Though not within the October, 2014 through September, 2015 timeframe, Beaumont Main Street closed on a loan in August, 2014 from our Revolving Loan Fund to Yvette Griffith/Yvette Michelle Portraits in the amount of \$15,823.66.**

BEAUMONT
— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: November 10, 2015

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

BACKGROUND

Potomac Beaumont LZB, LP has agreed to convey two (2) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont. The first easement is described as being a 0.0023 acre tract; the second easement is a 0.0339 acre tract; both being out of a 1.9464 acre of land situated in the Hezekiah Williams League, Abstract No. 56. The water line easements are for the construction of new furniture store located at 3775 Dowlen Road.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Potomac Beaumont LZB, LP has agreed to convey two (2) ten foot (10') wide exclusive water line easements, said easements being a 0.0023 acre tract out of a 1.9464 acre of land situated in the Hezekiah Williams League, Abstract No. 56 and being a 0.0339 acre tract out of a 1.9464 acre of land situated in the Hezekiah Williams League, Abstract No. 56, as described in Exhibit "1" and shown on Exhibits "2" and "3," attached hereto, to the City of Beaumont for the purpose of constructing a new furniture store located at 3775 Dowlen Road; and,

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

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

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

THAT two (2) ten foot (10') exclusive water line easements conveyed by Potomac Beaumont LZB, LP, being a 0.0023 acre tract out of a 1.9464 acre of land situated in the Hezekiah Williams League, Abstract No. 56 and being a 0.0339 acre tract out of a 1.9464 acre of land situated in the Hezekiah Williams League, Abstract No. 56, as described in Exhibit "1" and shown on Exhibits "2" and "3," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of
November, 2015.

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, **POTOMAC BEAUMONT LZB, L.P.**, a Texas limited partnership, hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF BEAUMONT, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, an exclusive easement for the purpose of a water line and the exclusive right to construct, alter, and maintain said waterlines and appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas (the "Easement Property"), and being more particularly described in Exhibits "A, B, C & D", attached and made a part hereof for all purposes. Grantor reserves to Grantor and Grantor's successors and assigns the right to use and enjoy the surface of the land included within the boundaries of the Easement Property in any manner which does not unreasonably interfere with the use by Grantee under the terms of this easement. Grantor specifically reserves the right: (i) to extend roads and driveways across and along the Easement Property, and (ii) to construct or locate upon or across the Easement Property, sidewalks, parking facilities and pavement; provided that, in all such cases, Grantee shall not be unreasonably

disturbed in the use and enjoyment of the rights granted to Grantee.

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

It is expressly understood and agreed that Grantee shall have the right of ingress to and egress from the tracts of land hereinbefore described and use of the same for the purposes aforesaid as may be reasonably necessary, and giving said Grantee the right and privilege to improve, maintain and operate the same as permitted by law. Grantor agrees not to place any structures or appurtenances within the Easement Property. Grantor hereby expressly does not grant any easement over and across any portion of the Easement Property or the remainder property of Grantor for the purpose of vehicular parking, other than temporary vehicular parking in connection with Grantee's exercise of its rights under this instrument.

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

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever. This conveyance is made subject to, all and singular, the restrictions, mineral reservations, royalties, conditions, easements, leases, liens, encumbrances and covenants, if any, applicable to and enforceable against the Easement Property as reflected by the records of the County Clerk in the Official Public Records of Jefferson County, Texas.

This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties. This instrument shall bind and inure to the benefit of the respective parties, their

personal representatives, successors and assigns. This instrument may be executed in multiple counterparts, all of which together shall be deemed one and the same instrument.

EXECUTED this _____ day of _____, 2015.

GRANTOR:

POTOMAC BEAUMONT LZB, L.P.,
a Texas limited partnership

By: Potomac Management, LLC,
a Texas limited partnership,
its general partner

By: _____
Lewis E. Brown, Jr., Manager

GRANTEE:

CITY OF BEAUMONT

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____, 2015, by Lewis E. Brown, Jr., Manager of Potomac Management, LLC, a Texas limited liability company, general partner of Potomac Beaumont LZB, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this ____ day of _____, 2015, by _____, _____ of the City of Beaumont, a municipal corporation domiciled in Jefferson County, Texas, on behalf of said municipal corporation.

Notary Public, State of Texas

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

EXHIBIT "A"

10'x10' Exclusive Water Line Easement

Legal Description: 0.0023 Acre Exclusive Water Line Easement
Hezekiah Williams League, Abstract No. 56
Jefferson County, Texas

BEING a 0.0023 acre exclusive water line easement situated in the Hezekiah Williams League, Abstract No. 56, Jefferson County, Texas and being out of and part of that certain called 1.9464 acre tract of land as described in a "Special Warranty Deed" from Hillebrandt Development to Potomac Beaumont LZB, L.P. as recorded in Clerk's File No. 2015020499, Official Public Records of Real Property, Jefferson County, Texas, said 0.0023 acre exclusive water line easement being more particularly described as follows:

NOTE: All bearings are referenced to the East line of that certain called 1.7625 acre tract of land as recorded in Clerk's File No. 2002026197, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 00°39'17" EAST.

COMMENCING at a 5/8" iron rod with a cap stamped "Mark W. Whiteley & Associates" found for the Northeast corner of the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, said corner also being the Southeast corner of that certain called 1.7625 acre tract of land as described in a "Special Warranty Deed" from Suncor of Texas NGP II, L.P. to Driscoll-Texas, L.P. as recorded in Clerk's File No. 2002026197, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the West right-of-way line of Dowlen Road, (based on a width of 100');

THENCE SOUTH 00°39'15" EAST, along and with the West right-of-way line of Dowlen Road, for a distance of 26.32 feet to a point for corner and the **POINT OF BEGINNING** of the easement herein described;

THENCE SOUTH 00°39'15" EAST, continuing along and with the West right-of-way line of Dowlen Road, for a distance of 10.00 feet to a point for corner;

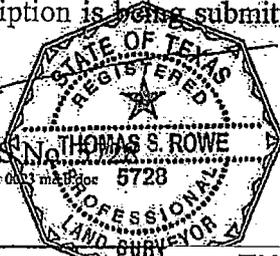
THENCE SOUTH 89°20'45" WEST, over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 10.00 feet to a point for corner;

THENCE NORTH 00°39'15" WEST, continuing over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 10.00 feet to a point for corner;

THENCE NORTH 89°20'45" EAST, continuing over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0023 Acres, more or less.

Easement prepared based on a survey performed by Mark W. Whiteley and Associates dated March 2, 2015. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B")

Thomas S. Rowe, RPLS No. 5728
W:201515-39915-399 Water Line Easement 0.0023 m.b. acc



12/21/15

EXHIBIT "A"
Page 1 of 1

EXHIBIT "2"

FR INC

NOTE:

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THAT CERTAIN CALLED 1.7625 ACRE TRACT OF LAND AS RECORDED IN CLERK'S FILE NO. 2002026197, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS AS SOUTH 00°39'17" EAST.

CALLED 1.7625 ACRES
DRISCOLL-TEXAS, L.P.
CF. NO. 2002026197
OPRJ

POC

FND 5/8" I. ROD
W/ CAP STAMPED
"M. W. WHITELEY"

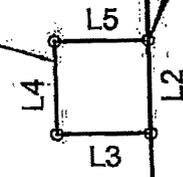


POB

PROPOSED 10'x10'
0.0023 ACRE
EXCLUSIVE WATER LINE EASEMENT

LINE	BEARING	DISTANCE
L1	S00°39'15"E	26.32'
L2	S00°39'15"E	10.00'
L3	S89°20'45"W	10.00'
L4	N00°39'15"W	10.00'
L5	N89°20'45"E	10.00'

CALLED 1.9464 ACRES POTOMAC
BEAUMONT LZB, L.P.
CF. NO. 2015020499
OPRJ



NOTE:

1. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
2. EASEMENT PREPARED BASED ON A SURVEY PERFORMED BY MARK W. WHITELEY AND ASSOCIATES DATED MARCH 2, 2015.

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

EXHIBIT "B"
REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

10'x10'
0.0023 ACRE
EXCLUSIVE WATER
LINE EASEMENT
HEZEKIAH WILLIAMS
LEAGUE
ABSTRACT NO. 56
JEFFERSON COUNTY
TEXAS

LA-Z-BOY FURNITURE GALLERY		
DR BY: SAW	SCALE: 1"=20'	SHEET No.: 1
VER: ACAD 2015	FILE: W\2015\15-388\	REV: 0
JOB NO. 14-286	14-399 Waterline Easement.dwg	
<p>MARK W. WHITELEY AND ASSOCIATES INCORPORATED CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS Texas Registered Engineering Firm F-2533</p>		
P. O. BOX 5402 BEAUMONT, TEXAS 77720-0402 409-582-0401		3030 EASTEX PKWY. BEAUMONT, TEXAS 77705 (713) 402-552-1349

[Handwritten Signature]
2015/03/02

THOMAS S. ROWE - REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728

EXHIBIT "C"
Exclusive Water Line Easement

Legal Description: 0.0339 Acre Exclusive Water Line Easement
Hezekiah Williams League, Abstract No. 56
Jefferson County, Texas

BEING a 0.0339 acre exclusive water line easement situated in the Hezekiah Williams League, Abstract No. 56, Jefferson County, Texas and being out of and part of that certain called 1.9464 acre tract of land as described in a "Special Warranty Deed" from Hillebrandt Development to Potomac Beaumont LZB, L.P. as recorded in Clerk's File No. 2015020499, Official Public Records of Real Property, Jefferson County, Texas, said 0.0339 acre exclusive water line easement being more particularly described as follows:

NOTE: All bearings are referenced to the East line of that certain called 1.7625 acre tract of land as recorded in Clerk's File No. 2002026197, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 00°39'17" EAST.

COMMENCING at a 5/8" iron rod with a cap stamped "Mark W. Whiteley & Associates" found for the Southeast corner of the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, said corner also being in the West right-of-way line of Dowlen Road, (based on a width of 100');

THENCE NORTH 00°39'15" WEST, along and with the West right-of-way line of Dowlen Road, for a distance of 74.14 feet to a point for corner and the **POINT OF BEGINNING** of the easement herein described;

THENCE SOUTH 89°20'45" WEST, over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 147.70 feet to a point for corner;

THENCE NORTH 00°39'15" WEST, continuing over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 10.00 feet to a point for corner;

THENCE NORTH 89°20'45" EAST, continuing over and across the said 1.9464 acre Potomac Beaumont LZB, L.P. tract, for a distance of 147.70 feet to a point for corner, said point being in the West right-of-way line of Dowlen Road;

THENCE SOUTH 00°39'15" EAST, along and with the West right-of-way line of Dowlen Road, for a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0339 Acres, more or less.

Easement prepared based on a survey performed by Mark W. Whiteley and Associates dated March 2, 2015. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "D").

