



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS DECEMBER 9, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – December 2, 2014
- * Confirmation of committee appointments

Jim Clay (Police Department Representative) would be appointed to the Animal Health Advisory Committee. The term would commence December 9, 2014 and expire December 8, 2016.
(Mayor Becky Ames)

Sherrene Cook would be appointed to the Parks and Recreation Advisory Committee. The term would commence December 9, 2014 and expire December 8, 2016. (Councilmember W. L. Pate, Jr.)

George Crawford would be reappointed to the Convention and Tourism Advisory Board. The current term would expire October 14, 2016. (Councilmember Mike Getz)

- A) Authorize the City Manager to execute an annual agreement with Capital Edge Advocacy, Inc. to provide services as the City of Beaumont's Washington Assistant
- B) Authorize the City Manager to enter into contracts with Legacy Community Development Corporation for the acquisition of a home for sale or lease-purchase and to provide funds for operating expenses
- C) Authorize the City Manager to accept the donation of property at 2045 Glasshouse and then transfer ownership to Legacy Community Development Corporation for development of an affordable home
- D) Authorize the City Manager to execute all documents necessary related to a grant contract between the Office of the Attorney General and Beaumont Police Department
- E) Approve a resolution renewing a consignment agreement with Games People Play, Inc. for the golf pro shop located at 5490 Babe Zaharias Drive (Tyrrell Park)

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>
Jim Clay	Animal Health Advisory Committee	12/09/14	12/08/16
Sherrene Cook	Parks and Recreation Advisory Committee	12/09/14	12/08/16

THAT the following reappointment be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
George Crawford	Convention and Tourism Advisory Board	12/09/14	10/14/16

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of
December, 2014.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an annual agreement with Capital Edge Advocacy, Inc. to provide services as the City of Beaumont's Washington Assistant.

BACKGROUND

On a yearly basis since 1980, the City has contracted with an organization to provide legislative service on the federal level. Mr. Chris Giglio, as the City's Washington Assistant, is responsible for reviewing federal executive proposals, legislation under consideration, and proposed and adopted administrative rules and regulations which could impact the City of Beaumont's policies or programs. Staff is very pleased with the professionalism and high quality of service provided by Capital Edge.

A letter from Mr. Giglio and the proposed contract are attached for your review. The contract amount of \$68,400 remains the same as last year. The contract also includes a maximum of \$4,000 for reimbursable expenses.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of resolution.



December 4, 2014

Mr. Kyle Hayes
City Manager
P.O. Box 3827
Beaumont, TX 77704

Dear Kyle:

Please consider this a formal request for a twelve month renewal of our contract with the City for federal lobbying and information services. Our current agreement expires on December 31 and we do not seek any changes to the current contract.

As I mentioned to the Council during a visit to Beaumont in October, this most recent session of Congress was one of the least productive in modern history based on the number of bills passed. However, there were some achievements that will benefit the Beaumont community, particularly the approval of water resources legislation to authorize the Sabine-Neches Ship Channel project at the U.S. Army Corps of Engineers, a long overdue reauthorization of federal job training programs, and a measure to delay expected spiked in National Flood Insurance Program rates.

Unfortunately, House inaction on the Marketplace Fairness Act will force supporters to start from scratch next year in a new session of Congress. We continue to work to bring this legislation to a vote in the House (the Senate approved the bill overwhelmingly in 2013), since enactment would mean almost \$1.8 billion annually for the state of Texas in uncollected sales taxes on out-of-state online sales and level the playing field for local businesses that have always had to charge sales taxes.

We also expect that the sharp divisions over budget matters will continue in Washington, and as a result, we will continue to advocate for funding for effective federal programs that provide benefits to the Beaumont community. This would include protecting the tax-exempt status of municipal bonds. In addition, we expect that there will be serious discussions next year regarding a much needed long-term reauthorization of federal highway, transit, and rail transportation programs.

As always, we have been proud and pleased to serve the City of Beaumont in Washington, and we are grateful for your guidance and that of the Mayor and City Council. Please feel free to contact us with any questions you may have about our services or the proposed contract.

Sincerely,

Christopher F. Giglio

1212 New York Ave., NW Suite 250
Washington, DC 20005
202 842 4444
202 842 5077 fax
www.capitaledge.com

**AGREEMENT
BETWEEN THE CITY OF BEAUMONT, TEXAS
AND
CAPITAL EDGE ADVOCACY, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, D.C. 20005-3953**

Pursuant to this agreement, the City of Beaumont, Texas (hereinafter sometimes referred to as the "City") and Capital Edge Advocacy, Inc. (hereinafter sometimes referred to as "Consultant") agree to assume the following obligations.

I. Obligations of Consultant

- A. Consultant will organize and operate a unit to act as a Washington office for the City and will be the assigned member of its staff. Consultant will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, common-use office supplies and services, and general administrative support according to the level of service specified in Paragraph IV;
- B. Consultant will confer with the City Manager and such other City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and will act as Washington Assistant to the City of Beaumont, Texas;
- C. As Washington Assistant the Consultant will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City of those items which may have a bearing on City policy or programs;
- D. More specifically, as Washington Assistant the Consultant will advise and consult on behalf of the City with the White House and any other Federal agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Consultant will act as liaison with the U.S. Conference of City Managers and the National League of Cities, and will furnish legislative and administrative analyses of issues as requested;
- E. As Washington Assistant the Consultant will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;

- F. As Washington Assistant the Consultant will review and comment on proposals of the City which are being prepared for submission to federal agencies when requested to do so by the City Manager or his designees;
- G. As Washington Assistant the Consultant will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's administrative staff might render assistance;
- H. As Washington Assistant the Consultant will counsel with the City regarding appearances by City personnel before Congressional committees and administrative agencies and will arrange for appointments and accommodations for City personnel as necessary;
- I. As Washington Assistant the Consultant will contact federal agencies on the City's behalf when City applications are under consideration by such agencies and counsel the City to take whatever steps appear to be required to obtain the most favorable consideration of such applications;
- J. As Washington Assistant the Consultant will advise and consult with or otherwise make assistance available to such representatives of the private sector who are engaged in economic development activities as determined by the City Manager to be in the best interests of the City;
- K. In fulfilling her responsibilities under this Agreement, the Washington Assistant will act in the name of the City of Beaumont, Texas under the supervision of the City Manager. Any change in the person of the Washington Assistant from the person representing the City as of the effective date of this agreement must be approved by the City Manager.

II. Obligations of the City of Beaumont, Texas

- A. To advise the Consultant of the name or names of persons other than the City Manager authorized to request service and the person or persons to be kept advised by the Washington Assistant;
- B. To supply the Consultant with a summary of all federal programs in which the City is participating and advise the Consultant of any new applications filed, together with pertinent details as to the substance of such applications;

- C. To supply the Consultant with copies of budgets, planning documents, and regular reports of the City Manager and departments, Council agenda and proceedings, newspapers and other materials which will assist the Consultant in keeping current on City policies and programs;
- D. To reimburse the Consultant for (1) all travel expenses incurred pursuant to Paragraph I, Subparagraphs D and G; (2) expenses for attendance at any other meetings attended by the Washington Assistant outside Washington, DC, at the request of the City;
- E. To reimburse the Consultant for other expenses which are incurred within Washington, DC on behalf of the City in carrying out the provisions of this Agreement and as approved by the City Manager subject to the provisions of Paragraph IV;
- F. To bear long distance telephone, photocopying, executive expenses and postage expenses.

III. The City of Beaumont, Texas and the Consultant concur that the following exclusions shall apply to this Agreement:

A. The Consultant:

- 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business except in accordance with the provisions of Paragraph I, Subparagraph J, above;
- 2. Will not, by virtue of this Agreement, represent other local government agencies in Beaumont, Texas except those which are instrumentalities or agencies of the City of Beaumont, Texas;
- 3. Will not perform any legal, engineering, accounting or other similar professional service;
- 4. Will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office in or representing the City.

IV. Compensation

The cost of service will be \$68,400.00 for twelve months, payable in advance, in equal monthly installments of \$5,700.00 commencing on the first day of January, 2015. In addition, a maximum of \$4,000.00 for reimbursable expenses incurred pursuant to Paragraph II, Subparagraphs D, E, and F.

V. Termination

Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

IN WITNESS WHEREOF:

ATTEST

DATE

Christopher F. Giglio, Capital Edge Advocacy, Inc.

Kyle Hayes, City Manager

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 annual agreement with Capital Edge to serve as the City of Beaumont's Washington Assistant in the amount of \$68,400, with an additional maximum of \$4,000 for reimbursable expenses.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CSB} Chris Boone, Director of Planning and Community Development

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into contracts with Legacy Community Development Corporation for the acquisition of a home for sale or lease-purchase and to provide funds for operating expenses.

BACKGROUND

The City of Beaumont receives an annual allocation of HOME Investments Partnerships funds from the U. S. Department of Housing and Urban Development (HUD) and has previously awarded contracts for acquisition or construction of housing to be sold to eligible low-to-moderate income families under lease-purchase agreements. Federal regulations require that a minimum of fifteen percent (15%) of the City's total HOME fund allocation be contracted to Community Housing Development Organizations (CHDO's) for eligible CHDO activities. The City was awarded \$404,482 in 2014 Program Year HOME funding.

Legacy Community Development Corporation (Legacy CDC), a certified CHDO, is seeking to stabilize neighborhoods, particularly in the north end, by providing home ownership opportunities for low-to-moderate income families. Legacy is requesting \$60,672 in funding to acquire a single-family home that will be offered for sale or lease-purchase to an eligible low-to-moderate income family. In addition, Legacy is requesting \$20,224 for the CHDO's daily operating expenses. Operating funds will also be used for homebuyer counseling and neighborhood outreach. Planning & Community Development's Housing Division staff will be responsible for monitoring Legacy for HOME Program compliance

FUNDING SOURCE

Funding is available from the 2014 HOME Program.

RECOMMENDATION

Approval of resolution.

MEMORANDUM

October 24, 2014

TO: Molly Mallet, Escrow Officer (Texas Regional Title)
FROM: Antoinette Hardy, Real Property Coordinator
SUBJECT: 2045 Glasshouse

COMMENTS

Mr. Harvey Cormier will donate the property located at 2045 Glasshouse to the City.

Please open title and prepare this property for closing.

The City will pay all closing cost fees except for taxes and liens.

Mr. Cormier may be reached at (631) 849-3279 or (631) 258-7938.

Call me if you have any questions.

Thanks,

Antoinette

Antoinette Hardy
Real Property Coordinator
ahardy1969@ci.beaumont.tx.us
(409) 880-3152





November 20, 2014

City of Beaumont
Attention: Johnny Beatty
801 Main Street
Beaumont, Texas 77701

Mr. Beatty:

Legacy CDC would like to formally accept the property (free of all liens and taxes) located at 2045 Glasshouse, Beaumont, Texas 77703.

We feel it would be an ideal property for Legacy to development affordable housing for our community.

Thank you,

A handwritten signature in black ink, appearing to read "Vivian Ballou", written in a cursive style.

Vivian L. Ballou
Executive Director

GRANTEE and GRANTEE'S successors and assigns, forever; and said GRANTOR binds himself and his successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors or assigns, against every person lawfully claiming or to claim all or any part of the property, subject to the provisions stated above, when the claim is by, through, or under GRANTOR but not otherwise.

EXECUTED this the _____ day of _____, 2014.

GRANTOR:

HARVEY JEROME CORMIER

EXHIBIT "A"

Lot Number Five (5), Block Number Fifteen (15) of GOLD HILL ADDITION, to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 2, Page 154, Map Records of Jefferson County, Texas. (Erroneously referred to in prior deeds as being Vol. 7, Page 63, Map Records of Jefferson County, Texas)

Property Search Results > 38147 CORMIER HARVEY JEROME for Year 2014

Property

Account

Property ID: 38147 Legal Description: GOLD HILL 2 L5 B15
 Geographic ID: 023350-000-026000-00000-2 Agent Code:
 Type: Real
 Property Use Code: A1
 Property Use Description: REAL/RES/SGLE FAML- 5 AC/LESS

Location

Address: 2045 GLASSHOUSE ST Mapsco: 4
 TX
 Neighborhood: GOLD HILL 2 Class 2 Map ID: 0
 Neighborhood CD: 023350002

Owner

Name: CORMIER HARVEY JEROME Owner ID: 47992
 Mailing Address: 83 ROSEWOOD RD % Ownership: 100.000000000000%
 ROCKY POINT, NY 11778-8730
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$22,080	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$1,960	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$24,040	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$24,040	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$24,040	

Taxing Jurisdiction

Owner: CORMIER HARVEY JEROME
 % Ownership: 100.000000000000%
 Total Value: \$24,040

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$24,040	\$24,040	\$316.13
221	CITY OF BEAUMONT	0.690000	\$24,040	\$24,040	\$165.88
341	PORT OF BEAUMONT	0.064677	\$24,040	\$24,040	\$15.55
755	SABINE-NECHES NAVIGATION DIST	0.089374	\$24,040	\$24,040	\$21.49
849	DRAINAGE DISTRICT #6	0.220587	\$24,040	\$24,040	\$53.02
901	JEFFERSON COUNTY	0.365000	\$24,040	\$24,040	\$87.74
A59	FARM AND LATERAL ROAD	0.000000	\$24,040	\$24,040	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$24,040	\$24,040	\$0.00
Total Tax Rate:		2.744638			

Taxes w/Current Exemptions: \$659.81
 Taxes w/o Exemptions: \$659.81

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	1218.0 sqft	Value:	\$22,050
	Type	Description	Class CD	Exterior Wall	Year Built	SQFT	
	HSE	HOUSE	2F1	FRAME	1962	1218.0	
	CVP	COVERED PORCH/PATIO	2F1		1962	44.0	

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES40	RES40	0.1607	7000.00	50.00	140.00	\$1,960	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015		N/A	N/A	N/A	N/A	N/A
2014		\$22,080	\$1,960	0	24,040	\$0 \$24,040
2013		\$19,140	\$1,960	0	21,100	\$0 \$21,100
2012		\$21,520	\$1,960	0	23,480	\$0 \$23,480
2011		\$21,520	\$1,960	0	23,480	\$0 \$23,480
2010		\$26,490	\$1,960	0	28,450	\$0 \$28,450
2009		\$26,490	\$1,960	0	28,450	\$0 \$28,450
2008		\$26,490	\$1,960	0	28,450	\$0 \$28,450
2007		\$21,180	\$1,960	0	23,140	\$0 \$23,140
2006		\$14,400	\$1,960	0	16,360	\$0 \$16,360
2005		\$18,830	\$1,960	0	20,790	\$0 \$20,790
2004		\$16,470	\$1,960	0	18,430	\$0 \$18,430
2003		\$16,470	\$1,960	0	18,430	\$0 \$18,430
2002		\$18,370	\$1,960	0	20,330	\$0 \$20,330
2001		\$18,370	\$1,960	0	20,330	\$0 \$20,330

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/31/2003 12:00:00 AM	WD	WARRANTY DEED	CORMIER DOROTH	CORMIER HARVEY			2004002092

Questions Please Call (409) 840-9944

Website version: 1.2.2.2

Database last updated on: 10/22/2014 11:41 PM

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*First American Title*TM

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Insurance Company

Commitment

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: _____
Authorized Countersignature

TEXAS REGIONAL TITLE, LLC
3195 Dowlen Road, Suite 108
Beaumont, Texas 77706
(409) 861-7300 Fax (409) 861-7373

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

SCHEDULE A

Effective Date: October 29, 2014 at 08:00 AM

GF Number: 18153-MM

Commitment Number: ORIGINAL, issued November 7, 2014 at 10:41-AM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
City of Beaumont
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - g. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:
Harvey Jerome Cormier
4. Legal description of land:
Lot Number Five (5), Block Number Fifteen (15) of GOLD HILL SECOND ADDITION, to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 2 page 154, Map Records of Jefferson County, Texas. (Erroneously referred to in prior deeds as being in Vol. 7 page 63, Map Records of Jefferson County, Texas)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF Number: 18153-MM

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2015 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. Rights of Parties in Possession.

SCHEDULE B

(Continued)

GF Number: 18153-MM

- b. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

- c. Amended Information Form filed by Jefferson County Drainage District No. 6, recorded under County Clerk's File No. 2014015672, Official Public Records of Jefferson County, Texas.

SCHEDULE C

GF Number: 18153-MM

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Requirement is made that the proposed owner execute a satisfactory Waiver of Inspection and upon execution of said waiver, that an exception to "Rights of Parties in Possession" be placed in Schedule B of the proposed Owner's Policy; in the alternative, should the proposed owner decline to execute said waiver, then requirement is made that an on-ground inspection be made of the subject property and that pursuant to such inspection, should possession by parties other than the proposed owner be apparent, then exception be made in Schedule B of the proposed Owner's Policy to the rights of any and all such parties.
6. For informational purposes, if the undersigned is furnished with a satisfactory current survey of the subject property and said survey reveals no encroachments, overlaps, and/or similar items, then Item No. 2 of Schedule B of the proposed Loan Policy may be amended to read: "Shortages in Area"; upon payment of the additional premium as promulgated by the Texas Department of Insurance, the same amendment may be made to Item No. 2 of Schedule B of the proposed Owner's Policy.
7. Requirement is made for a satisfactory recordable release of the following:
 - a. Notice of Declaration of Unsafe Substandard Structure filed 10-14-2014 under County Clerk's File No. 2014033065 Official Public Records of Jefferson County, Texas, executed by City of Beaumont.
8. Requirement is made that the closer secure satisfactory proof of the marital status of Harvey Jerome Cormier, record owner, from 12-31-2003, to present date; if married, joinder of spouse or a satisfactory affidavit must be obtained from the seller and spouse that said property is non-homestead and designating location of homestead property.
9. Requirement is made that the title company be provided a Resolution appropriately adopted at a public meeting where the requirements of public notice have been met and which names and authorizes the officer to execute closing documents on behalf of the City of Beaumont.
10. Closer must secure an executed Notice to Purchaser concerning Jefferson County Drainage District No. 6, in which the subject property is located and have same recorded in the Official Public Records of Jefferson County, Texas.

SCHEDULE C
(Continued)

GF Number: 18153-MM

11. Texas Regional Title, LLC, will follow all of the Rules and Regulations of the Texas Department of Insurance in disbursing any funds provided by the Insured shown on Schedule A of this Commitment. Good funds, as defined in Procedural Rule P-27, shall be in possession of the title company prior to any disbursements.



Schedule D

File No.: 18153-MM

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson, Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

AGENT: Texas Regional Title, LLC, a Texas limited liability company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Ken Nelson Whitlow, Molly Laird Mallet, Ajeshkumar Harivadanbhai Patel, Himanshu Maganbhai Patel, Mahendra Gemalsinh Sangdod and Sureshchandra Mulgibhai Patel

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: President: Ken N. Whitlow; Executive Vice President: Molly L. Mallet; Vice Presidents: Vicki L. Robison and Juliana Stringer

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$	0.00
Loan Policy	\$	0.00
Endorsement Charges	\$	0.00
Other	\$	
Total	\$	

Of this total amount \$ _____ or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; \$ _____ or 85% (complete only one) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

*** The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

(This Schedule D is valid only when cover Schedule A, B, and C are attached)

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company. The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)475-1771

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)475-1771

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



First American Title™

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:
1-888-632-1642

Usted tambien puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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 contract with Legacy Community Development Corporation (Legacy CDC) in the amount of \$60,672 for acquisition of one (1) property for sale or lease/purchase to an eligible low-to-moderate income family and a contract with Legacy Community Development Corporation (Legacy CDC) in the amount of \$20,224 for related operating expenses, said contracts to be funded from the 2014 HOME Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CB} Chris Boone, Director of Planning and Community Development

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to accept the donation of property at 2045 Glasshouse and then transfer ownership to Legacy Community Development Corporation for development of an affordable home.

BACKGROUND

Mr. Harvey Cormier of Rocky Point, New York owns the property at 2045 Glasshouse. The structure was recently “tagged” as unsafe. Living at such a great distance, Mr. Cormier is offering to donate the property. Legacy Community Development Corporation, a certified Community Housing Development Organization (CHDO), would like to take ownership of the property and redevelop it with a single-family home. Developing in the city’s north end, Legacy finds this property especially marketable as it is close to Beaumont Housing’s Regent Development. Closing costs will be paid as a CDBG activity and this year’s property taxes will be paid by the current owner, prior to transfer of the property to the City. The structure will then be removed with CDBG funds and the property will be developed by Legacy with an affordable home. The home will be offered for less than \$100,000, in order to meet affordability limits. Funding for the project will come from both Legacy CDC and the City’s HOME Program.

FUNDING SOURCE

Community Development Block Grant.

RECOMMENDATION

Approval of resolution.

**Legacy Community
Development Corporation**

August 7, 2014

Mr. Johnny Beatty
City of Beaumont
Housing Program
801 Main Street
Beaumont, Texas 77701

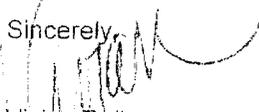
Mr. Beatty:

I am writing to request for 2014 CHDO Reserve and Operating in the amounts of \$ \$60,672 and \$20,224. The Reserve funds will be used to purchase one house for sale to a qualified buyer. The Operating funds will be utilized for administration costs.

We would also like to request any additional HOME funds that may be available to assist in the development of affordable housing. As we discussed, most of the housing stock under the sales price of \$90,000 is in need of repairs and is not immediately available to our clients. Legacy's homeownership program will acquire units at affordable prices, rehabilitate them and then make them available to buyers in the price range of \$85,000 and below. Over 90% of our buyers pre-qualify for mortgages at \$75,000 or below. This benefits the low mod communities, buyers and the city's down payment assistance program through the timely commitment and expenditure of HUD funds.

If you have any questions, please feel free to contact me at 409-365-9850.

Sincerely,


Vivian Ballou
Executive Director

RESOLUTION NO.