Thomas S. Rowe, RPLS No. 5728
W: 2015 15-399 15-399 Water Line Easement 0339m&b.doc

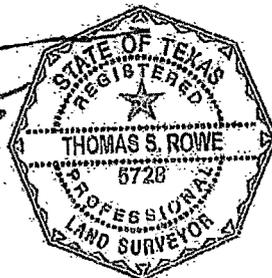


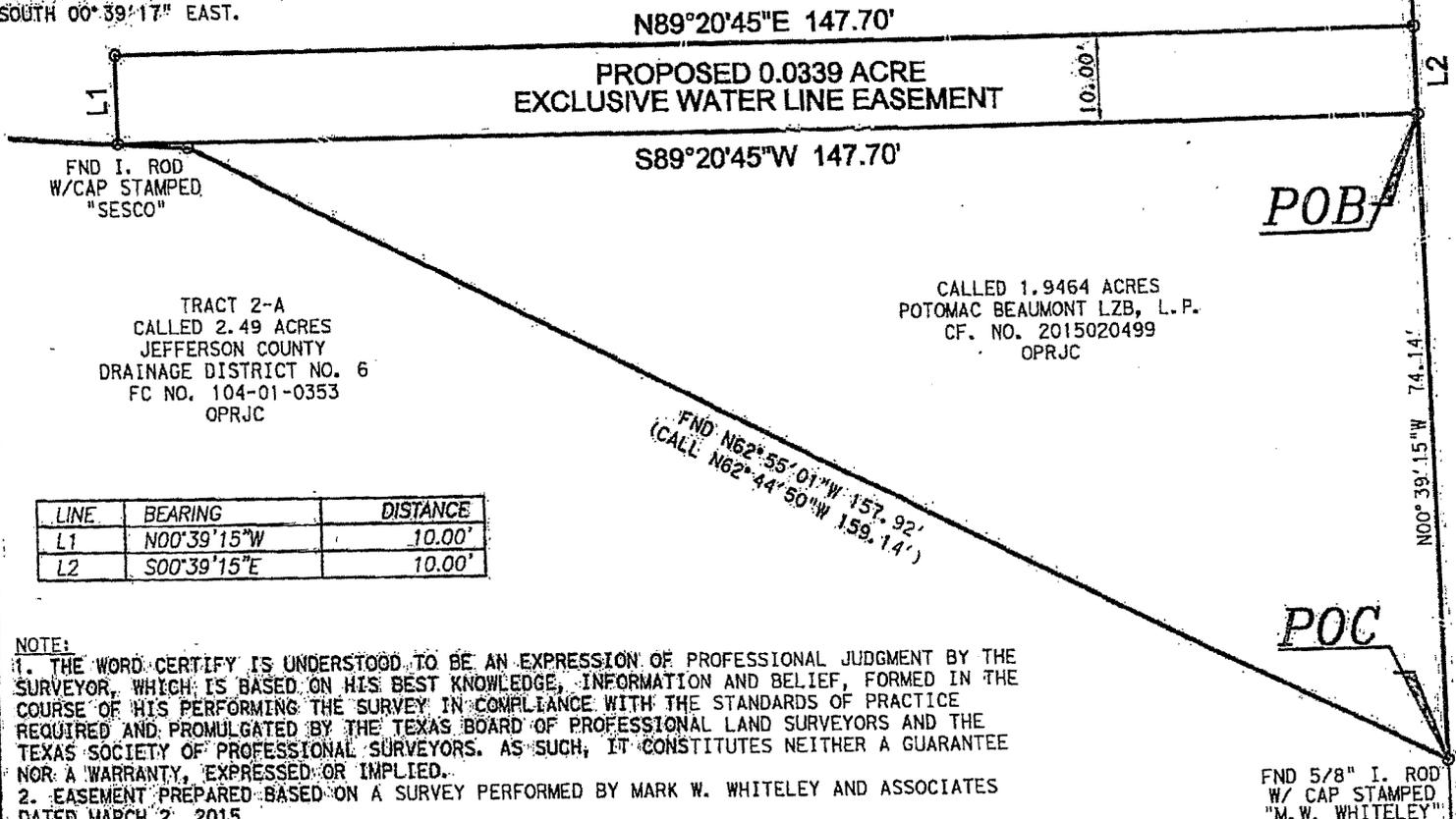
EXHIBIT "C"
Page 1 of 1

MARK W. WHITELEY AND ASSOCIATES, INC.

EXHIBIT "3"

NOTE:

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THAT CERTAIN CALLED 1.7625 ACRE TRACT OF LAND AS RECORDED IN CLERK'S FILE NO. 2002026197, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS AS SOUTH 00°39'17" EAST.



FND I. ROD
W/CAP STAMPED
"SESCO"

TRACT 2-A
CALLED 2.49 ACRES
JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6
FC NO. 104-01-0353
OPRJC

CALLED 1.9464 ACRES
POTOMAC BEAUMONT LZB, L.P.
CF. NO. 2015020499
OPRJC

LINE	BEARING	DISTANCE
L1	N00°39'15"W	10.00'
L2	S00°39'15"E	10.00'

FND N62°55'01"W 157.92'
(CALL N62°44'50"W 159.14')

N00°39'15"W 74.14'

DOWLEN ROAD
(100' R.O.W.)



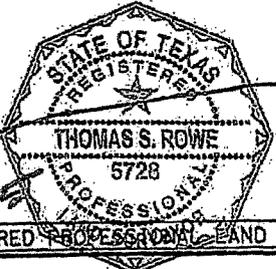
NOTE:

1. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
2. EASEMENT PREPARED BASED ON A SURVEY PERFORMED BY MARK W. WHITELEY AND ASSOCIATES DATED MARCH 2, 2015.

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

Thomas S. Rowe
9/1/15



THOMAS S. ROWE - REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728

FND 5/8" I. ROD
W/ CAP STAMPED
"M.W. WHITELEY"

EXHIBIT "D"
REFER TO EXHIBIT "C"
FOR LEGAL DESCRIPTION

LA-Z-BOY FURNITURE GALLERY		
DR BY: SAW	SCALE: 1"=20'	SHEET No.: 2
VER. ACAD 2015	FILE: WA201515-398A	REV. 0
JOB NO. 14-286	14-398 Historic Easement.dwg	
MARK W. WHITELEY AND ASSOCIATES INCORPORATED CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS Texas Registered Engineering Exam P-2883		
P. O. BOX 5402 BEAUMONT, TEXAS 77706-5402 409-692-0421		3220 EASTWICK HWY. BEAUMONT, TEXAS 77703 (FAX) 409-692-1348

0.0339 ACRE
EXCLUSIVE WATER
LINE EASEMENT
HEZEKIAH WILLIAMS
LEAGUE
ABSTRACT NO. 56
JEFFERSON COUNTY
TEXAS



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager or his designee to reenter into a Cooperative Working Agreement with the Rape and Suicide Crisis Center of Southeast Texas, Inc.

JPS

BACKGROUND
 Since 2009, we have been in a cooperative working agreement with the Rape and Suicide Crisis Center of Southeast Texas. This agreement is a collaboration between several agencies to provide a continuous service as needed for sexual assault survivors and other victims of crime.

FUNDING SOURCE
 Not Applicable.

RECOMMENDATION
 Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager or his designee be and they are hereby authorized to execute a Cooperative Working Agreement between the Beaumont Police Department and Rape and Suicide Crisis Center of Southeast Texas, Inc. for the collaboration between several agencies to provide a continuum of service as needed for sexual assault survivors and other victims of crime. Said Memorandum of 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 10th day of November, 2015.

- Mayor Becky Ames -

Cooperative Working Agreement 2015-2017

This working agreement is recognized as a cooperative collaboration between each agency listed below. The purpose is to provide a continuum of services as needed for sexual assault survivors and other victims of crime. The signature of each agency's representatives acknowledges proof of cooperation.

The District Attorney's Office of Jefferson, Orange, Tyler, and Hardin Counties individually agree to:

- Designate a liaison to serve on the Sexual Assault Response Team (SART) and to serve as the agency's contact person;
- Use Sexual Assault Nurse Examiners (SANEs) as witnesses during a sexual assault trial;
- Provide reasonable notification of upcoming trials to the SANE who will be called to testify;
- Meet with the SANE prior to a trial to review the case; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

The Crime Victim's Assistance Centers of Jefferson, Orange and Hardin County agree to:

- Refer sexual assault patients to the **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Demonstrate an average of 60 minutes response time from the time the call is received to time advocate arrives in the emergency department, on scene, or at location with victim;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends, as requested;
- Maintain communication and contact with involved agencies, including, but not limited to law enforcement, County or District courts, Justice of the Peace, the Texas Department of Family and Protective Services, and the Garth House.
- Refer victims/survivors to nearest appropriate agencies for additional services as needed.

The Jefferson, Orange, Tyler, and Hardin County Sheriffs Offices & Police Departments of Beaumont, Groves, Nederland, Port Arthur, Vidor, Orange, Bridge City, and Port Neches individually agree to:

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault patients to the **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Follow established protocol to notify SANE team that a sexual assault survivor is being transported;
- Provide a case or incident report number;
- Receive forensic evidence that has been collected from the survivor and/or perpetrator;
- Follow law enforcement established protocol regarding evidence collection and storage; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

Rape & Suicide Crisis of Southeast Texas, Inc. agrees to:

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer sexual assault survivors at **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team**, as appropriate;
- Demonstrate an average 60 minute response time from time call is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication and contact with SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

The Garth House agrees to:

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE Team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE Team** as appropriate;
- Demonstrate an average 60 minute response time from time is received to time advocate arrives in the emergency department;
- Follow established protocols with **CHRISTUS St. Elizabeth Hospital, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas** for advocates in the examining room;
- Be available for survivors of all ages, their family members and friends;
- Maintain communication with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

The Texas Department of Family and Protective Services (CPS/APS) agrees to:

- Designate a liaison for the SART to contact;
- Refer child survivors of sexual assault to **CHRISTUS St. Elizabeth Hospital SANE team, Child Abuse & Forensic Services, Baptist Hospital of Southeast Texas Beaumont or the Medical Center of Southeast Texas SANE team** as appropriate;
- Contact Court Appointed Special Advocates liaison if child is in foster care system;
- Maintain communications and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Assault Task Force Meeting.

Child Abuse & Forensic Services agrees to:

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- SANEs will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;

- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings

The Sane Team of CHRISTUS Hospital Agrees to:

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify Rape & Suicide Crisis of Southeast Texas, Inc. that a survivor is being transported/has arrived;
- Demonstrate an average sixty (60) minute response from the time of call received to time SANE arrives in Emergency Department;
- If a child survivor has Court Appointed Special Advocate CHRISTUS Hospital agrees to notify Court Appointed Special Advocates of child arrival;
- Provide Rape & Suicide Crisis of Southeast Texas, Inc. the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- CHRISTUS Hospital will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

Court Appointed Special Advocates agree to:

- Designate a liaison for the Southeast Texas Sexual Assault Task Force to contact.
- Demonstrate a thirty-minute response from time of call received to time advocate arrives in emergency room. (Call is to liaison.)
- Follow established protocol regarding SBTX Sexual Assault Task Force for advocates in the examining room.
- Be available for survivor's ages 0-17 who are already in the custody of CPS and CASA is already appointed by the courts.
- The advocate arrives as soon as possible and assists the victim throughout the medical and police procedures.
- With the advocate present to provide support, the forensic examiner and police will briefly confer to coordinate their questioning and reduce repetition.
- Advocate will remain in the room to provide support during the exam as well, at the discretion of the patient.
- The advocate will make arrangements to contact the victim for follow-up support, and legal advocacy.