WHEREAS, Harvey Jerome Cormier has agreed to donate property located at 2045 Glasshouse Street, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont; and,

WHEREAS, the structure on the property has been declared unsafe by the City of Beaumont Community Development Division; and,

WHEREAS, Legacy Community Development Corporation, a certified Community Housing Development Organization (CHDO), has requested to take ownership of the property and redevelop it with a new single-family home; and,

WHEREAS, the City Council has considered the donation of said property and is of the opinion that the delivery and receipt of said tract is necessary and desirable and that same should be accepted; and,

WHEREAS, the City Council has also considered the transfer of ownership of said property from the City of Beaumont to Legacy Community Development Corporation for development of an affordable home and is of the opinion that the receipt and delivery of said property is 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 the donation of the above described property donated by Harvey Jerome Cormier is hereby in all things accepted; and,

BE IT FURTHER RESOLVED that the transfer of ownership of said property from

the City of Beaumont to Legacy Community Development Corporation is hereby in all things accepted; and,

BE IT ALSO RESOLVED that the City Manager is hereby authorized to execute all documents necessary to accept said donation and transfer ownership of said property.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

GRANTEE and GRANTEE'S successors and assigns, forever; and said GRANTOR binds himself and his successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors or assigns, against every person lawfully claiming or to claim all or any part of the property, subject to the provisions stated above, when the claim is by, through, or under GRANTOR but not otherwise.

EXECUTED this the _____ day of _____, 2014.

GRANTOR:

HARVEY JEROME CORMIER

ACKNOWLEDGEMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the _____ day of _____, 2014,
by HARVEY JEROME CORMIER.

Notary Public, State of Texas

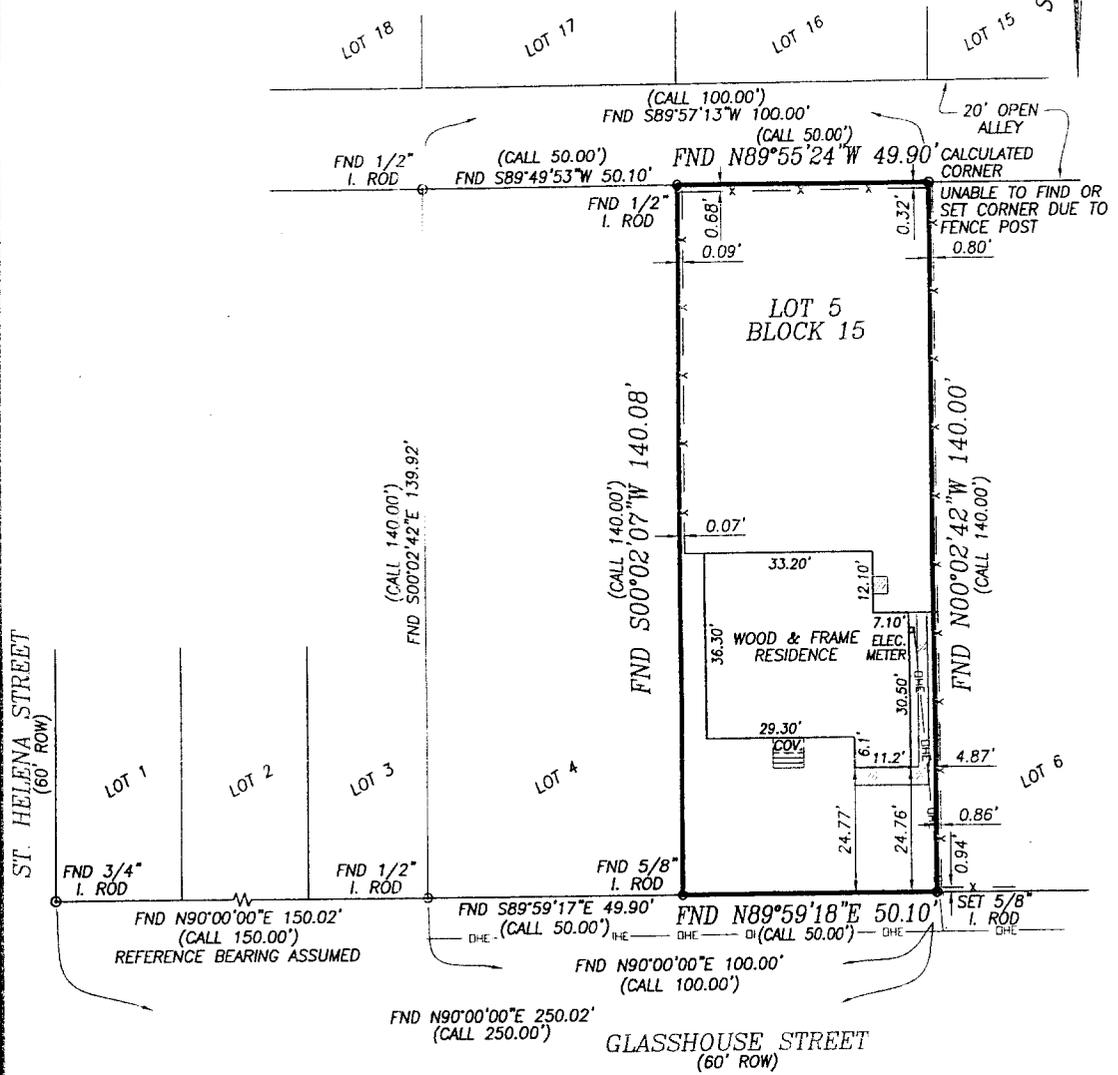
RETURN TO: City of Beaumont
 c/o Antoinette Hardy
 P. O. Box 3827
 Beaumont, TX 77704

EXHIBIT "A"

Lot Number Five (5), Block Number Fifteen (15) of GOLD HILL ADDITION, to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 2, Page 154, Map Records of Jefferson County, Texas. (Erroneously referred to in prior deeds as being Vol. 7, Page 63, Map Records of Jefferson County, Texas)

- NOTE:**
1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
 2. 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.
 3. ALL SET 5/8" IRON RODS SET WITH A CAP STAMPED "M.W. WHITELEY & ASSOCIATES".

SCALE 1"=30'



TO THE LEIHHOLDERS AND THE OWNERS OF THE PREMISES SURVEYED AND TO THE FIRST AMERICAN TITLE INSURANCE COMPANY.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVER-LAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. ALL EASEMENTS SHOWN AND NOTED PER TEXAS REGIONAL TITLE G.F. No. 18153-MM

DATE SURVEYED: NOVEMBER 18, 2014

[Signature]
 THOMAS S. ROWE - REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728



MARK W. WHITELEY AND ASSOCIATES INCORPORATED
 CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
 T.B.P.L.S. FIRM NO. 10106700 ©

P. O. BOX 5492
 BEAUMONT, TEXAS 77726-5492
 409-892-0421

3250 EASTEX FRWY.
 BEAUMONT, TEXAS 77703
 (FAX) 409-892-1346

2045 GLASSHOUSE STREET
 BEAUMONT, TEXAS 77703

Lot Number Five (5), Block Number Fifteen (15) of GOLD HILL SECOND ADDITION, to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 2 page 154, Map Records of Jefferson County, Texas. (Erroneously referred to in prior deeds as being in Vol. 7 page 63, Map Records of Jefferson County, Texas)

Owner: City of Beaumont
 Census: 9.00

In accordance with the Flood Hazard Boundary Map, Department of Housing and Urban Development.

Community No.: 485457
 Panel No.: 0020 C
 Date of FIRM: 8-6-02
 This property lies in Zone "X" (white). Location on map determined by scale on map. Actual field elevation not determined. Mark W. Whiteley and Associates does not warrant nor subscribe to the accuracy or scale of said maps.

Zone "X" (white) are areas determined to be outside 500-year flood plain.

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FILE NO. 14-1158

W:\2014\14-1158\14-1158 DWG\BMP

EXHIBIT "2"

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider authorizing the City Manager to execute all Documents necessary, specifically a Grant Contract between the Office of the Attorney General and Beaumont Police Department.

BACKGROUND

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

Approval of this Grant contract between the Office of the Attorney General and Beaumont Police Department will provide \$12,129 of allowable funds to be allocated for training and operating expenses.

FUNDING SOURCE

Grant Funds administered from the Texas Attorney General's office with no City match.

RECOMMENDATION

Approval of Resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Grant Contract with the Office of the Attorney General of Texas for the Internet Crimes Against Children (ICAC) Task Force to provide training and technical assistance in support of their Internet Crimes Against Children initiatives. Said Grant 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 9th day of December, 2014.

- Mayor Becky Ames -

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
BEAUMONT POLICE DEPARTMENT**

OAG Contract No. 1557016

This grant contract is executed between the Office of the Attorney General (OAG) and Beaumont Police Department (GRANTEE) for certain grant funds. The Office of the Attorney General and Beaumont Police Department may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention, seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on December 1, 2014 and shall terminate May 31, 2015, unless it is terminated earlier or extended in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Cooperative Agreement for Award Number 2012-MC-FX-K047. The GRANTEE will comply with the terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number **2012-MC-FX-K047**, (OAG Award Document), as well as the applicable provisions of the OAG ICAC Grant Application or OAG Award Document as supplemented, amended or adjusted.

3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions. The GRANTEE's budget is attached as Exhibit A.

The grant project narrative is as follows:

To support certain Internet Crimes Against Children (ICAC) travel expenses.

The Special Conditions, including the OAG Award Document, are attached as Exhibit B.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract. The OAG, at its sole discretion, may supplement, amend or adjust the Special Conditions attached to this contract.

SECTION 4 REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information; Immediate Notification and Correction and Inaccuracies. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG. GRANTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the correction information to the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days, notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with original signature. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 ICAC Semi-Annual Statistical (Performance) Reports, including Outcome Measure Reports. GRANTEE will support the OAG in its progress reporting requirements, including the reporting requirements of outcome measures. The OAG is required to report, within 30 days after the end of the reporting periods, certain outcome measures. The semi-annual reporting periods end on the last day of June and December each year. The OAG will establish deadlines for the GRANTEE to meet its requirement to report to the OAG.

Contents of Semi-Annual Statistical Reports. GRANTEE shall report data to the OAG on the following outcome measures:

- a. Number of CyberTipLine referrals received and investigated;
- b. Number of indictments obtained on CyberTipLine referrals;
- c. Number of convictions obtained on CyberTipLine referrals;
- d. Number of online solicitation of a minor (or its equivalent) arrests;
- e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
- f. Number of online solicitation of a minor (or its equivalent) convictions obtained;

- g. Total number of ICAC-related arrests during reporting period;
- h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
- i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
- j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
- k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
- l. Percent increase in computer forensic examinations completed by ICAC task forces; and
- m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to nonmember law enforcement agencies.

4.2.2 ICAC Task Force Program Monthly Performance Measures. GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures, which shall contain at a minimum the following additional supporting data elements:

- a. Complaints;
- b. Case Information;
- c. Goals;
- d. Court Actions;
- e. Technical Assists;
- f. Training; and
- g. Community Outreach Presentations.

4.2.3 ICAC Annual Reports. GRANTEE will support the OAG in its reporting requirements of the following measures:

- a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- b. Investigation and prosecution performance measures of the task force, including:
 - 1. the number of investigations initiated related to Internet Crimes Against Children;
 - 2. the number of arrests related to Internet Crimes Against Children; and
 - 3. the number of prosecutions for Internet Crimes Against Children, including-
 - i. whether the prosecution resulted in a conviction for such crime; and
 - ii. the sentence and the statutory maximum for such crime

under State law.

- c. The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
- d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- e. The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
- f. The number of computer forensic examinations that the task force completed.
- g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

4.2.4 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the any reports presented to the OAG.

4.2.5 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional

and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before April 15, 2014 or a date as established by the OAG, GRANTEE will submit fiscal year end required reports.

Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31 for an grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20th) of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse

GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that, notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required by the state to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such

termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7; 11; and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursements. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving fund directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records and other relevant information of the entity, person or contractor that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this

contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548

Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter. 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Texas Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances as contained in the Application Kit.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. Grantee shall follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records relating to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG. at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain

in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE'S contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or GRANTEE'S contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE'S contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.9 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Catalog of Federal Domestic Assistance Number. The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.543, titled "Missing Children's Assistance."

11.12 MOU between OAG and GRANTEE. The OAG and GRANTEE will have in place a Memorandum of Understanding that outlines the duties and responsibilities of GRANTEE as a member of the Internet Crimes Against Children Task Force. GRANTEE agrees to comply with the approved Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including Exhibits. This contract, including all exhibits, reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the

Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL OF TEXAS**

BEAUMONT POLICE DEPARTMENT

Printed Name: _____

Printed Name: _____

Office of the Attorney General

Authorized Official

EXHIBIT A

**GRANT CONTRACT
BETWEEN THE OFFICE OF THE ATTORNEY GENERAL
AND BEAUMONT POLICE DEPARTMENT**

OAG Contract No. 1557016

Maximum Liability of the OAG. The OAG and GRANTEE agree that the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract for reimbursement of all expenses, shall not exceed:

**TWELVE THOUSAND ONE HUNDRED TWENTY NINE DOLLARS AND 00/100
(\$12,129) DOLLARS**

Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	Amount
Personnel	\$0
Fringe Benefits	\$0
Professional & Contractual Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$12,129
Other Direct Operating Expenses	\$0
Total	\$12,129

The maximum allowable expense for lodging is \$115.00 per guest room per night including applicable taxes; the maximum allowable expense for meals is \$56.00 per day. ACTUAL RECEIPTS for all expenses including, but not limited to, lodging, meals, rental cars and airfare MUST BE SUBMITTED. Alcohol and tips will not be reimbursed.

The OAG cannot approve payment for non-refundable airline tickets and/or penalty fees incurred for altered travel plans (and/or any other expenses) should the conference/training be canceled or should the attendee not attend the training for any reason.

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND BEAUMONT POLICE DEPARTMENT

OAG Contract No. 1557016

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

GRANTEE's signature on this contract will be treated as a signature agreement for each of the 19 pages of the Special Conditions, as attached.

The Special Conditions that apply to this contract are:

- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Special Conditions of the Cooperative Agreement (OAG Award Document), 2012-MC-FX-K047, and any subsequent award document.**
 - Seven (7) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, as provided in memo to Official Grant File, to Texas Office of the Attorney General and any subsequent award document.**
 - One (1) page.
- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Project Summary (OAG Award Document), 2012-MC-FX-K047.**
 - Two (2) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights federal civil rights laws, as provided in letter dated September 17, 2014, to Texas Office of the Attorney General and any subsequent award document.**
 - Three (3) pages.
- **Department of Justice, Office of Justice Programs, Assurances – Standard Assurances.**
 - Six (6) pages.



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

Cooperative Agreement

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Texas Office of the Attorney General PO Box 12548 Austin, TX 78711-2548		4. AWARD NUMBER: 2012-MC-FX-K047	
		5. PROJECT PERIOD: FROM 07/01/2012 TO 06/30/2015 BUDGET PERIOD: FROM 07/01/2012 TO 06/30/2015	
		6. AWARD DATE 09/17/2014	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 74600057		8. SUPPLEMENT NUMBER 02	Supplemental
		9. PREVIOUS AWARD AMOUNT	\$ 919,624
3. PROJECT TITLE Texas Office of the Attorney General Southern ICAC Task Force		10. AMOUNT OF THIS AWARD	\$ 499,388
		11. TOTAL AWARD	\$ 1,419,012
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(OJJDP ICAC Task Forces) Pub. L. No. 113-76; 128 Stat. 5, 64			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Hodge First Assistant Attorney General	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>D. Hodge</i>	19A. DATE 10/2/14
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X F MC 70 00 03 499388		21. LMCTGT0142	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

DT



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.

DA



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

DT



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
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**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

18. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

DJA



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

19. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
20. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.
21. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
22. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
24. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

DK



Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
Delinquency Prevention**

**AWARD CONTINUATION
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Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/17/2014

SPECIAL CONDITIONS

25. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

- (A) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- (B) Investigation and prosecution performance measures of the task force, including--
 - (i) the number of investigations initiated related to Internet crimes against children;
 - (ii) the number of arrests related to Internet crimes against children; and
 - (iii) the number of prosecutions for Internet crimes against children, including--
 - (I) whether the prosecution resulted in a conviction for such crime; and
 - (II) the sentence and the statutory maximum for such crime under State law.
- (C) The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
- (D) Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- (E) The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
- (F) The number of computer forensic examinations that the task force completed.
- (G) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force.

26. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

27. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

28. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

DIA



Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, Program Manager

Subject: Categorical Exclusion for Texas Office of the Attorney General

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.



Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
Delinquency Prevention

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER

2012-MC-FX-K047

PAGE 1 OF 1

This project is supported under FY14(OJJDP ICAC Task Forces) Pub. L. No. 113-76; 128 Stat. 5, 64

1. STAFF CONTACT (Name & telephone number)

Scott Pestridge
(202) 514-5655

2. PROJECT DIRECTOR (Name, address & telephone number)

Melissa Foley
OAG Lead Grants Planner
PO Box 12548
Austin, TX 78711-2548
(512) 463-0826

3a. TITLE OF THE PROGRAM

OJJDP FY 14 Internet Crimes Against Children Task Force Invited Awards

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Texas Office of the Attorney General Southern ICAC Task Force

5. NAME & ADDRESS OF GRANTEE

Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2012 TO: 06/30/2015

8. BUDGET PERIOD

FROM: 07/01/2012 TO: 06/30/2015

9. AMOUNT OF AWARD

\$ 499,388

10. DATE OF AWARD

09/17/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Pursuant to Section 104 of the PROTECT Our Children Act of 2008, the ICAC Task Force shall 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educator, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency responses and partnerships to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available source of such task force; 6) establish or adopt investigative and prosecution standards consistent with norms, to which such task force shall comply; 7) investigate, and seek prosecution on, tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System,

the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Texas Office of the Attorney General (OAG) recognizes the importance of expanding the capacity of the Texas OAG Internet Crimes Against Children (ICAC) Task Force. As a result, using OJJDP funds, the Texas Office of the Attorney General will be awarding several sub-awards to law enforcement affiliate agencies. These sub-awards will allow the individual law enforcement agencies to determine their own equipment and training priorities. In addition, the task force will continue to support one Investigator and two Forensic Examiners. This award will also allow the OAG ICAC to increase their investigatory and computer forensic capabilities by purchasing monitors and hardware to support operations.

NCA/CF



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 17, 2014

Mr. Daniel Hodge
Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

Dear Mr. Hodge:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature

6. Date



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Ryan Slott, Parks and Recreation Director

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a resolution renewing a consignment agreement with Games People Play, Inc (GPP) for the golf pro shop located at 5490 Babe Zaharias Drive (Tyrrell Park).

BACKGROUND

In early 2013, the City of Beaumont entered into a consignment agreement with Games People Play, Inc (GPP), a leading retailer in golf-related supplies and equipment, to provide high quality golf merchandise to the golf pro shop located at the Henry Homberg Golf Course.

The consignment agreement allows GPP to sell their merchandise at the City's golf pro shop and in exchange the City receives ten percent (10%) of the revenues generated from the sale of such merchandise. Under the terms of the agreement, GPP is responsible for transporting, organizing, displaying, and pricing any merchandise they bring to the golf pro shop. The City of Beaumont is responsible for providing a location to display the merchandise and for tracking the amount of merchandise sold on a monthly basis.

This has been a mutually beneficial agreement for both the City and for GPP, and as a result, both parties would like to extend to terms of the agreement. The agreement provides the City with high quality merchandise at the City's golf pro shop and aides in the overall improvements being made at Henry Homberg; similarly, the agreement allows GPP to market their products to a broader range of golfers and assists them by allowing them to claim a relationship with a municipal golf course.

A copy of the agreement is provided for your review and consideration.

FUNDING SOURCE

Not applicable. The City of Beaumont will continue to receive ten percent (10%) of the revenue from the sale of GPP merchandise sold at the golf pro shop.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a one (1) year Consignment Agreement, with an option to renew, with Games People Play, Inc. (GPP), of Beaumont, Texas, for the sale of golf merchandise at the golf pro shop located at Henry Homberg Golf Course. 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 9th day of December, 2014.

- Mayor Becky Ames -

CONSIGNMENT AGREEMENT
BETWEEN THE CITY OF BEAUMONT, TEXAS
AND
GAMES PEOPLE PLAY, INC.

Pursuant to this agreement, the “consignee” hereby known as the City of Beaumont (COB), a home-rule municipality in the State of Texas and the “consignor” hereby known as Games People Play, Inc. (GPP) both agree to the terms of this agreement as it is set forth below:

I. OBLIGATIONS OF GAMES PEOPLE PLAY

1. Games People Play, Inc. (GPP) hereby agrees to provide the City of Beaumont (COB) with a list of merchandise or goods to be displayed at the location of 5490 Babe Zaharias Drive, Beaumont, Texas 77705. This list shall include a physical description along with the quantity of merchandise provided. GPP agrees to provide this list to COB each and every time it brings merchandise to the City of Beaumont. Both parties agree that the aforementioned merchandise will only be sold at 5490 Babe Zaharias Drive.
2. Games People Play, Inc. agrees to “refresh” or provide new or additional merchandise to the City of Beaumont every 45 days. This shall be known as the “refresher period.” GPP agrees to provide only new and or high-quality merchandise to the City of Beaumont.
3. GPP shall be responsible for organizing, showing, displaying, or otherwise presenting merchandise that they deliver to the City of Beaumont. The City of Beaumont shall provide staff for assisting in this endeavor.
4. GPP agrees to transport merchandise to 5490 Babe Zaharias Drive, and display merchandise at 5490 Babe Zaharias Drive at no cost to the City of Beaumont.
5. Merchandise provided by GPP to COB will at all times remain the property of GPP. The City of Beaumont shall not make or suppose claim to property provided by GPP, unless provided for by a specific provision of this agreement.
6. GPP retains all rights to set the price of merchandise provided by them to the City of Beaumont. The City of Beaumont shall have no right or prerogative to amend, alter, reduce, increase, or in any way change the price of merchandise provided by GPP without the express written consent of GPP.

II. OBLIGATIONS OF THE CITY OF BEAUMONT

7. City of Beaumont agrees to display merchandise received by GPP in an area of high visibility which can be readily discernible to an average customer.

8. The City of Beaumont or its employees shall be responsible for selling merchandise provided by GPP.
9. COB or its employees agree to forward any and all special order to GPP by email or phone.
10. The City of Beaumont will be responsible for general maintenance related to the shop located at 5490 Babe Zaharias Drive.