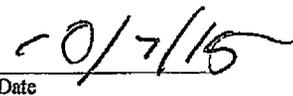
Medical Center of Southeast Texas

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has a court appointed special advocate Medical Center of Southeast Texas agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Medical Center of Southeast Texas will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

Baptist Hospital of Southeast Texas Beaumont

- Designate a liaison to serve on the SART and to serve as the agency's contact person;
- Notify **Rape & Suicide Crisis of Southeast Texas, Inc.** that a survivor is being transported/has arrived;
- If a child survivor has court appointed special advocate Baptist Hospital of Southeast Texas Beaumont agrees to notify Court Appointed Special Advocates of child arrival;
- Provide **Rape & Suicide Crisis of Southeast Texas, Inc.** the opportunity to establish a relationship with the survivor(s), if survivor agrees. This includes survivors of all ages, their family members, and friends;
- Provide consistency in the sexual assault examination of survivors;
- Provide consistency in the evidence collection from perpetrators;
- Have sexual assault evidence collection kit available;
- Baptist Hospital of Southeast Texas Beaumont will provide a copy of evidence collection and/or all other documentation pertaining to sexual assault exam to law enforcement agency;
- Maintain chain of forensic evidence and hand off to law enforcement agent;
- Properly prepare for upcoming hearings;
- Meet with District Attorney to review the case;
- Maintain contact with the District Attorney's office;
- Notify the District Attorney's office of address and/or telephone number changes; and
- Maintain communication and contact with the SART and other involved agencies, including regular participation at the Southeast Texas Sexual Assault Task Force meetings.

Cooperative Working Agreement
Signature Page

Cheryl Williams, Executive Director Date
Rape & Suicide Crisis of S.E. Texas

Jimmy Singletary, Chief of Police
Beaumont Police Department

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider a resolution approving a payment of dues to the South East Texas Regional Planning Commission (SETRPC) in the amount of \$43,233.92 for Fiscal Year 2016.

BACKGROUND

The SETRPC was established in June of 1970 under enabling legislation as a voluntary association of local governments. Its purpose is to encourage and permit local governments to join and cooperate with one another to improve the health and safety of their citizens, to plan for future development and transportation efforts, and to recognize the needs of agriculture, business and industry, among other things.

The City of Beaumont supports the SETRPC and the community projects they perform. Some of the programs these dues will fund are the Criminal Justice Program; the Area Agency on Aging (AAA) Program; the Homeless Coalition; the Foster Grandparents Program (FGP); and the Retired Senior Volunteer Program (RSVP).

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of the resolution.

**South East Texas Regional Planning Commission
2210 Eastex Freeway
Beaumont, Texas 77703-4929**

(409) 899-8444

October 20, 2015

INVOICE

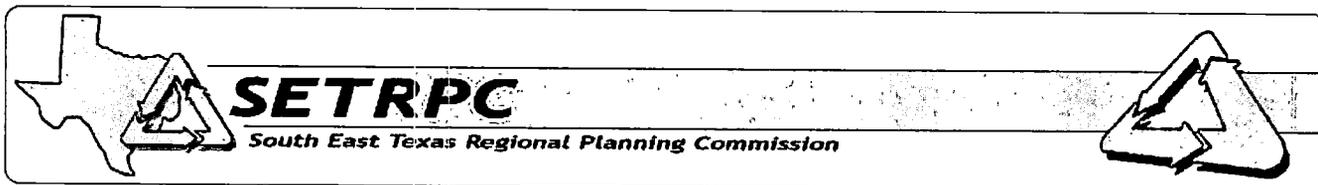
City of Beaumont
P O Box 3827
Beaumont, Texas 77704

FY 2016 SETRPC MEMBERSHIP DUES

SETRPC Dues	\$14,195.52
Criminal Justice Programs	\$ 1,874.34
AAA Program	\$10,903.02
Homeless Coalition	\$ 9,298.56
FGP Program	\$ 2,661.28
RSVP Program	<u>\$ 4,301.20</u>
Total Invoice	<u>\$43,233.92</u>

THANK YOU

PLEASE RETURN YELLOW COPY WITH PAYMENT



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Criminal Justice Program

The Public Safety Division serves as liaison between local agencies and the Office of the Governor's Criminal Justice Division (CJD). The CJD provides funding opportunities to local governments, non-profit organizations, school districts and other applicable agencies through the following sources:



- Criminal Justice Planning Fund (Fund 421)
- Juvenile Justice and Delinquency Prevention Act Fund
- Safe and Drug-Free Schools and Communities Act Fund
- Texas Narcotic Control Program
- Victims of Crime Act Fund
- Violence Against Women Act Fund
- Crime Stoppers Assistance Fund; and
- Juvenile Accountability Incentive Block Grant Fund

Once an application is submitted to the Governor's Office and processed, it is reviewed, scored and prioritized by the SETRPC's Criminal Justice Advisory Committee (CJAC). The CJAC consists of up to twenty members from multiple disciplines within Hardin, Jefferson and Orange counties. These scores are then submitted to the Governor's Office via a priority list where final funding decisions and awards are made to individual applicants.

Each year, three community planning groups convene to identify (1) needs, (2) gaps in service, and (3) existing resources in the SETRPC Region to which grant funds might be applied.

Types of local projects currently funded are:

- prevention*
- diversion*
- law enforcement*
- probation*
- prosecution*
- victim services, and*
- regional training*

The Public Safety Division also provides technical assistance to both public and non-profit criminal justice agencies in the Southeast Texas region that are seeking state and federal grant funding. Technical assistance includes research, proofreading, clarification of funding category requirements as well as guidance where required procedures for application submittals are

concerned. SETRPC also administers the following three grant programs funded with Office of the Governor's CJD funds:

Regional Police Academy

SETRPC contracts with the Lamar Institute of Technology to provide basic and advanced law enforcement training in the Southeast Texas area. Funds are also available to area law enforcement officers in the form of out-of-region training scholarships. This allows for tuition and travel assistance to officers that require specialized training outside of our local service area.

Regional Juvenile Alternatives

SETRPC contracts with juvenile probation departments within Hardin, Jefferson and Orange counties to assist with the high costs of providing services to juveniles referred to them. Funds are used to purchase services such as residential placements, psychological examinations/evaluations, counseling sessions, medical/dental services and/or transportation expenditures.

Training for Juvenile Personnel

SETRPC offers reimbursement for travel/training expenses incurred by personnel within the three-county region who deal with juvenile justice system referrals. Funds are also used to contract with outside training providers. Generally, personnel who receive services are probation officers, detention officers and law enforcement officers.

For applications and/or further information on criminal justice funding sources, go to Office of the Governor .

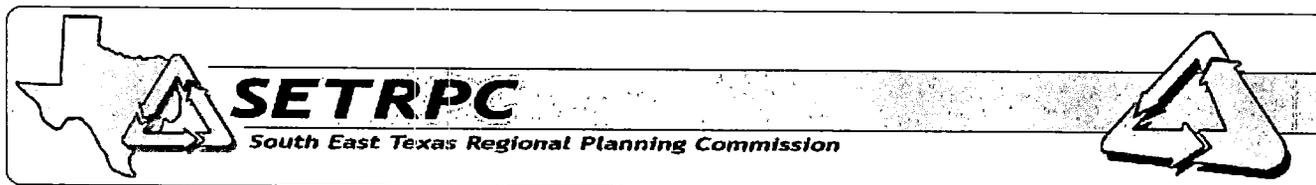
Additional Resource Links:

For questions and/or comments concerning this program, please contact:

Shanna Burke
Public Safety Division, Director
2210 Eastex Freeway
Beaumont, TX 77703
Phone: (409) 899-8444, extension 144
Fax: (409) 347-0138
Email: sburke@setrpc.org

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RSS Newsfeed



Area Agency on Aging

Mission Statement

The Southeast Texas Regional Planning Commission Area Agency on Aging is responsible, under Title III of the Older Americans Act, for the development and implementation of a comprehensive and coordinated service system to: Secure and maintain maximum independence and dignity in a home environment for older individuals capable of self care with appropriate supportive services; Remove individual and social barriers to economic and personal independence for older individuals; and Provide a continuum of care for the vulnerable elderly.



Departments and Services

Benefits Counseling

? Helps you understand the benefits available if you receive Medicare, Medicaid, Social Security benefits, and insurance coverage.

Care Coordination

? Provides assistance in securing temporary, non-medical services such as personal care, home-delivered meals, caregiver relief, home maker/light housekeeping, health maintenance and emergency response devices.

Long-Term Care Ombudsman Program

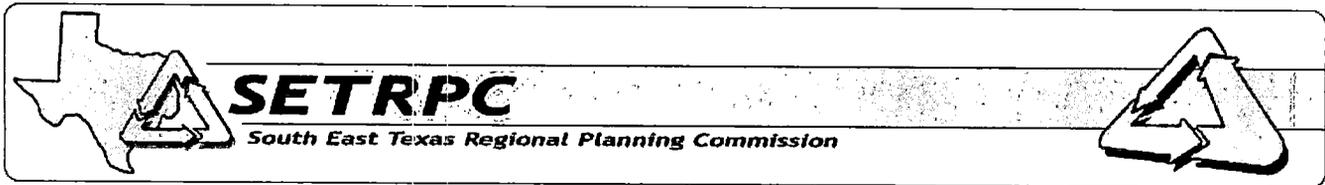
? Provides trained, certified volunteers to protect and promote awareness of residents' rights in long-term care facilities.

The Area Agency on Aging of Southeast Texas is located at:

2210 Eastex Freeway
 Beaumont, TX 77703
 (409) 899-8444

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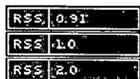
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SETRPC

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South East Texas Coalition for the Homeless Program (SETCH)

The SETCH Program is a consensus driven, collaborative dedicated to ending homelessness in Hardin, Jefferson and Orange counties. The coalition is comprised of local, state, federal, faith-based, non-profit organizations and local businesses. Since its January 2000 inception, the Coalition has worked to identify gaps in existing services, and assist organizations in the development of resources to fill those needs thereby assuring a full continuum of care for homeless persons.

The Coalition meets monthly. Please contact us to be included in our email distribution list if you are interested in attending.

For meeting location and times and/or any questions concerning the SETCH Program, you may contact:

Madelyn Niscavits at mniscavits@setrpc.org or at (409)899-8444 ext 6371

or

Pamela Lewis at plewis@setrpc.org or at (409)899-8444 ext 7506

In accordance with the Continuum of Care Program interim rule, each Continuum of Care is required by the U.S. Department of HUD to post all parts of the Continuum of Care (CoC) Consolidated Application on its website. The Consolidated Application includes projects submitted to HUD for funding, priority listings, and ranking order. The CoC Program request for funding is a competitive process in which the local CoC competes with continuums across the county. In compliance with the CoC Interim Rule, Beaumont/Port Arthur/Southeast Texas (TX-703) Continuum of Care has attached the following components of its annual Continuum of Care Program grant application for review. Please forward any questions or concerns to: mniscavits@setrpc.org

2013 Continuum of Care Consolidated Application

- 2013 CoC Exhibit 1
- 2013 CoC Program Priority Listings_Rankings
- 2013 TX-703 Consistency with the Consolidate Plan

2012 Renewal Project Application Submissions

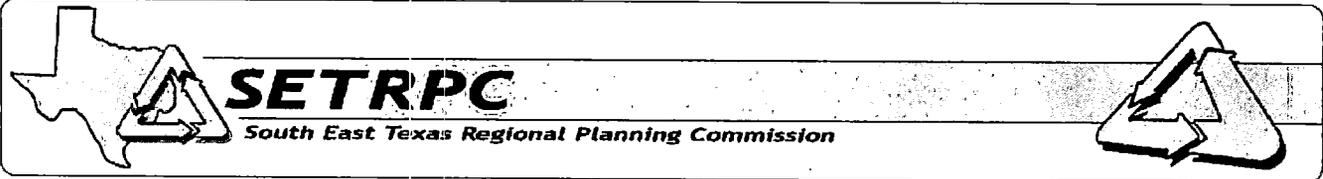
- Some Other Place
- Family Services
- Neighborhood Development Corporation
- Port Cities Rescue Mission
- Data Online Network (HMIS)
- City of Beaumont_Triangle AIDS Network
- Buckner Children & Family