III. REPORTING REQUIREMENTS & PAYMENT PROVISION

11. GPP agrees to provide the City of Beaumont with a detailed listing of merchandise it will provide to COB. GPP agrees to provide this listing every time it provides merchandise to COB.
12. The City of Beaumont or its employees shall be responsible for keeping a detailed listing or report of each GPP item sold on a monthly basis. COB agrees to remit this report to GPP on a monthly basis. All items received by COB from GPP must be reconciled to this report each month.
13. The City of Beaumont shall be responsible for tabulating the total sales of all GPP items sold during a given month. The City of Beaumont shall be allowed to retain 10% of this amount and shall remit 90% of this amount to GPP by the 5th day of each month in accordance with the previous month's sales. Any amount not received by GPP on the 30th of said month shall be subject to an additional finance charge not to exceed 1% per month.
14. City of Beaumont shall electronically remit payment due to GPP. GPP shall provide banking information for this purpose.

IV. MERCHANDISE STATUS

15. GPP merchandise not sold by the end of each "refresher period" shall be evaluated by COB staff. Any merchandise not likely to be sold shall be returned to GPP and GPP shall incur any such costs associated with accepting the returned merchandise.
16. The City of Beaumont agrees to be responsible for an amount not to exceed fifty percent (50%) of the replacement cost of merchandise or inventory lost due to "shrinkage," which is commonly defined as the loss of inventory for reasons including, but not limited to, theft, fraud, damage in transit, deterioration, or cashier error. The City of Beaumont agrees to report any items lost due to shrinkage to GPP and GPP agrees to report any items lost due to shrinkage to the City of Beaumont. This provision shall only apply to (1) merchandise or inventory located at 5490 Babe Zaharias Drive, Beaumont, Texas 77705 or (2) merchandise or inventory in transit to 5490 Babe Zaharias Drive, Beaumont, Texas 77705.

V. TERMS OF AGREEMENT

17. This agreement shall become effective for a period of one (1) year from the date of execution. The City may elect to renew this agreement for an additional one (1) year period, by sending written notice to Games People Play of its intent to do so.

18. This agreement can be cancelled by either party, with or without cause, upon providing a 30-day written notice to the other party.
19. In the event that the City of Beaumont terminates or cancels this contract, with or without cause, the City of Beaumont agrees to return any and all merchandise on-hand or on order to GPP.
20. This consignment agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreement between the parties respecting such subject matter.
21. Games People Play, Inc and the City of Beaumont do hereby understand and agree to the terms set forth above by their signature found below.

City of Beaumont

Games People Play

Name: _____

Name: Austin Williams
Austin Williams

Position: _____

Position: V P of Sales

Date: _____

Date: 12/2/2014

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS DECEMBER 9, 2014 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 5-6/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a zone change from R-S (Residential Single Family Dwelling) and C-M (Commercial - Manufacturing) Districts to LI (Light Industrial) or a more restrictive zoning district
2. Consider a request for a specific use permit to allow automotive services, except repair, in a NC (Neighborhood Commercial) District
3. Consider a request to abandon an approximately 106.1' x 55' undeveloped portion of 6th Street S
4. Consider amending Section 28.04.002(a)(6) of the Code of Ordinances, related to Off Street Parking and Loading Regulations
5. Consider a resolution authorizing the City Manager to approve a change order for emergency repairs to the contract with Allco. Ltd., for the Surface Water Treatment Plant Improvements Phase I Project
6. Consider amending Section 2.04.003 of the Code of Ordinances to allow employees to accrue paid-time off (PTO) in lieu of personal and vacation leave

WORK SESSION

- * Review and discuss potential economic development agreements with Pate Development related to a proposed hotel and water park development to be located at Ford Park

COMMENTS

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

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Housing Discrimination Complaints of:

Laura Odom v. City of Beaumont, HUD No. 06-11-1437-8

Todd Hicks v. City of Beaumont, HUD No. 06-11-1434-8

Allyssa Humphrey v. City of Beaumont, HUD No. 06-13-0992-8

Disability Rights Texas v. City of Beaumont, HUD No. 06-13-0991-8

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.

December 9, 2014

Consider a request for a zone change from R-S (Residential Single Family Dwelling) and C-M (Commercial - Manufacturing) Districts to LI (Light Industrial) or a more restrictive zoning district



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a request for a zone change from R-S (Residential Single Family Dwelling) and C-M (Commercial - Manufacturing) Districts to LI (Light Industrial) or a more restrictive zoning district.

BACKGROUND

John R. Chance is requesting a zone change from R-S (Residential Single Family Dwelling) and C-M (Commercial - Manufacturing) Districts to LI (Light Industrial) District for his property located on the north side of Washington Boulevard approximately 1/2 mile west of Lindbergh Drive.

The property is designated as a Neighborhood Growth Unit in the Comprehensive plan. Ideally, the intersection of Langham Road and Washington would be zoned GC-MD creating a buffer between existing industrial uses and the R-S (Residential - Single Family Dwelling) zoned property to the west and north. Much of the surrounding land to the east, south and just past Langham Road to the west is occupied by commercial/industrial uses and/or zoned for commercial/industrial uses. However, due to the Neighborhood Growth Unit status of the property, LI would not be appropriate. Although GC-MD is the preferred zoning for the property, C-M would be an acceptable solution. Also, the proposed rezoning would "square off" this irregularly zoned property.

At a Joint Public Hearing held November 17, 2014, the Planning Commission recommended 5:0 to approve a zone change for the portion of the property that is zoned R-S (Residential Single Family Dwelling) to C-M (Commercial - Manufacturing) District for the property located on the north side of Washington Boulevard approximately 1/2 mile west of Lindbergh Dr.

FUNDING SOURCE

Not applicable.

RECOMMENDATION
Approval of ordinance.

From: **Chance, John** [mailto:johnchance@cedaustin.com] 
Subject: Fwd: Attached Image From Schmidt Electric
Date: September 29, 2014 at 8:29 AM
To: khmaness@hotmail.com

Application, will send check today

Sent from my iPhone

Begin forwarded message:

From: Pat Bell <pbell@schmidt-electric.com>
Date: September 29, 2014 8:26 AM CDT
To: "Chance, John" <jchance@cedaustin.com>
Subject: FW: Attached Image From Schmidt Electric

From: scan
Sent: Monday, September 29, 2014 8:26 AM
To: Pat Bell
Subject: Attached Image From Schmidt Electric

**APPLICATION FOR AMENDMENT
OF THE ZONING ORDINANCE
BEAUMONT, TEXAS**
(Chapter 23, City Codes)

OF THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME AND ADDRESS: John R Chance 5016 Hibiscus Valley Dr
AUSTIN TX 78739

APPLICANT'S PHONE # 512-658-6922 FAX # _____

NAME OF OWNER: John R Chance

ADDRESS OF OWNER: 5016 Hibiscus Valley Dr Austin Tx 78739

LOCATION OF PROPERTY: Beaumont Tx - Washington Blvd. w Langham Rd

LEGAL DESCRIPTION OF PROPERTY: T.H. LANGHAM S/D NEW BZ7-TR 2

TRACT NO. _____ OR TRACT TR 7

SECTION 27 T. _____ S. _____

CITY OR COUNTY _____ NUMBER _____

NUMBER OF LOTS _____ NUMBER OF ACRES 3 7.766

I, the undersigned, do hereby request authorization to submit a copy of a plat or map showing the proposed amendment to the zoning ordinance to the Planning Commission and City Council for their consideration.

APPLICANT'S SIGNATURE: RS: C-07 _____ L1

PLANNING COMMISSION REQUESTED _____

PLANNING COMMISSION BEING MAILED "READABLE" No _____

DATE: _____

SUBMIT A LETTER SETTING REASONS FOR REQUEST

ATTACH THE APPROPRIATE APPLICATION FEE

LESS THAN 1/2 ACRE	\$2000
1/2 ACRE OR MORE AND LESS THAN 1 ACRES	\$4000
1 ACRES OR MORE	\$6000

I HEREBY ACKNOWLEDGE THAT THE APPLICATION IS MADE FOR THE REQUESTED DISTRICT OR A MORE RESTRICTIVE DISTRICT

SIGNATURE OF APPLICANT:

John F. Chance DATE 9/25/2014

SIGNATURE OF OWNER:

John F. Chance

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DEPARTMENT, ROOM 205
CITY HALL - 500 MAIN STREET
BURLINGTON, VT 05401
PHONE: 802-241-1100
FAX: 802-241-1101

FILE NUMBER: 2219-2
DATE RECEIVED _____
RECEIPT NUMBER _____

City of Beaumont/Tx - 9/29/2014

To Whom It May Concern

I would like to HAVE an AMENDMENT to the
Zoning ordinance from RS to light Industrial for
the Property located at Langham Rd @ Washington Blvd
The Property would be much better suited for light ind.

Thank for consideration

John R Chance
1006 Marcus Valley Dr
Beaumont, TX 77709
C. 409-556-1922

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED R-S (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT TO C-M (COMMERCIAL-MANUFACTURING) DISTRICT FOR PROPERTY LOCATED ON THE NORTH SIDE OF WASHINGTON BOULEVARD APPROXIMATELY ½ MILE WEST OF LINDBERGH DRIVE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned R-S (Residential Single Family Dwelling) District to C-M (Commercial-Manufacturing) District for property located on the north side of Washington Boulevard approximately ½ mile west of Lindbergh Drive, being Tract 7 and the northeast 1/4 of Tract 2, Block 27, T.H. Langham S/D, City of Beaumont, Jefferson County, Texas, containing 7.266 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all respects, the use of the property herein above described shall be subject to all of the applicable regulations of the zoning district as well as those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

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 of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

File 2219-Z: Request for a zone change from R-S (Residential Single Family Dwelling) and C-M (Commercial - Manufacturing) Districts to LI (Light Industrial) or a more restrictive zoning district.

Location: The north side of Washington Blvd. approximately 1/2 mile west of Lindbergh Dr.

Applicant: John R. Chance

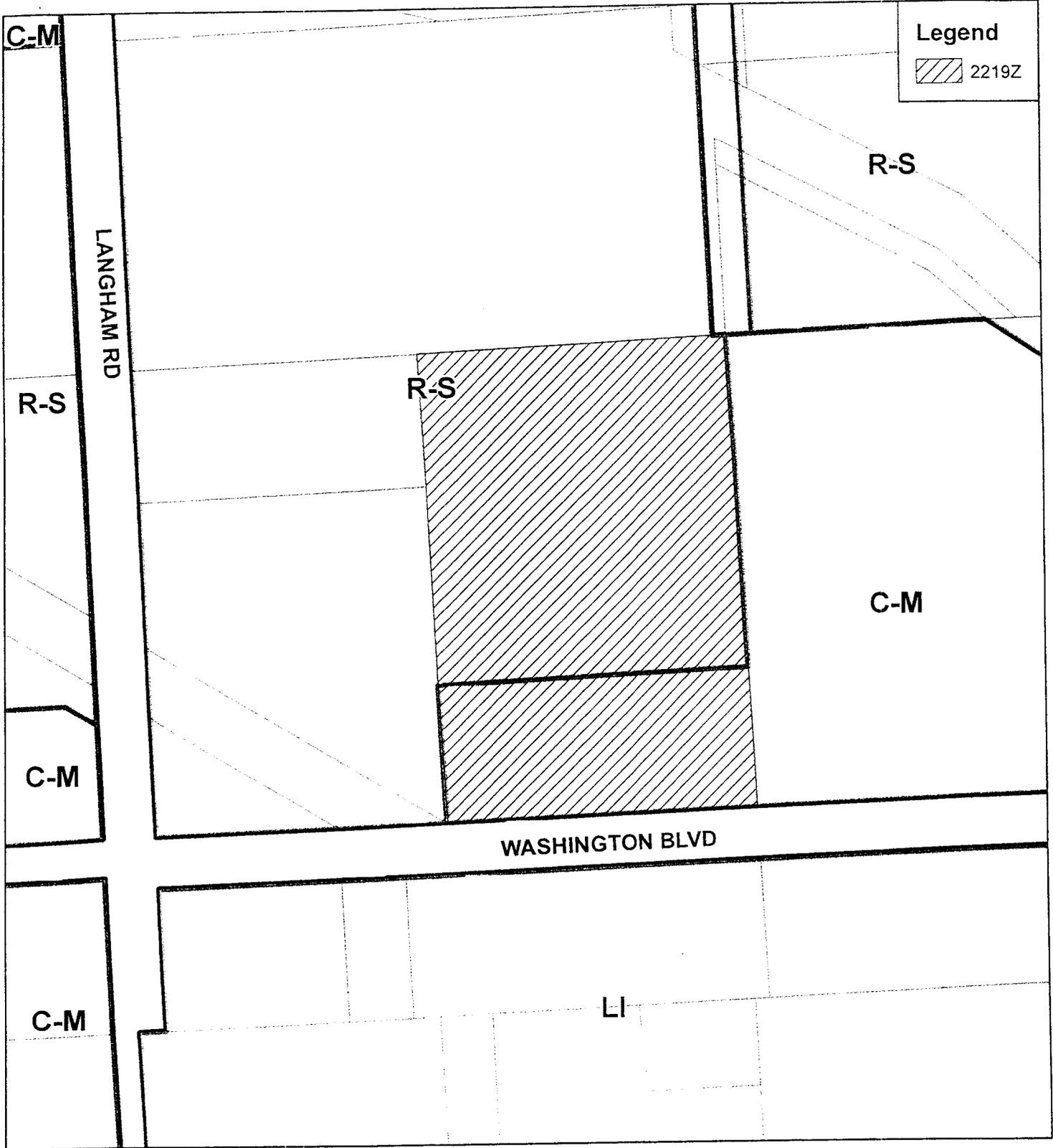
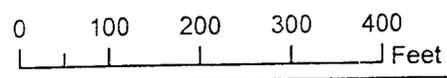


EXHIBIT "A"

December 9, 2014

Consider a request for a specific use permit to allow automotive services, except repair, in a NC (Neighborhood Commercial) District



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a request for a specific use permit to allow automotive services, except repair, in a NC (Neighborhood Commercial) District.

BACKGROUND

Robert W. Petton would like to open an automotive services shop at 5290 Eastex Freeway. Mr. Petton currently owns Z-Tech located at 5550 Eastex, Suite C. The shop offers vehicle enhancement and protection services, such as paint sealant, rust protection, window tinting, interior upgrades and accessories. The new shop would employ five persons with business hours being Monday - Friday, 8am to 5pm.

The property was previously used as a radiator shop, a grandfathered use. Automotive services and automotive repair are not the same use category, therefore automotive services requires a specific use permit in a NC (Neighborhood Commercial) District. Surrounding properties are commercial and should not be negatively affected by this use.

At a Joint Public Hearing held November 17, 2014, the Planning Commission recommended 5:0 to approve a specific use permit to allow automotive services except repair in a NC (Neighborhood Commercial) District at 5290 Eastex Freeway, subject to the following condition:

- 1) Wheel stops to be placed in parking spaces.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codus)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: ROBERT W. PETTON

APPLICANT'S ADDRESS: 11380 EDGEWATER DR FORT TX 77713

APPLICANT'S PHONE #: 409 321-9001 FAX #: 409 895-1894

NAME OF OWNER: DANNY F SEYMORE

ADDRESS OF OWNER: 300 LUSTON RD VIDOK TX 77662

LOCATION OF PROPERTY: 5240 EASTEX FREEWAY BEAUMONT TX 77708

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT 99- B F BENER

BLOCK NO. _____ PLAT D73

ADDITION _____ SURVEY A1

NUMBER OF ACRES _____ NUMBER OF ACRES 0.756

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Automotive Services except repair Jefferson County

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: 9-26-2014

SIGNATURE OF OWNER: [Signature] (IF NOT APPLICANT) DATE: 9-26-2014

PLEASE TYPE OR PRINT AND SUBMIT TO: CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2220
211-P

DATE RECEIVED: 10/22/14 Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

To Whom it May Concern:

September 26, 2014

In regards to our interest in the commercial building located at 5290 Eastex Freeway, Beaumont Texas, 77708, I, Robert Petion would like to proceed with the inspection process. We currently own Auto Perks Dba Z- Tech located at 5550 Eastex Freeway Suite C, Beaumont Texas, 77708. Our company is a family owned and operated business serving the SETX area since 1969. We offer premier vehicle enhancement and protection services.

Autoperks (Z-Tech) Products and Services Include:

- Diamond Glaze, a highly refined paint sealant
- Premium Protection, Clearbra, which protects against rock chips, and black bugs.
- Installation of all car and truck accessories
- All washing of vehicles to be performed at neighboring car wash
- Sound Deadener, Rust Proofing, Interior Protection
- Installation and Repair of Electric Sunroofs
- Installation of Leather with a choice of Heated, OR Combo of Cooled and Heated.
- Automotive, Commercial, and Residential Window Tinting
- Bedliners
- Auto Graphics
-

Our Employees:

We have 1 Window Tinter, 2 Detailers, and 1 office manager, and myself. Totaling 5 employees.

Hour of Operation:

Monday 8-5pm

Tuesday 8-5pm

Wednesday 8-5pm

Thursday 8-5 pm

Friday 8-5pm

Should you have any questions please contact myself or my secretary Destiny Moore.

409-898-7925 MAIN

409-898-1894 FAX

EIGHT CONDITIONS FOR A SPECIFIC USE PERMIT

- 1. That the specific use permit will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity.**

All properties surrounding the subject property are commercial in nature. Z-Tech, the proposed business, will be compatible with and not injurious to any of the surrounding properties. Z-Tech proposes to occupy an existing 2,250 sq. ft. building that previously housed a radiator shop. Z-Tech is currently located at 5550 Eastex Freeway. Its current location is surrounded by commercial uses that are typical of the types of commercial uses found along Eastex Freeway. In the many years that the company has operated at its present location it has been a good neighbor and an asset to its immediate vicinity.

- 2. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property.**

While there is some vacant property immediately behind the subject property, it is part of an existing commercial use to the northwest. The proposed use will not impact any expansion of that property. Z-Tech will compliment the surrounding developed commercial properties. The business will utilize an otherwise vacant building thereby adding to the value of the surrounding properties by preventing it from deteriorating and becoming a detriment to those properties.

- 3. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided.**

The subject property is adequately served by all the necessary utilities, access and support facilities.

4. **The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.**

The subject property was developed a number of years ago for commercial uses. The property is served by a single driveway onto the Eastex Freeway access road. Six parking spaces are required by ordinance. Existing parking exceeds the required amount.

5. **That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration.**

While a small part of the business, the spraying of truck bed liners and rustproofing will be done inside of the building and as per all state regulations concerning air quality.

6. **That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.**

All lighting will be directional and will not disturb or adversely affect neighboring properties.

7. **That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property.**

The subject property is surrounded by commercial uses and zoning on its north, east and west sides and the Eastex Freeway to the south. No perimeter landscaping or screening is required along the property lines to the north, east and west. If this was an entirely new development, perimeter and interior landscaping would be required of the parking lot. Since the parking lot is existing and is located right up to the front property line, no additional landscaping/screening would be required.

8. **That the proposed use is in accordance with the Comprehensive**

Plan.

The Comprehensive Plan designates this area as a Freeway Activity Corridor. Z-Tech is of the type of commercial use that would typically be found within a Freeway Activity Corridor and is therefore in conformance with the Comprehensive Plan.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOTIVE SERVICES, EXCEPT REPAIRS, IN A NC (NEIGHBORHOOD COMMERCIAL) DISTRICT AT 5290 EASTEX FREEWAY IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Robert W. Petton has applied for a specific use permit to allow automotive services, except repairs, in a NC (Neighborhood Commercial) District at 5290 Eastex Freeway, being Tract 99-B, Plat D-23, F. Bigner Survey, Beaumont, Jefferson County, Texas, containing 0.256 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow automotive services, except repairs, in an NC (Neighborhood Commercial) District at 5290 Eastex Freeway, subject to the following conditions:

- No repairs; and
- Wheel stops to be placed in parking spaces

; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow automotive services, except repair, in a NC (Neighborhood Commercial) District at 5290 Eastex Freeway, being Tract 99-B, Plat D-23, F. Bigner Survey, Beaumont, Jefferson County, Texas, containing 0.256 acres, more or less, as shown on Exhibit "A," attached hereto, is hereby granted to Robert W. Petton, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- No repairs; and
- Wheel stops to be placed in parking spaces

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

File 2220-P: Request for a specific use permit to allow automotive services except repair in a NC (Neighborhood Commercial) District.

Location: 5290 Eastex Freeway

Applicant: Robert Petton.