2012 New Project Application Submissions

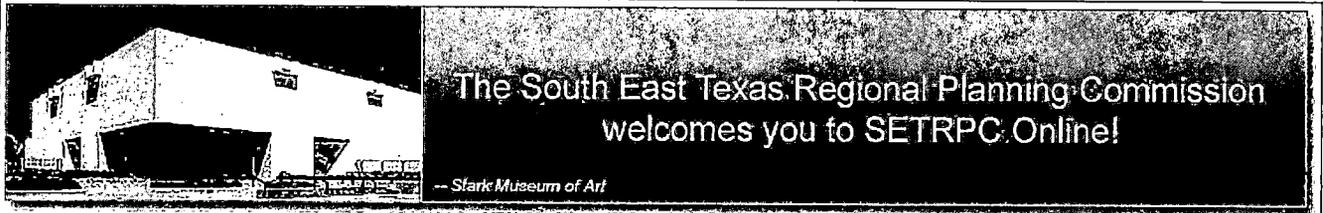
- Spindletop Center
- HMIS
- Buckner Children & Family 2
- CoC Planning Project

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Foster Grandparent Program



The South East Texas Foster Grandparent Program provides meaningful volunteer opportunities for income-eligible persons, age 55 or over, to establish supportive one-on-one mentoring relationships with youth in local juvenile probation, prison, hospitals, schools and child-care facilities, and Head-Start programs.

The fostering of these relationships has assisted in answering the goals set forth by numerous agencies to break the cycle of drug abuse, crime, and other problems experienced by a growing sector of today's youth. At the same time, the foster grandparents participate as vital members of society by sharing their wisdom, convictions, and experience.

Nationally, we are celebrating 50 years of service

Locally, we are celebrating 26 years of service

95 older adults are serving as mentors and tutors

Our volunteers are serving 44 sites

We serve Hardin, Jefferson and Orange counties

Foster grandparents receive a non-taxable stipend of \$2.65 an hour

We have provided Southeast Texas with 824,346 hours of service since 1989



To find out more on becoming a Foster Grandparent volunteer, simply **Click Here**.

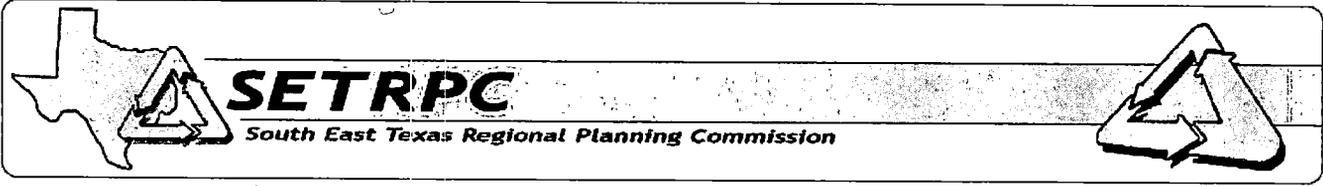
Foster Grandparents

"Sharing Today, Shaping Tomorrow."

Come and join us!

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You have spent a lifetime developing skills and talents, building knowledge and abilities. Now you can utilize your talents and knowledge doing something you will love - volunteering! Members of the Golden Triangle RSVP donate their time and skills to any non-profit or government agency of their choice within the RSVP Volunteer Station Network. With approximately 50 organizations to choose from in Hardin, Jefferson or Orange County, the RSVP staff can help you find the perfect volunteer match. Choose volunteer activities that suit your interests and fit into your lifestyle.



VOLUNTEER OPPORTUNITIES INCLUDE:

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RSVP invites you to join today and start a whole new life experience.

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RSVP...Offers Special Benefits for Volunteer Service

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RESOLUTION NO.

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

THAT the City Council hereby approves the payment of fiscal year 2016 dues to the South East Texas Regional Planning Commission (SETRPC) in the amount of \$43,233.92.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS NOVEMBER 10, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition – 1) Creative Development Services, LLC representing the Texas Turnpike Corporation related to the SH 105 Toll Project
2) BUILD, Inc., Beaumont Main Street
- * Public Comment: Persons may speak on scheduled agenda items 1-8/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider an ordinance amending Article 2.02, (Boards, Commissions, and Committees) of the Code of Ordinances relating to City Council appointments to various boards, commissions, and committees
2. Consider an ordinance amending Chapter 28 of the Zoning Ordinances, specifically, Section 28.02.006 – Planning Commission and Section 28.02.007 – Historic Landmark Commission
3. Consider amending Section 20.03.003 of the Code of Ordinances related to the speed limit on IH-10 from South US-69 to the western city limits of Beaumont
4. Consider authorizing the City Manager to execute an Industrial District Agreement with Martin Operating Partnership, LP
5. Consider authorizing the City Manager to execute an Industrial District Contract with Lucite International, Inc.
6. Consider a resolution approving the award of an annual contract to Servicewear Apparel, Inc., of Nashville, TN for City work uniforms, for use by all City departments other than Police, Fire and EMS
7. Consider a resolution approving an agreement with Government Payment Services, Inc. (GPS) for processing payments for cash bail and fines after arrest
8. Consider granting a new solid waste transportation service agreement to Industrial Transportation Waste LLC

PUBLIC HEARING

- * Receive comments related to the proposed FY 2015 Federal Transit Administration (FTA) grant application

- 9. Consider a resolution authorizing the City Manager to submit a grant application and execute a contract with the Federal Transit Administration (FTA) to receive Operating Assistance funds for the Beaumont Municipal Transit System

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.

November 10, 2015

Consider an ordinance amending Article 2.02, (Boards, Commissions, and Committees) of the Code of Ordinances relating to City Council appointments to various boards, commissions, and committees

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider an ordinance amending Article 2.02, (Boards, Commissions, and Committees) of the Code of Ordinances relating to City Council appointments to various boards, commissions, and committees.

BACKGROUND

On October 27, 2015 the City Council held a work-session to discuss appointments to various city boards, commissions, and committees. During that work-session, the City Council agreed to the following changes:

- All members of boards, commissions, and committees will serve without compensation.
- All members of boards, commissions, and committees shall be subject to removal at the will and pleasure of the Beaumont City Council.
- All members serving on boards created under Article 2.02 will be on two (2) year, non-overlapping terms, with all terms expiring on September 30 of odd numbered years.
- The Planning and Zoning Commission will be removed, in its entirety, from article 2.02 and will exist solely under article 28.02.006 of the Code of Ordinances.
- The Drug Free Beaumont Commission and the Keep Beaumont Beautiful Commission will be abolished and removed from the Code of Ordinances.
- The attendance requirement has been removed from the Police Department Community Advisory Committee.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.02, SECTION 2.02.001, SUBSECTION 2.02.001(a); ADDING NEW SUBSECTIONS 2.02.001(d) AND 2.02.001(e); REPEALING SECTIONS 2.02.031, 2.02.032, AND 2.02.033; AMENDING SECTION 2.02.061; AMENDING SECTION 2.02.091; REPEALING SECTION 2.02.121; AMENDING SUBSECTION 2.02.151(a); AMENDING SECTION 2.02.181; REPEALING SECTIONS 2.02.211, 2.02.212, AND 2.02.213; AMENDING SUBSECTIONS 2.02.241(b) AND 2.02.271(a); AMENDING SECTIONS 2.02.291 AND 2.02.292 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS TO MAKE CHANGES AND ADDITONS RELATING TO CITY COUNCIL APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 2, Article 2.02, Section 2.02.001, Subsection 2.02.001(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.001 Establishment; membership; appointment, term and qualifications of members

(a) City boards and commissions and their duties and responsibilities shall be established by ordinance. The size of the membership of the board shall be determined by the city council and, to the extent not conflicting with existing ordinances, members of boards and commissions shall be appointed for two-year terms, unless otherwise specified. Boards and commissions shall contain an odd number of members with each councilmember having an equal number of nominations to the committee except that the mayor may nominate one additional member. Appointments shall be by the city council for two-year terms effective October 1 of odd numbered years. Appointments made to fill vacancies will expire September 30 of odd numbered years.

Section 2.

THAT Chapter 2, Article 2.02, Section 2.02.001, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by adding Subsections 2.02.001(d) and 2.02.001(e) to read as follows:

Sec. 2.02.001 Establishment; membership; appointment, term and qualifications of members

(d) All members of boards, committee and commissions shall serve without compensation.

(e) All members of boards, committee and commissions shall be subject to removal at the will and pleasure of the city council.

Section 3.

THAT Chapter 2, Article 2.02 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Sections 2.02.031, Sec. 2.02.032, and 2.02.033.

Section 4.

THAT Chapter 2, Article 2.02, Section 2.02.061 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.061 Established

There is hereby established a community development advisory committee to be composed of fifteen (15) members who are resident citizens of the city. The members of the community development advisory committee shall be appointed by the city council for two-year terms, expiring on September 30 of odd numbered years. The mayor shall appoint three (3) members and each councilmember shall appoint two (2). The city council shall name one of the members as chairman and one as vice-chairman. Vacancies shall be filled by the city council for the unexpired term.

Section 5.

THAT Chapter 2, Article 2.02, Section 2.02.091 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Section 2.02.091 Established

There is hereby created a small business revolving loan fund board composed of nine (9) members who are resident citizens and voters of the city. The board shall consist of at least one member from local financial institutions, at least one member from the entrepreneurial studies program at Lamar University, two (2) members from small and minority business or community organizations, two (2) members from the citizens advisory committee of the community development block grant program, the city finance officer, and two (2) members at large. The terms shall be for two (2) years, expiring on September 30 of the odd numbered years. The board shall elect from its membership officers and committee chairs, as necessary. The board's duties, among others, shall be to review requests for small business revolving loans and to approve loan packages under the program. The board shall report to the city council as requested concerning the effectiveness of the program and advise the city council concerning potential improvements to the structure and procedures of the program. The city manager is hereby authorized to take all necessary action including litigation to collect delinquent accounts resulting from loans made from the small business revolving loan fund.

Section 6.

THAT Chapter 2, Article 2.02, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Section 2.02.121.

Section 7.

THAT Chapter 2, Article 2.02, Section 2.02.151, Subsection 2.02.151(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.151 Established

(a) Composition; terms; vacancies; compensation. There is hereby created a convention and tourism advisory board to be composed of sixteen (16) members who are resident citizens and qualified voters of the city. The members of the convention and tourism advisory board shall be appointed by the city council from the following occupational specialties or agencies as well as from the community at large:

- (1) Hotel/motel;
- (2) Restaurant;
- (3) Museum-attraction;
- (4) Travel;
- (5) Advertising;
- (6) Media;
- (7) Chamber of commerce; and
- (8) Lamar University.

The term of the office of each member of the convention and tourism advisory board shall be for two (2) years, expiring on September 30 of odd numbered years or until a successor is appointed. Vacancies shall be filled by the city council for the unexpired term.

Section 8.

THAT Chapter 2, Article 2.02, Section 2.02.181 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.181 Established; membership

There is hereby created a library commission which shall be composed of nine (9) members who are resident citizens and qualified voters of this city. The members of the library commission shall be appointed by the city council for two (2) years, expiring on September 30 of odd numbered years, or until a successor is appointed. The city council shall name one of the commissioners as chairman and one as vice-chairman. Vacancies shall be filled by the city council for the unexpired term.

Section 9.

THAT Chapter 2, Article 2.02, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Sections 2.02.211, 2.02.212 and 2.02.213.

Section 10.

THAT Chapter 2, Article 2.02, Section 2.02.241, Subsection 2.02.241(b) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.241 Established

(b) Such committee shall consist of eight (8) members composed of the city veterinarian, the director of health, the animal control supervisor, a representative from the city police department, one (1) representative from an animal welfare organization, and three (3) residents-at-large as recommended by the chief of police, all of whom shall be appointed for two-year terms, expiring on September 30 of odd numbered years.

Section 11.

THAT Chapter 2, Article 2.02, Section 2.02.271, Subsection 2.02.271(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.271 Established

(a) There is hereby created a parks and recreation advisory committee to be composed of fourteen (14) members who are resident citizens and qualified voters of the city. The members of the parks and recreation advisory committee shall be appointed by the city council. The term of office of each member of the parks and recreation advisory committee shall be for two (2) years, expiring on September 30 of odd numbered years, or until a successor is appointed. The city council shall name one (1) of the members of the parks and recreation advisory committee as chairman for two (2) years. Vacancies shall be filled by the council for the unexpired term.

Section 12.

THAT Chapter 2, Article 2.02, Section 2.02.291 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.291 Established

There is hereby established a police community advisory committee to be composed of fifteen (15) members. The members shall be appointed by the city council for two-year terms, expiring on September 30 of odd numbered years. The mayor shall name one of the members as chairperson and one person as vice-chairperson. Vacancies on the committee shall be filled by city council for unexpired terms. Due to the nature of the committee, each nominee will be subject to a background inquiry.

Section 13.

THAT Chapter 2, Article 2.02, Section 2.02.292 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 2.02.292 Mission statement; requirements; attendance

The mission of the committee shall be to enhance citizen understanding, communication, and cooperation between the police department and the community. The committee shall act in an advisory capacity to the chief of police. Nominees will be required to attend the Citizens Police Academy, participate in a ride-along with a patrol officer, and attend monthly committee meetings.

Section 14.

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

Section 15.

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

Section 16.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

November 10, 2015

Consider an ordinance amending Chapter 28 of the Zoning Ordinances, specifically, Section 28.02.006 – Planning Commission and Section 28.02.007 – Historic Landmark Commission

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider an ordinance amending Chapter 28 of the Zoning Ordinances, specifically, section 28.02.006 – Planning commission and section 28.02.007 – Historic landmark commission.

BACKGROUND

On October 27, 2015 the City Council held a work-session to discuss appointments to various city boards, commissions, and committees. During that work-session, the City Council agreed to the following changes to the Planning commission and Historic landmark commission:

- Members of both the Planning commission and the Historic landmark commission will serve without compensation.
- Members of both the Planning commission and the Historic landmark commission shall be subject to removal at the will and pleasure of the Beaumont City Council.
- Members of both the Planning commission and the Historic landmark commission will serve two (2) year, non-overlapping terms, with all terms expiring on September 30 of odd numbered years.
- The size of the Historic landmark commission will be reduced from twelve (12) to nine (9) members.
- The number of community at large appointments on the Historic landmark commission will be reduced from six (6) to three (3) members.
- The number of members necessary to constitute a quorum on the Historic landmark commission will be reduced from seven (7) to five (5) members.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28, ARTICLE 28.02, SECTION 28.02.006, SUBSECTIONS 28.02.006(a) AND 28.02.007(a) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS TO MAKE CHANGES AND ADDITIONS RELATING TO THE PLANNING COMMISSION AND HISTORIC LANDMARK COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 28, Article 28.02, Section 28.02.006, Subsection 28.02.006(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 28.02.006 Planning commission

(a) Creation. The planning commission, created in accordance with Article XVII, Section 24, of the City Charter, shall have the duties and responsibilities of the zoning commission provided for in V.T.C.A. Local Government Code, section 211.007.

(1) The planning commission shall consist of nine (9) members and three (3) alternate members who are resident citizens and qualified voters of the city. The alternate members shall serve in the absence of a regular member in the conducting of commission business. The members of the planning commission shall be appointed by the city council for two (2) year terms, expiring on September 30 of odd numbered years, or until a successor is appointed. The three alternate members shall be appointed by the mayor subject to approval of the city council for two (2) year terms, expiring on September 30 of odd numbered years, or until a successor is appointed. Vacancies shall be filled for the unexpired term of any member whose position becomes vacant for any cause in the same manner as the original appointment was made. The members of the planning commission existing on the effective date of this chapter shall continue to serve as members of the commission until the terms for which they were originally appointed expire.

(2) Members of the planning commission shall serve without compensation.

(3) Members of the planning commission shall be subject to removal at the will and pleasure of the City Council.

Section 2.

THAT Chapter 28, Article 28.02, Section 28.02.007, Subsection 28.02.007(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 28.02.007 Historic landmark commission

(a) Creation of historic landmark commission. For the purpose of recommending historic-cultural landmark preservation designations and districts and for the purpose of approving or making recommendations on the construction, alteration, reconstruction, demolition, or relocation of buildings and structures on sites located within HC-L and HC-D zones, Historic-Cultural Landmark Preservation designation, there is hereby created a historic landmark commission. The historic landmark commission shall be composed and appointed as follows:

(1) The historic landmark commission shall consist of nine (9) members appointed by the city council, including the following:

- (A) One member shall be a member of the city planning commission.
- (B) One member shall be a licensed architect.
- (C) One member shall be a licensed attorney.
- (D) One member shall be a professional historian.
- (E) One member shall be a member of the Beaumont Heritage Society.
- (F) One member shall be a member of the Jefferson County Historical commission.
- (G) Three (3) members shall be appointed from the community at large.

All members shall have knowledge and experience of the architectural, archaeological, cultural, social, economic, ethnic and political history of Beaumont.

(2) The members of the historic landmark commission shall be appointed for a term of two (2) years, expiring on September 30 of odd numbered years. Vacancies shall be filled for the remainder of the unexpired term of any member whose place becomes vacant for any cause.

(3) Members of the historic landmark commission shall serve without compensation.

(4) Members of the historic landmark commission shall be subject to removal at the will and pleasure of the City Council.

(5) Operational procedures shall be established by the historic landmark commission as follows:

(A) The historic landmark commission shall adopt rules to govern its proceedings; provided that its rules are not in conflict with this chapter, other ordinances of the city, or laws of the state.

(B) The city council shall select from the membership of the commission a chairman and vice-chairman of the commission.

(C) The director of planning of the city shall serve as secretary for the commission and shall be responsible for taking minutes of the commission's proceedings and filing them in the office of the city clerk.

(D) The historic landmark commission shall meet on a monthly basis at an agreed-upon specified time and place. Special meetings shall be called by the commission chairman or by three (3) commission members.

(E) Five (5) members shall constitute a quorum, and all issues shall be decided by a simple majority vote of the members present and voting.

(F) Notices of commission meetings shall be governed by V.T.C.A. Government Code, chapter 551 (Open Meetings Law), all meetings shall be open to the public, and minutes shall be kept of all commission proceedings.

(G) All historic landmark commission public hearings on applications for certificates of appropriateness for exterior changes and on requests for the approval of demolitions or removals shall be noticed and advertised once by publication in a newspaper stating time, date and place of public hearing thereon at least seven (7) days prior to the date on which the public hearing is held.

Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any

reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 4.

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

Section 5.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

November 10, 2015

Consider amending Section 20.03.003 of the Code of Ordinances related to the speed limit on IH-10 from South US-69 to the western city limits of Beaumont

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider an ordinance amending Title I Chapter 20 Section 20.03.003 of the Code of Ordinances that will establish the speed limit on one (1) section of IH-10.

BACKGROUND

The Texas Department of Transportation (TxDOT) performed a traffic survey of IH-10 from South US-69 to the western city limits of Beaumont on September 1, 2015. On September 23, 2015 TxDOT provided the City with their findings and a Speed Zone Strip Map detailing their recommendation to reduce the speed limit on the east bound and west bound main lanes of this section of IH-10 from 75mph to 65mph.

Administration and TxDOT propose the speed limit and speed zone boundary for this section of IH-10 be amended under the schedule of Chapter 20 Section 20.03.003 of the Code of Ordinances to read as follows:

<u>Street</u>	<u>Limits of Zone</u>	<u>Dir. of Travel</u>	<u>Speed</u>
Interstate 10 (East Bound Main Lane)	(a) From the MP 14.370 to the MP 17.845	East and West	65

<u>Street</u>	<u>Limits of Zone</u>	<u>Dir. of Travel</u>	<u>Speed</u>
Interstate 10 (West Bound Main Lane)	(a) From the MP 14.370 to the MP 18.647	East and West	65

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of resolution.



Texas Department of Transportation

8350 Eastex Freeway ★ Beaumont, Texas 77708

KH

September 23, 2015

Control: 739-02
Highway: IH10 East Bound and West Bound Main Lanes, in the City of Beaumont
County: Jefferson

The Honorable Becky Ames
Mayor, City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704-3827

Dear Mayor Ames:

We have prepared and attached for your review a proposed Speed Zone Strip Map to reduce the speed zones on IH10 in the city of Beaumont, E.B.M.L and W.B.M.L. from South US 69 to the West Beaumont City Limits. Attached are two (2) copies of the new Speed Zone Strip Map.

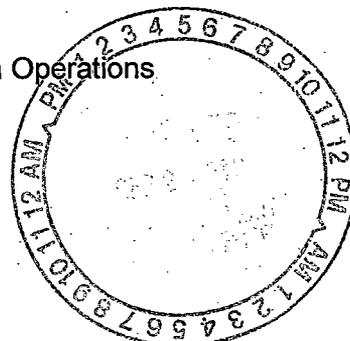
Should you concur with the attached Speed Zone Strip Map, please request the City Council to execute an Ordinance. It is important that a record of the survey date of the Speed Zone Strip Map be made in the proposed Ordinance. The survey date is the only means of identifying this Speed Zone Strip Map from maps that may be made in the future. Once passed, please forward TxDOT a copy of the ordinance with an original City Secretary's seal affixed.

The city ordinance must to include the Date of Survey shown on the map, which is September 1, 2015 for reference. One copy of the map should be kept by the city. The second map needs to be returned along with a signed copy of the new Ordinance.

If you have any questions, please contact Ted Clay at (409) 896-0266.