N

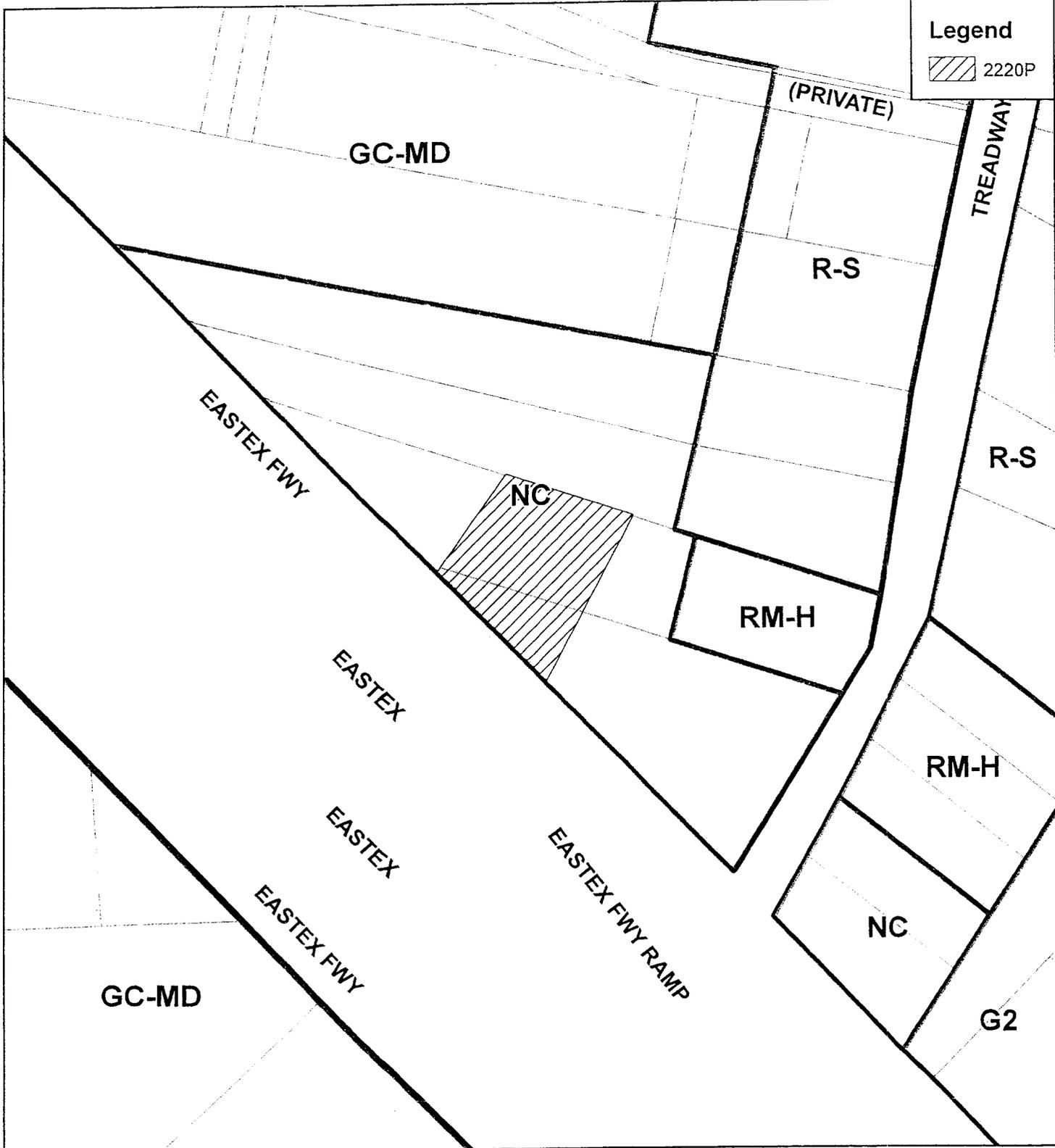
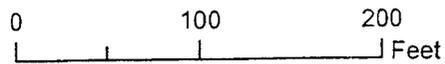
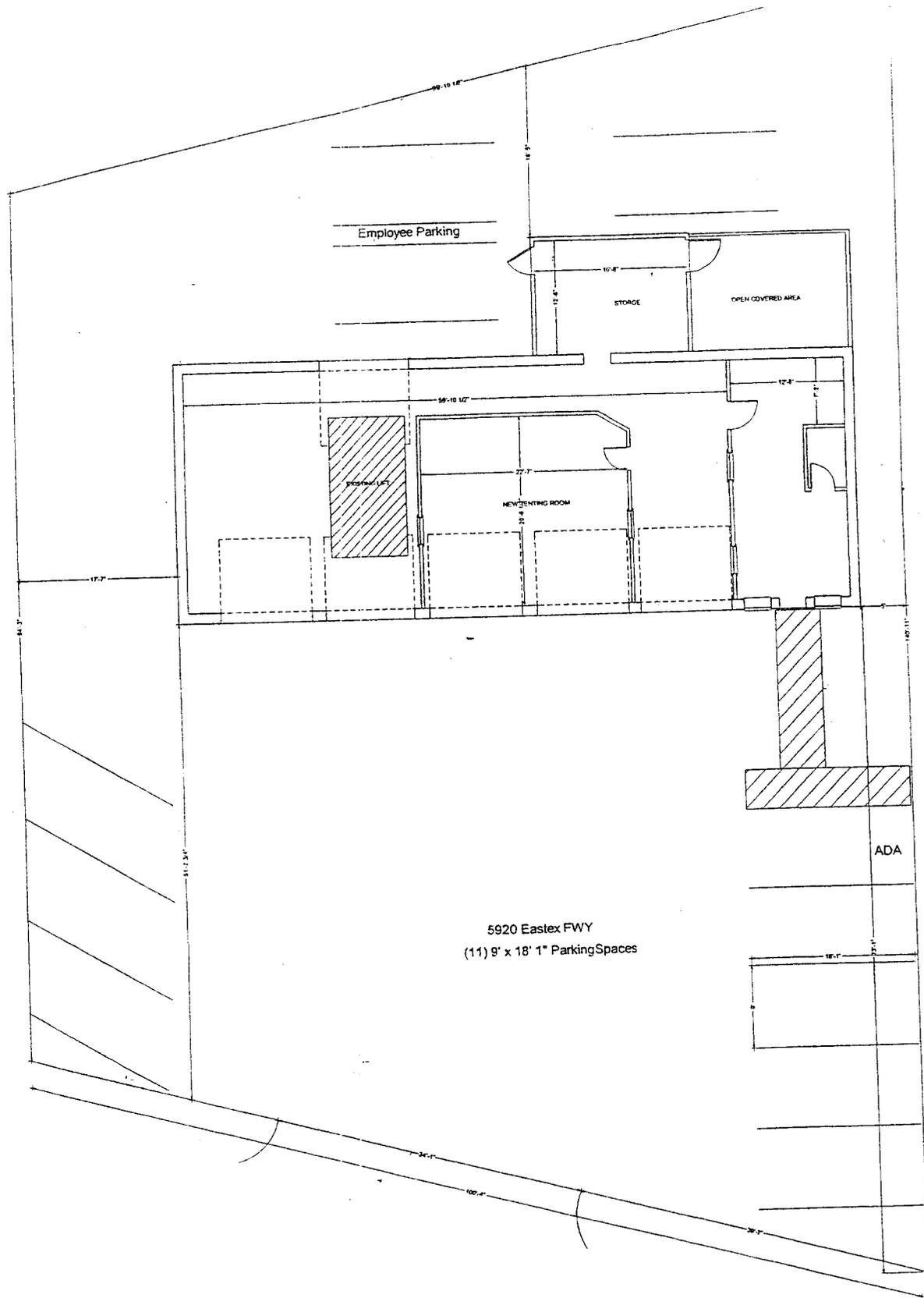


EXHIBIT "A"



Approval subject to the following condition:

1. Wheel stops be placed in parking spaces.

EXHIBIT "B"

December 9, 2014

Consider a request to abandon an approximately 106.1' x 55' undeveloped portion of 6th Street S



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a request to abandon an approximately 106.1' x 55' undeveloped portion of 6th Street S.

BACKGROUND

Compton Chapel Church of God in Christ is requesting the abandonment of an undeveloped portion of 6th Street S., south of Brenham Street. This portion of 6th Street S. is adjacent to and maintained by the church. Compton Chapel is asking that as little easement as possible be retained as they would like to use the property to install a driveway. Power lines along the east right-of-way line will require a minimum easement of 10 feet.

At a Joint Public Hearing held November 17, 2014, the Planning Commission recommended 5:0 to approve the abandonment of an approximately 106.1' x 55' undeveloped portion of 6th Street S. south of Brenham Street, subject to the following condition:

- 1) Retention of a 10 foot easement along the east right-of-way line of S. 6th Street.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

**APPLICATION FOR RIGHT-OF-WAY
OR UTILITY EASEMENT ABANDONMENT
CITY OF BEAUMONT, TEXAS**

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)
OR RIGHT-OF-WAY BUT RETAIN UTILITY EASEMENT.

NAME OF APPLICANT: Compton Chapel Church of God in Christ PHONE: (409) 331-4544 FAX: (409) 839-4580

AUTHORITY OF APPLICANT: Representative - Delores "Dee" Cheavis, Broker/Owner

NAME OF OWNER: DEE RICHARD KREST, LLC
Pastor Benjamin K. Lincoln, Pastor

ADDRESS: 3005 Brenham St. PHONE: (409) 8334237 FAX: ---
Bmt, TX. 77701

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: Approximately 106.1' x 55' piece of undeveloped Sixth St. Row south of Brenham St. minus the least amount of retention.
PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT): Undeveloped extension of Sixth Street - at Brenham Street.

ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT Approximately 106.1' x 55' piece of undeveloped
BLOCK NO. _____ PLAT Sixth St. Row south of Brenham St.
ADDITION _____ SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE \$300.00 APPLICATION FEE, THE ACTUAL COST OF NECESSARY APPRAISALS AND TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST IN THE PROPERTY SHALL BE CHARGED.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT: Delores "Dee" Cheavis DATE: 10-22-2014

PLEASE TYPE OR PRINT AND SUBMIT TO: PLANNING DIVISION, ROOM 205
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764 FAX (409) 880-3133

FILE NUMBER: 651-00
DATE RECEIVED: _____
RECEIPT NUMBER: _____

October 23, 2014

Re: Abandonment of approxiamtely 106.1' X 55' pieace of undeveloped Sixth St ROW south of Brenham St minus the least amount of retention.

Name of Applicant: Compton Chapel Church of God IN Christ

3005 Brenham Street, Beaumont, Texas 77701

Dear Sirs,

Please grant Compton Chapel Church of God In Christ the abandonment Right of Way (ROW) for the above described property. The Church intents to install a driveway in the location of the proposed abandoned ROW.

Enclosed are two letters from the adjacent property owners, who do not object to this ROW abandonment. Compton Chapel Church of God In Christ has been a long time fixture in our community and would greatly appreciate the proposed abandonment of the Right Of Way (ROW).

Respectfully,



Delores "Dee" Chevis/Broker,

October 23, 2014

Re: Description of Right of Way located at approximate 106.1' X 55" piece of undeveloped Sixth Street Right of Way (ROW) south of Breham Street minus the least amount of easement retention.

Dear Sirs:

I am one of the property owners adjoining the above described ROW to be abandoned for use by the Compton Chapel Church of God IN Christ. I am located in the rear or immediately south of the referenced property. I have no objections to the Church abandoning the described (approximate) 106.1' X 55' piece of undeveloped Sixth Street ROW south of Breham Street minus the least amount of easement retention.

I can be reached at: J. T. Wheeler, 500 South Fourth Street. Beaumont, Texas 77701.

Thank you,

 10-23-14

J. T. Wheeler, Owner of TR30

(South of subject property)

October 22, 2014

Re: Description of Right of Way located at approximate 106.1' X 55' piece of undeveloped Sixth Street Right of Way (ROW) south of Brenham Street minus the least amount of easement retention.

Dear Sirs:

I am one of the property owners adjoining the above described ROW to be abandoned for use by the Compton Chapel Church of God In Christ. I am located on the east side of the referenced property. I have no objections to the Church abandoning the described (approximate) 106.1' X 55' piece of undeveloped Sixth Street ROW south of Brenham Street minus the least amount of easement retention.

I can be reached at: Brittan Properties, Inc, PO Box 20155, Beaumont, Texas, 77720.

Thank you,

 10/23/14

Lee Brittan, Owner of TR1, TR2, TR2-A, TR5, TR6, TR6-A

(Between Fourth Street, Hollywood Avenue, and Sixth Street)

ORDINANCE NO.