Sincerely,

Cory W. Taylor, P.E.
Director of Transportation Operations

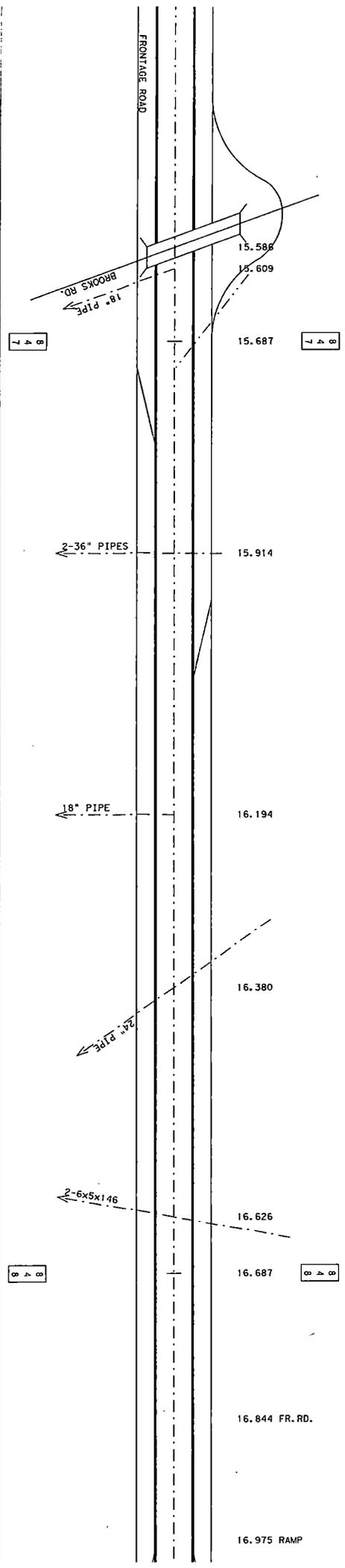


DATED MAP 09/18/2015 - PB

FEED ZONE

WOED SHOULDER

65 M. P. H.
3.475 MI.



4.277 MI.
65 M. P. H.

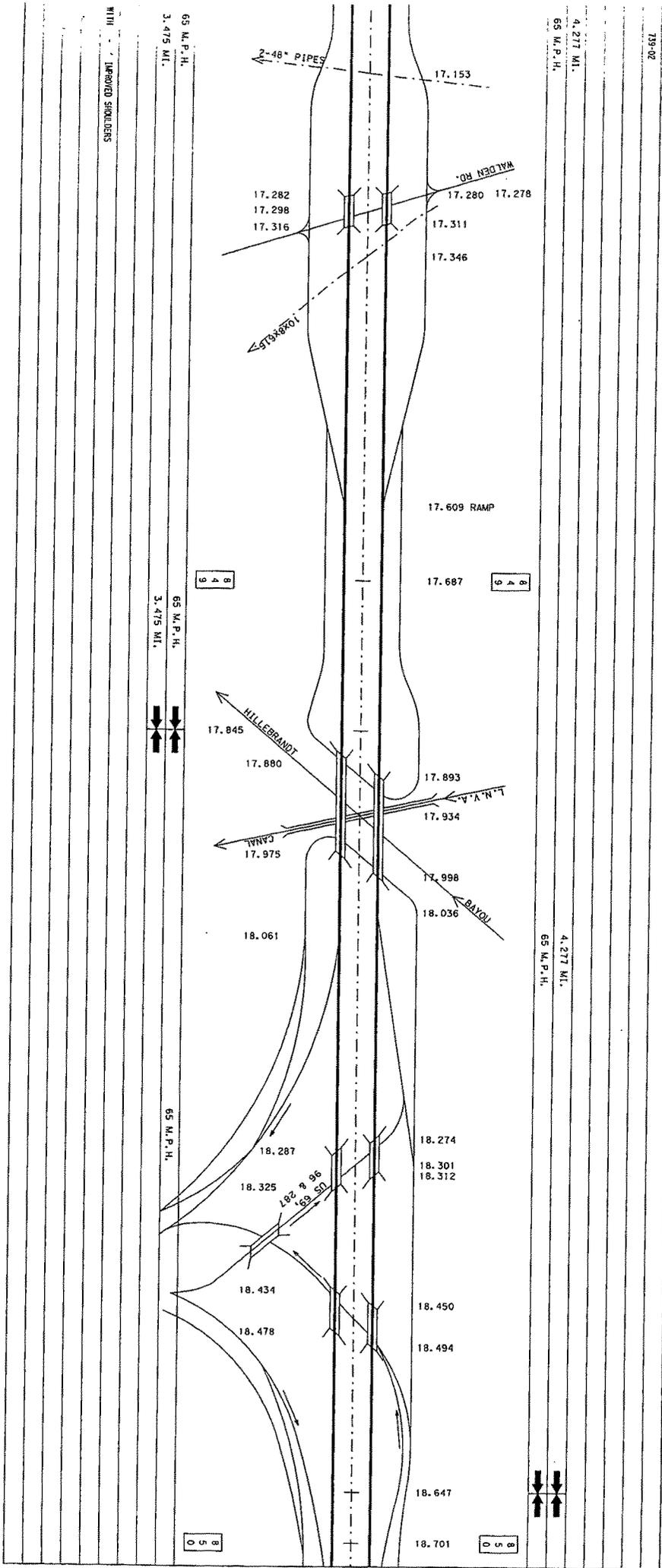
65 M.P.H.
3.475 MI.

65 M.P.H.
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65 M.P.H.
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65 M.P.H.
3.475 MI.

WITH IMPROVED SHOULDERS



2-48" PIPES

17.153

WALDEN RD.

17.282
17.298
17.316

17.280 17.278
17.311

17.346

17.609 RAMP

17.687

17.845
17.880

HILLEBRANDT
CANAL

17.893
17.934

17.998
18.036
BAYOU

18.061

18.274
18.301
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96 & 237
DS 69

65 M.P.H.
3.475 MI.

65 M.P.H.
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65 M.P.H.
3.475 MI.

65 M.P.H.
3.475 MI.



ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 20, SECTION 20.03.003 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS BY CHANGING AND ADDING SPEED LIMITS AND SPEED ZONE BOUNDARIES TO THE SCHEDULE FOR ONE (1) SECTION OF IH-10; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 20, Section 20.03.003 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by changing and adding speed limits and speed zone boundaries to the Schedule for one (1) section of IH-10 to read as follows:

<u>Street</u>	<u>Limits of Zones</u>	<u>Dir. of Travel</u>	<u>Speed In Miles Per Hour</u>	
			<u>Max.</u>	<u>Min.</u>
Interstate 10 (east bound main lane)	From the MP 14.370 to the MP 17.845	East	65	
Interstate 10 (west bound main lane)	From the MP 14.370 to the MP 18.647	West	65	

Section 2.

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

Section 3.

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

Section 4.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

November 10, 2015

Consider authorizing the City Manager to execute an Industrial District Agreement with Martin Operating Partnership, LP



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Agreement with Martin Operating Partnership, LP.

BACKGROUND

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

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

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment for Martin Operating Partnership, LP is \$385,000.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Martin Operating Partnership, LP, of Kilgore, Texas. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas (hereinafter called "City") and Martin Operating Partnership L.P., its parent, subsidiaries, and affiliates, (hereinafter called "Company").

PREAMBLE

WHEREAS, the City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of the City, such industrial district being known as the City of Beaumont Industrial District, a map of which is attached as Exhibit A;

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

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

WHEREAS, the Company and the City desire to base the industrial district payment on assessed value to ensure equity among the companies.

{00021578v.2}

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Contract, the Company will pay the City a certain sum of money, which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's lands located within the City of Beaumont Industrial District (hereinafter the "Properties").

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

3. The term "assumed City taxes due" shall be calculated by the following formula:

Assumed City Taxes Due:

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

4. Payment Procedures

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

(a) The payment for 2016 shall be due and payable on or before February 1, 2016 and calculated as follows:

Assumed City Taxes Due:

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

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

Each October thereafter, the Chief Financial Officer of the City shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Properties, having taxable situs within the City of Beaumont Industrial District; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment.

If the assessed values for the period required are in question and/or under litigation with the Jefferson County Appraisal District, payment shall be computed on the most recent certified values from the Jefferson County Appraisal District. The Company shall notify the City following resolution of the appraised value question and an adjustment for the payment, without interest, will be made within thirty (30) days following such resolution.

(b) After the assessed value of the Properties has been determined, the payments due hereunder shall be calculated in accordance with the following schedule:

The 2017 and 2018 payments shall be 80% of assumed City taxes due.

The 2019 - 2022 payments shall be 75% of assumed City taxes.

(c) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay to City the amount billed on or before February 1 each year. Invoices will be sent to Martin Operating Partnership L.P. for the Properties. Upon receiving the final payment, the Chief Financial Officer shall issue an official receipt of said City

acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

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

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale of any or all of Company's facilities to any person or entity. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to the City as provided under this Agreement. Accordingly and as to payments due under this contract no such sale shall reduce the amount due the City under this contract until the purchaser of such facility has entered into a contract in lieu of taxes with the City that provides for a continuation of like payments to the City.

ARTICLE IV

CITY'S OBLIGATIONS

1. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of the Properties for the period of the agreement except as follows:

(a) If the City determines that annexation of all or any part of the Properties is reasonably necessary to promote and protect the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with State law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1 of said year.

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

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

conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Properties; provided, however, City agrees to furnish fire protection to the Properties should such protection be requested by Company in the event an unusual emergency situation occurs. The City will also provide police protection if called upon by the Jefferson County Sheriff's Department for assistance.

ARTICLE IV

TERMINATION OF BREACH

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

ARTICLE V

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016,

and ending on December 31, 2022.

ARTICLE VI

NOTICES

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

TO CITY

City Manager
City of Beaumont
801 Main
Beaumont, Texas 77704

TO COMPANY

Martin Operating Partnership L.P.
P. O. Box 191
Kilgore, Texas 75663

ARTICLE VII

CONTINUATION

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

(The remainder of this page has been intentionally left blank)

IN WITNESS THEREOF, this Agreement, consisting of 8 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

MARTIN OPERATING PARTNERSHIP L.P.
By: Martin Operating GP LLC, its general partner
By: Martin Midstream Partners L.P., its sole member
By: Martin Midstream GP LLC, its general partner

By: _____
Robert D. Bondurant
Executive Vice President and CFO

ATTEST:

Chris Booth
Secretary

EXHIBIT A
(Map of City of Beaumont Industrial District)

November 10, 2015

Consider authorizing the City Manager to execute an Industrial District Contract with Lucite International, Inc.

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Lucite International, Inc.

BACKGROUND

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

The City currently has a contract with Lucite International, Inc., that will expire December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. The payments for 2017 and 2018 are subject to a floor and ceiling of 10% of the prior year payment and 2019 through 2022 are subject a floor and ceiling of 7%. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment for Lucite International is \$349,300.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Industrial District Contract with Lucite International, Inc., of Nederland, Texas. The contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "CITY," and Lucite International, Inc., its parent, subsidiaries and affiliates, hereinafter called "COMPANY."

PREAMBLE

WHEREAS, Company leases land and owns improvements which are a part of the manufacturing, industrial, and refining facilities of said Company. The City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of the City, such industrial district being known as the City of Beaumont Industrial District.

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

WHEREAS, the Company and the City desire to base the industrial district payment on assessed value to ensure equity among the companies.

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

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

2. By the term "Assessed Value" is meant the 100% valuation of the Lucite International, Inc. taxable properties, as determined by the Jefferson County Appraisal District for the previous tax year. "Assessed value" does not include (and such value shall be excluded from the provisions of this Agreement) the value, in whole or in part, of any property owned by Company, whether real, personal or mixed, which would not be subject to ad valorem taxation by the City pursuant to any current or future local, state or federal law, (whether by reason of exemption, exclusion, allocation, abatement or otherwise) if such property were located within the taxing jurisdiction of City. It is the intent of the parties to this Agreement that only the value of that property owned by Company which would otherwise be taxable by City if the property were located within the taxing jurisdiction of City is to be included in the calculation of payments to be made under this Agreement.

3. The term "assumed City taxes due" shall be calculated by the following formula:

Assumed City Taxes Due:

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

4. Payment Procedures

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

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

The 2016 payment is calculated as follows:

Assumed City Taxes Due:

Assessed Value / 100 X Current City Tax Rate = Assumed City Tax Due

Year 1 80% of Assumed City Taxes Due = Payment Due

Each October, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment. This assessed value less exclusions as described in Article 10 shall be used in the calculation of the payment.

If the assessed values for the period required are in question and/or under litigation with the Jefferson County Appraisal District, payment shall be computed on the most recent certified values from the Jefferson County Appraisal District. The Company shall notify the City following resolution of the appraised value question and if the final resolution reduces the value of the Company's properties, the Company's liability hereunder shall be recalculated based on the final determination of value and City shall, within 30 days following such resolution refund

to Company the difference between the amount actually paid hereunder and the amount for which Company is determined to be liable, together with interest thereon from the date of tender of payment by Company to the date of payment by City of such refund at the rate specified in Section 42.43 of the Texas Property Tax Code for interest on tax refunds. Should such final resolution increase the value of Company's properties, the Company's liabilities shall be recalculated based on the final determination of value and Company shall pay within 30 days following such resolution the increased amount due to the City under their agreement plus interest from the date such payment should have been made to City under their contract. Interest shall be calculated in accordance with the tax code provisions for interest as calculated in Section 42.43 of the Texas Property Tax Code.

(b) After the assessed value of the Company's properties has been determined, the value of the property shall be calculated in accordance with the following schedule:

The 2017 and 2018 payments shall be 80% of assumed City taxes due, except such payment shall not exceed or be less than the previous year's payment by more than 10%.

The 2019 thru 2022 payments shall be 75% of assumed City taxes due, except the payment shall not exceed or be less than the previous year's payment by more than 7%.

(c) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay to City such amount billed on or before February 1 each year or within 30 days of the delivery of such bill, whichever is later. Upon receiving the final payment, the Finance Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If any annual payment is not made

on or before any due date, the same penalties, interest, reasonable attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not made timely and Company fails to cure by making the payment due within thirty (30) days of written notice by the City, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured for the year in which the payment was not timely made and paid to the City within 60 days after written notice by the City as set out herein that the payment is delinquent.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

This instrument will reflect the intention of the parties hereto that this instrument shall govern and affect the properties of Company (facilities, real, personal, and mixed) located on Company's real property as shown on records of the Jefferson County Appraisal District, which are within the extra-territorial jurisdiction of the City of Beaumont. It is the intent of the parties to this Agreement that only the value of that property owned by Company which would otherwise be taxable by the City if the property were located within the taxing jurisdiction of City is to be included in the calculation of payments made under the Agreement.

ARTICLE III

SALE BY COMPANY

(a) Sale by Company. Company shall notify City of any sale of any or all of Company's facilities to any person or entity. As to payments due under this Agreement, no such sale shall reduce the amount due the City under this Agreement until the purchaser of such facility has either assumed the Company's obligation under this Agreement or entered into a written

agreement with the City assuming all obligations of Company in this Agreement. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to the City under this Agreement.

(b) Assignment. Company shall have the right to assign, transfer or convey all, or any part of its rights, title and interest in this Agreement in connection with any transfer or conveyance of title to all or any part of the properties subject to this Agreement to any person or entity at any time during the term of this Agreement; provided, however, that Company shall provide City with written notice of such assignment. Company shall be relieved of its obligations under this Agreement to the extent that an assignee expressly assumes Company's obligations in a written instrument binding such assignee to the City. Subject to the preceding, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ARTICLE IV

CITY'S OBLIGATIONS

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

(a) If the City determines that annexation of all or any part of the properties covered by this Agreement belonging to said Company is reasonably necessary to promote and protect the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with State law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for

any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1st of said year.

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

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

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

4. Should Company's properties be finally annexed by another City, this Agreement shall terminate at the end of the year in which such annexation occurs.

ARTICLE V

TERMINATION

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

ARTICLE VI

AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "affiliates" and to any properties owned or acquired by said affiliates within the area owned by Company, and where reference is made herein to land, property and improvements owned by Company that shall also include land, property and improvements owned by its affiliates. The word "affiliates" as used herein shall mean all companies with respect to which Company directly or indirectly, through one or more intermediaries at the time in question, owns or has the

power to exercise the control over fifty percent (50%) or more of the stock having the right to vote for the election of directors.

ARTICLE VII

TERM OF AGREEMENT

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

ARTICLE VIII

NOTICES

Any notice provided for in this Contract, or which may otherwise be required by law shall be given in writing to the parties hereto at the addresses set forth below by certified mail, return receipt requested, and shall be deemed to have been duly served and received on the earlier of actual receipt or the second business day after the mailing thereof.

TO CITY

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

With copy to:

Chief Financial Officer
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

TO COMPANY

Plant Manager
Lucite International, Inc.
6350 N. Twin City Hwy
Nederland, Texas 77627

Tax Manager
Lucite International, Inc.
7275 Goodlett Farms Prkwy
Cordova, Tennessee 38016

ARTICLE IX

EXCLUSIONS

1. In determining the assessed value of the Company facilities there is to be excluded therefrom the value of any new plant facilities, replacement, modernization or additions that significantly increase the assessed value of Company's properties. "Significantly increase" shall be defined as an increase in assessed value of fifty percent (50%) or more above the prior year's assessed value of Company's properties excluding land. Any number of projects (whether new construction, replacement, modernization or additions) may be added together to determine whether they aggregate a significant increase in the assessed value of Company's properties so long as construction of each project begins within a single twelve (12) month period. This exclusion will be restricted to include only a new and distinct processing facility, replacement, modernization of or additions to present facilities, and shall not include the maintenance, reconditioning, upgrading, refurbishing or repairing of existing process facilities. The intent of this exclusion is to encourage major new capital investment within the extraterritorial environs of the City. Determination of qualifications for this exclusion shall be made by the City Manager upon petition by Company and presentation of all pertinent data.

Company shall notify the City Manager of its intention to claim an exclusion at least one hundred twenty (120) days prior to the end of the calendar year prior to the year in which the exclusion will take place. Subject to the upper and lower limitations on payments set out in Article I 4 (b) hereof Company agrees that to whatever extent that the non-excluded plant's assessed value on realty improvements is reduced for whatever reason (excepting from fire, explosion, or other casualty or accident or from any natural disaster), an equivalent amount

(dollar for dollar) of assessed value on realty improvements of the excluded facilities shall be deemed for the purposes of this agreement to lose its exclusion for the current year and accordingly shall be deemed to be included in the non-excluded plant's total assessed value and payments shall be calculated and made by Company thereon to City for the subsequent year, however, in no event shall the offset exceed the fair market value of the realty improvements that would otherwise be excluded. Company agrees to provide the City Manager with all the information necessary for the City Manager to determine whether the expenditure by the Company is qualified for exclusion.

The exclusion shall commence the first calendar year following the completion of construction and it shall be in the amount of 100% for the first, second and third years, 75% of value for the fourth and fifth years, and 50% of value for the sixth and seventh years. The exclusions provided by this Article shall survive the term of this Agreement and shall be included in any subsequent Industrial District Agreement between the parties or in an abatement agreement should the Company's property be annexed. It is the parties' intentions that any increases in value qualifying for exclusion should receive the benefits of exclusion for the full seven years after the completion of construction regardless of the number of years remaining in the term of this Agreement.

2. In determining the assessed value of the Company's facilities, there is also to be excluded therefrom the value of incomplete construction also known as construction in progress. This exclusion applies to new and distinct plant facilities, replacements, modernization of or additions to present facilities as specified in item (1) above, regardless of whether such will significantly increase the assessed values of Companies properties.

3. If a question arises relating to the exclusion amount, payment shall be made based on the last certified assessed value, without the questioned exclusion. An adjustment to the payment, if any, shall be made following resolution of the question. The determination concerning whether a capital expenditure by Company is qualified for exclusion hereunder shall be made by the City Manager. Any appeal of the decision of the City Manager shall be made in writing to the City Council within fifteen (15) days of the decision of the Manager. The decision of the City Council shall be final.

ARTICLE X

CONTINUATION

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

IN WITNESS THEREOF, this Agreement, consisting of 13 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

LUCITE INTERNATIONAL, INC.

By: _____

ATTEST:

November 10, 2015

Consider a resolution approving the award of an annual contract to Servicewear Apparel, Inc., of Nashville, TN for City work uniforms, for use by all City departments other than Police, Fire and EMS

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider a resolution approving the award of an annual contract to Servicewear Apparel, Inc., of Nashville, TN in the estimated amount of \$135,000 for City work uniforms, for use by all City departments other than Police, Fire and EMS.

BACKGROUND

City employee work uniforms include men's and women's pants and shirts, as well as other items such as jackets, coveralls, and caps when appropriate. Currently, approximately 500-600 civilian employees are issued three (3) to five (5) sets of uniforms each year. Individual City departments determine the number of uniforms issued to each employee.

Servicewear Apparel, Inc., is a member of the U.S. Communities Government Purchasing Alliance, (U.S. Communities), a national cooperative purchasing association. U.S. Communities provides cities and political subdivisions with the means to purchase materials and equipment at volume pricing. U.S. Communities complies with State of Texas procurement statutes.

FUNDING SOURCE

User departments' operating budgets.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Council hereby approves the award of a contract for City work uniforms for use by all City departments other than Police, Fire and EMS to Servicewear Apparel, Inc, of Nashville, Tennessee, in the estimated amount of \$135,000 through the U.S. Communities Government Purchasing Alliance (U.S. Communities), a national cooperative purchasing association.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

November 10, 2015

Consider a resolution approving an agreement with Government Payment Services, Inc. (GPS) for processing payments for cash bail and fines after arrest

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council consider a resolution approving an agreement with Government Payment Services, Inc. (GPS) for processing payments for cash bail and fines after arrest.

BACKGROUND

In a work session held on September 29, 2015, Staff discussed the change that the Jefferson County Sheriff's Office had made whereby the jail would no longer accept payments on behalf of the City for a defendant to be released. Effective October 1, 2015, Municipal Court began accepting payments and issuing releases seven days per week. This has been an interim measure until another solution could be identified that would be more convenient and efficient for all parties involved.

GovPayNet by Government Payments Services, Inc. (GPS) specializes in processing credit, debit, and prepaid debit card payments for cash bail and fines to government agencies, on behalf of defendants. The company was founded by a former Sheriff in 1997. GovPayNet is provided at no cost to the City; instead, a service fee is assessed to the defendant on each cash bail and fine paid. All major credit cards are accepted and payments can be made online or by phone 24/7/365. Telephone payments are taken by live agents and bilingual agents are also available. GovPayNet takes direct responsibility for any and all chargebacks, Payment Card Industry (PCI) Security compliance, and compliance with card rules. When a payment is made, a Transaction Payment Confirmation is sent to the jail and serves as the release for the defendant. 911 Dispatch staff will temporarily put a hold on the warrant until the next business day upon receiving the same confirmation of payment from GovPayNet. The service fee paid by the defendant for a cash bail payment is 7% while the service fee for fines and fees is 3.5% via the internet or 5% via telephone with minimums of \$3.50 and \$5.00, respectively. Upon approval, GovPayNet should be implemented in 20 to 30 days. The agreement is attached for review.

Jefferson County has agreed to allow bondsman to post surety bonds on behalf of the defendants because it does not require monies to be exchanged. The transaction is between the defendant and the bondsman and the defendant is released based on the bond document.

GovPayNet
November 10, 2015
Page 2

In conclusion, a defendant will be able to be released from jail by posting a cash bond or by paying the fine in full using GovPayNet or through a surety bond posted by a bondsman. There will no longer be a need for Municipal Court to be staffed seven days per week. A report recapping the collections taken in October 2015 is attached.

FUNDING SOURCE

No cost to the city.

RECOMMENDATION

Approval of the resolution.

TOTAL JAIL COLLECTIONS AT MUNICIPAL COURT FOR MONTH OF OCTOBER 2015

FINES PAID DURING BUSINESS HOURS	14
CASH BONDS DURING BUSINESS HOURS	15
SURETY BONDS DURING BUSINESS HOURS	3
ALL ACTIVITY DURING BUSINESS HOURS	32

FINES PAID AFTER HOURS	20
CASH BONDS AFTER HOURS	17
SURETY BONDS AFTER HOURS	14
ALL ACTIVITY AFTER HOURS	51

FINES PAID ON SATURDAY CALL OUT	2
CASH BONDS ON SATURDAY CALL OUT	4
SURETY BONDS ON SATURDAY CALL OUT	1
ALL ACTIVITY ON SATURDAY CALL OUT	7

TOTAL NUMBER OF ALL COLLECTIONS	90
NUMBER OF DAYS	31
AVERAGE PER 24 HOUR PERIOD	3

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 Participation Agreement, substantially in the form attached hereto as Exhibit "A," between Government Payment Services, Inc. (GPS), of Indianapolis, Indiana, and the City of Beaumont for processing payments for cash bail and fines after arrest.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -

PARTICIPATION AGREEMENT

Participant: City of Beaumont 801 Main Street Suite 320 Beaumont, TX 77701 Main Voice Phone: (409) 980-7273	Government Payment Service, Inc. ("GPS") 7102 Lakeview Parkway West Drive Indianapolis, Indiana 46268 Phone: (866) 564-0169 Facsimile: (888) 665-4755 Email: accountservices@govpaynet.com
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1. Services. The above Participant authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days' advance written notice. Service fees are as described in Attachment "A" to this Agreement.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback 12 months after their authorization date.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.

5.1. IF PARTICIPANT IS A BAIL BONDSMAN: Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS**

DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9.1. FOR PURPOSES OF SERVICE CHANGES: Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or

equipment modes (from among Internet, telephone, Internet and telephone, *GovSwipe*[®], etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

10. GovSwipe. GPS will provide Participants who select *GovSwipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *GovSwipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *GovSwipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and

networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

11. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Texas.

CITY OF BEAUMONT

Laura Clark, CPA
Chief Financial Officer

Date

A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

12. Completeness and Execution. This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

GOVERNMENT PAYMENT SERVICE, INC.

Mark E. MacKenzie
President & Chief Executive Officer

Date



ATTACHMENT "A" – SERVICE FEES
GPS Agree. No. 4241 TX-City of Beaumont, 2015Oct29

Service Fee Schedule for Bail Payments	
Service Fee for Payments via Web/Gov\$wipe® <i>(Service Fee Schedule #97)</i>	Service Fee for Payments via Call Center/Live Agent <i>(Service Fee Schedule #98)</i>
7.0%	7.0%

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe® <i>(Service Fee Schedule #99)</i>	Service Fee for Payments via Call Center/Live Agent <i>(Service Fee Schedule #100)</i>
3.5% <i>Minimum Fee = \$3.50</i>	5.0% <i>Minimum Fee = \$5.00</i>

All Service Fees Are Non-Refundable



November 10, 2015

Consider granting a new solid waste transportation service agreement to Industrial Transportation Waste LLC

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 10, 2015

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

BACKGROUND

On November 2, 2015, Industrial Transportation Waste LLC (ITW) sent a letter to the City indicating that ITW bought out Enviro Waste Solutions (EWS). EWS has a solid waste franchise agreement with the City of Beaumont but due to the merger in corporate structure ITW is required to obtain a franchise agreement with the City in the name of ITW. According to City Ordinance 22.05.101, no person shall engage in the business of collecting, hauling or transporting, in the city, any garbage, waste or refuse, without first having obtained a franchise from the City. Seven (7) entities currently have nonexclusive franchise agreements with the City and are doing business in this area. ITW has requested that the City Council grant the company such franchise agreement. ITW serves southeast Texas with its corporate office located at 2300 Hwy 365, Suite 400, Nederland, Texas.

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

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

This is the first reading.

FUNDING SOURCE

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

RECOMMENDATION

Approval of resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A FRANCHISE FOR
SOLID WASTE COLLECTION AND TRANSPORTATION
SERVICES TO INDUSTRIAL TRANSPORTATION WASTE LLC.

WHEREAS, Industrial Transportation Waste LLC (the "Company") has requested a franchise to operate a solid waste collection and transportation service within the City of Beaumont, Texas (the "City"); and,

WHEREAS, the City desires to grant such franchise;

NOW, THEREFORE, BE IT ORDAINED BY THE
CITY OF BEAUMONT:

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

Section 1.

Grant of Authority

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

Section 2.

Term of Franchise

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

Section 3.

Rates

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

Section 4.

Franchise Fee

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

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

Section 5.

Indemnity, Insurance and Bond

The Company shall at all times during the effective period of this franchise, carry liability insurance as provided herein. The Company covenants and agrees at all times to indemnify and save harmless the City, its officers, agents, employees, and any

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

The Company agrees to carry insurance as follows:

- 1) Workers' Compensation
The Company shall furnish the City Clerk a certificate of insurance indicating workers' compensation coverage as required by the State of Texas.

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

3) General Liability

The Company shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars (\$100,00.00) per occurrence for property damage. The policy shall name the City as named insured and provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise and maintained in force during the term of the franchise.

Section 6.

Compliance with Laws and Ordinances

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

Section 7.

Service Standard and Equipment

The Company shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. All vehicles, containers, and equipment used for the collection and transportation of solid waste shall be constructed, operated and maintained to prevent loss of liquid or solid waste material and to minimize health and safety hazards to solid waste management personnel and the public. Such vehicles, containers, and equipment used shall be maintained in a clean, sanitary condition and free from odors at all times. All vehicles and equipment shall comply with federal, state, and local regulations. Collection vehicles and all bulk,

commercial, and roll-off type containers shall be painted and numbered and shall have the Company's name and telephone number painted in letters of a contrasting color. Such containers may not be placed on any street or right-of-way within the City. All collections shall be made directly from the premises of the customer and any emptied containers returned directly to such premises.

Section 8.

Providing Services

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

Section 9.

Office

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

Section 10.

Interruption of Service

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

Section 11.

Termination

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

Section 12.

Transfer of Franchise Rights

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

Section 13.

Notices

Where written notices are provided for in this ordinance, same shall be sufficient to notify Company when provided by certified mail to the address furnished by Company to City. Notice to City is sufficient if mailed by certified mail to City Manager, P.O. Box 3827, Beaumont, Texas 77704.

Section 14.

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

Section 15.

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

Section 16.

Vehicle Permits

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

Failure to comply with this provision or to falsify the information concerning the location of the service of the vehicle shall be a material breach of this franchise. Should City decide not to terminate this franchise because of any violation of this Section,

Company's disposal fee at City's landfill shall be doubled for all of Company's vehicles for a period of sixty (60) days.

PASSED BY THE CITY COUNCIL of the City of Beaumont on first reading this the 10th day of November, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont on second reading this the ____ day of _____, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont on final reading this the ____ day of _____, 2015.

- Mayor Becky Ames -

ACCEPTANCE:

Industrial Transportation Waste LLC

By: _____
(Company Owner/Representative)

PUBLIC HEARING

- * Receive comments related to the proposed FY 2015 Federal Transit Administration (FTA) grant application

November 10, 2015

Consider a resolution authorizing the City Manager to submit a grant application and execute a contract with the Federal Transit Administration (FTA) to receive Operating Assistance funds for the Beaumont Municipal Transit System

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: *CB*
Chris Boone, Planning & Community Development Director

MEETING DATE: November 10, 2015

REQUESTED ACTION: Council conduct a public hearing to consider a resolution authorizing the City Manager to submit a grant application and execute a contract with the Federal Transit Administration (FTA) to receive Operating Assistance funds for the Beaumont Municipal Transit System.

BACKGROUND

Beaumont Municipal Transit has prepared a grant application for FY 2015 FTA funds. The grant will help fund the labor, fringe benefits, parts and supplies, purchased services, utilities, insurance, licenses, and all other miscellaneous expenses needed for the operation and maintenance of the Beaumont Municipal Transit (BMT) System in FY 2015, the period from October 1, 2014 through September 30, 2015.

FUNDING SOURCE

The grant will pay up to 50% of the net operating deficit.

Source	Amount
FTA Grant	\$2,021,901
City Share	\$2,268,092
State	\$367,187
Fare Box	\$540,000
Total:	\$5,197,180

RECOMMENDATION

Approval of the resolution.



Beaumont Municipal Transit System

BMT

550 Milam Street
Beaumont, Texas 77701
409/835-7895
409/832-3609 fax

DATE: October 20, 2015

TO: Chris Boone, Community Development Director

FROM: Bill Munson, GM, BMT

SUBJECT: Public Hearing on FY 2015 FTA Operating Assistance Grant Application

Please put the attached Public Hearing on the Beaumont City Council agenda for November 3, 2015 at the regularly scheduled meeting. The Public Hearing Notice will be published in the October 29, 2015 edition of The Examiner.

PUBLIC NOTICE

The City of Beaumont/Beaumont Municipal Transit (BMT) is considering applying for a grant from the Federal Transit Administration (FTA) for expenses incurred in FY2015.

The grant will be for operating assistance (5307 funding) for the Beaumont Municipal Transit System for up to one-half of the net operating deficit for FY 2015, the period between October 1, 2014 through September 30, 2015. Operating assistance will cover all expenses related to the operation and maintenance of the transit system to include labor, fringe benefits, fuel, tires, bus parts, lubricants, other materials and supplies, insurance, utilities, purchased services, taxes and licenses, and any other miscellaneous expenses. A breakdown of the operating assistance project follows:

<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Fares</u>	<u>Total</u>
Operating Assistance	\$2,021,901	\$367,187	\$2,268,092	\$540,000	\$5,197,180

A Public Hearing will be held on November 3, 2015 at 1:00 pm at the City Council Chambers at City Hall, 801 Main Street, Beaumont, Texas, 77704.

The Public Hearing will offer an opportunity for interested persons, agencies, and private transportation providers to comment on the proposal. The hearing will also afford the opportunity for interested persons to be heard on the social, economic, and environmental aspects of the proposal.

Prior to the hearing, additional information may be requested and/or written comments may be submitted to:

William J. Munson
General Manager
Beaumont Municipal Transit
550 Milam Street
Beaumont, Texas 77701
(409)835-7895

In addition, the proposed grant application data may be viewed prior to the Public Hearing by the public at the Beaumont Municipal Transit Office at 550 Milam Street, Beaumont, Texas, 77701, during normal business hours of 8:00 am until 4:30 pm on weekdays.

The above proposed Program of Projects for the three grants will become final unless amended by the City Council. The final approved grant application data for all three grants will be available for public review at the Beaumont Municipal Transit Office at 550 Milam Street, Beaumont, Texas, 77701, or a copy can be requested by calling (409)835-7895.

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 submit a grant application and execute a contract with the Federal Transit Administration (FTA) to receive an Operating Assistance Grant in the amount of \$2,021,901 for the Beaumont Municipal Transit System; and,

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.

- Mayor Becky Ames -