ENTITLED AN ORDINANCE VACATING AND ABANDONING APPROXIMATELY 106.1' X 55' OF AN UNDEVELOPED PORTION OF S. 6TH STREET, SOUTH OF BRENHAM STREET, CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, the Compton Chapel Church of God in Christ has requested the abandonment of approximately 106.1' x 55' of an undeveloped portion of S. 6th Street, south of Brenham Street, being a 106.1' x 55' portion of 6th Street beginning at the south right-of-way line of Brenham Street and running in an southerly direction for a distance of 106.1', City of Beaumont, Jefferson County, Texas, containing 0.132 acres, more or less, as shown on Exhibit "A," attached hereto, and;

WHEREAS, the City Council has considered the purpose of said abandonment and is of the opinion that the road right-of-way is no longer necessary for municipal street purposes and the abandonment of said right-of-way is in the best interest of the City and should be granted subject to the retention of an easement in favor of the City of the area abandoned;

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

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

THAT approximately 106.1' x 55' of an undeveloped portion of S. 6th Street, south of Brenham Street, being a 106.1' x 55' portion of 6th Street beginning at the south right-of-way line of Brenham Street and running in an southerly direction for a distance of 106.1',

City of Beaumont, Jefferson County, Texas, containing 0.132 acres, more or less, as shown on Exhibit "A," attached hereto, be and the same is hereby vacated and abandoned subject to the retention of an easement in favor of the City of Beaumont to the area abandoned and that title to such otherwise abandoned right-of-way shall revert to and become the property of the persons entitled thereto by law.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

851-OB: Request to abandon an approximately 106.1' x 55' undeveloped portion of 6th Street.

Applicant: Compton Chapel Church of God in Christ

Location: South of Brenham Street

N

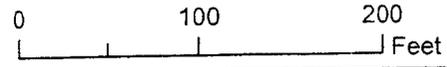


EXHIBIT "A"

December 9, 2014

Consider amending Section 28.04.002(a)(6) of the Code of Ordinances, related to Off Street Parking and Loading Regulations



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider amending Section 28.04.002(a)(6) of the Code of Ordinances, related to Off Street Parking and Loading Regulations.

BACKGROUND

Staff is proposing an amendment to the Zoning Ordinance to adjust the parking requirements for gaming rooms. An ordinance providing for the licensing and permitting of gaming sites and gaming machines being operated in the City of Beaumont was recently enacted in order to regulate the growing number of these uses. In reviewing gaming sites that have applied for these newly required licenses and permits, it has become apparent that existing parking requirements do not meet the needs of these establishments. Therefore, staff recommends the following amendment to Sec. 28.04.002(a)(6) Off-street parking and loading regulations :

PARKING GROUP TABLE

Parking Group	Required Number of Off-Street Parking Spaces
12	One (1) space for each 200 square feet of gross floor area and two (2) spaces per pump island with a minimum of six (6) spaces. <i>For Gaming Sites, one (1) space for each 75 square feet of gross floor area if gaming exceeds 35% of the gross floor area.</i>

At a Joint Public Hearing held November 17, 2014, the Planning Commission recommended 5:0 to approve amending Section 28.04.002(a)(6) of the Code of Ordinances.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28, SECTION 28.04.002(a)(6) PARKING GROUP TABLE OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 28, Section 28.04.002(a)(6), Parking Group Table, Parking Group 12, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to read as follows:

PARKING GROUP TABLE

Parking Group	Required Number of Off-Street Parking Spaces
12	One (1) space for each 200 square feet of gross floor area and two (2) spaces per pump island with a minimum of six (6) spaces. For Gaming Sites, one (1) space for each 75 square feet of gross floor area if gaming exceeds 35% of the gross floor area.

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 9th day of December, 2014.

- Mayor Becky Ames -

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of twenty (20) patrol vehicles for use by the Police Department, Fire Department and Emergency Medical Services from Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of \$617,100 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

December 9, 2014

Consider a resolution authorizing the City Manager to approve a change order for emergency repairs to the contract with Allco, Ltd., for the Surface Water Treatment Plant Improvements Phase I Project

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Hani J. Tohme, P.E., City Utilities Director *H.J.*

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to approve a change order for emergency repairs to the contract with Allco, Ltd., for the Surface Water Treatment Plant Improvements Phase I Project.

BACKGROUND

The City Council approved a contract with Allco, Ltd., on May 8, 2008, in the amount of \$8,041,191.50. The contract renovated the pulsators, constructed new chlorine and chemical feed facilities, and installed new 1500KW generators to increase the efficiency and reliability of the Water Treatment Plant.

The City Council approved a change order on April 29, 2014, to construct a bypass line to transfer water from the inlet filters to the ground storage tank. The existing 72-inch diameter line is leaking and must be repaired. The line cannot be taken out of service for more than four (4) hours without impacting the water supply to the City. Therefore, a bypass line has to be built in order to isolate the 72-inch line to repair it. While constructing the bypass, existing concrete surrounding 60 linear feet of the 72-inch line was discovered that required its removal manually to minimize any further damage. The 72-inch line will be repaired once the bypass line is constructed. The emergency repairs to remove the concrete and backfill the necessary areas around the pipe had a cost of \$142,856.45.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No Nine
DATE: December 2, 2014

PROJECT: City of Beaumont, Texas
Surface Water Treatment Plant Improvements Phase I

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

CONTRACTOR: Allco, Inc.
6720 College Street
Beaumont, Texas 77707

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

Reason for Change: Additional improvements to the project as described below.

ORIGINAL CONTRACT AMOUNT:	\$ 8,041,191.50
CHANGE ORDER No. 1	\$ 239,066.95
CHANGE ORDER No. 2	\$ 26,195.75
CHANGE ORDER No. 3	\$ 209,871.72
CHANGE ORDER No. 4	\$ 200,207.75
CHANGE ORDER No. 5	\$ 155,026.00
CHANGE ORDER No. 6	\$ 54,407.08
CHANGE ORDER No. 7	\$ 5,337.00
CHANGE ORDER No. 8	\$ 313,350.00

THIS CHANGE ORDER

<u>Description:</u>	<u>Net Change</u>
Furnish all necessary labor, materials, and equipment to remove the existing concrete that was discovered when attempting to uncover the existing 72-inch line that transfers water from the inlet filters to the ground storage tank. This concrete must be removed manually to minimize any potential damage to this large line.	\$ 142,856.45
TOTAL AMOUNT OF THIS CHANGE ORDER	\$ 142,856.45
TOTAL AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 1,203,462.25
TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	\$ 9,387,510.20

CONTRACT TIME	465 Calendar Days
Additional Contract Time From Previous Change Orders:	489 Calendar Days
Additional Time Requested:	120 Calendar Days
Total Additional Time:	609 Calendar Days
Revised Contract Time:	1074 Calendar Days

CONDITION OF CHANGE:

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

Recommended by:	Approved by:	Accepted by:
	_____	_____
City of Beaumont Director of City Utilities	City of Beaumont Owner	Allco, Inc. Contractor
Date: <u>11/25/14</u>	Date: _____	Date: _____

RESOLUTION NO.

WHEREAS, on May 6, 2008, the City Council of the City of Beaumont, Texas, passed Resolution No. 08-137 awarding a contract in the amount of \$8,041,191.50 to Allco, Ltd., of Beaumont, Texas, for the proposed Surface Water Treatment Plant Improvements Phase I Project; and,

WHEREAS, on December 23, 2008, the City Council of the City of Beaumont, Texas passed Resolution No. 08-351 authorizing Change Order No. 1, in the amount of \$239,066.95, to furnish labor, equipment and material to install a new alum tank, the removal and disposal of deteriorated existing precast pipe supports, and furnish labor, equipment and material to install stainless steel pipe supports for each of the three (3) pulsators, thereby increasing the contract amount to \$8,280,258.45; and,

WHEREAS, on February 10, 2009, the City Council of the City of Beaumont, Texas passed Resolution No. 09-040 authorizing Change Order No. 2, in the amount of \$26,195.75, to increase the pulsator concrete and crack repairs in excess of bid quantities in Pulsator #2, including labor and materials, thereby increasing the contract amount to \$8,306,454.20; and,

WHEREAS, on July 14, 2009, the City Council of the City of Beaumont, Texas passed Resolution No. 09-209 authorizing Change Order No. 3, in the amount of \$209,871.72, to demolish electric manhole duct banks, change PVC conduit to Rigid Galvanized Steel conduit at Electric Building, remove abandoned 24-inch pipeline, install handrails at Pulsator raw water channel, provide emergency power for SCADA transmitter, replace (2) 48-inch flow meters with (2) 36-inch flow meters with adaptors for accuracy, upgrade all windows and doors in Chemical Building to Hurricane rated, install new duct

bank from electric manhole to switch rack, place PatchCrete wainscoat over exposed concrete block at Chemical Building, install Chemical Building roof drain line to existing catch basin, replace existing 4x4 wooden chlorine ton container runners with 40 lb. steel rail, sample pump modifications to submersible pumps in lieu of centrifugal pumps, repair leakage and concrete damage to the walls of the existing Mixed Water Channel, including repair of through-the-wall cracks with Combiflex, epoxy injection of 562 linear feet of cracks and sandblasting and coating of the exterior of the channel at Pulsators 1, 2, and 3, replace trolley hoist for Chemical Building, install electric manhole EMH-7, paint the external Vacuum Chamber structures for Pulsators 1, 2, and 3, and additional 900 linear feet of 4-inch electrical PVC electrical installation to Administration Building from electrical switchgear manhole, thereby increasing the contract amount to \$8,516,325.92; and,

WHEREAS, on January 19, 2010, the City Council of the City of Beaumont, Texas passed Resolution No. 10-012 authorizing Change Order No. 4, in the amount of \$200,207.75, to furnish and install stairs and platforms for the new generators, weld monorail joints in the Chlorine Building, provide concrete paving around the Electrical Building, clean and re-caulk joints on the 5 MG clearwell cap, install ladders and step platforms in the meter vault, install a 6-inch liner wall at the mixed water channel, replace (2) magna drives at the backwash pumps, install a 3-inch PVC chlorine solution line from Chemical Building to the Filter Building, add PVC expansion joints on wash lines in the Pulsator Basins, pulsator concrete and crack repairs in excess of bid quantities in Pulsator #3 (including labor and materials), reconfigure chemical metering pump piping, and upgrade electrical to the Radio Building and Metal Storage Building, thereby increasing the contract amount to \$8,716,533.67; and,

WHEREAS, on May 25, 2010, the City Council of the City of Beaumont, Texas passed Resolution No. 10-144 authorizing Change Order No. 5, in the amount of \$155,026.00, to upgrade the Operations Building windows and doors to hurricane rating, install concrete barriers at east side of Plant, install epoxy coating liner on Mixed Water Channel floor and walls, install 10 concrete perimeter barriers between fence and filter structure, install concrete perimeter barriers at north end of Plant, install concrete perimeter barriers at Lawsons Canal Bridge on Marina Drive, and revise airlines at the pulsator sludge valves, thereby increasing the contract amount to \$8,871,559.67; and,

WHEREAS, on June 21, 2011, the City Council of the City of Beaumont, Texas passed Resolution No. 11-174 authorizing Change Order No. 6, in the amount of \$54,407.08, for the removal and shoring up of the filter media, improvements to the bulk storage tank, repairs to the block wall coatings, improvements to the electrical wiring of the Chemical Building, and the removal of Schedule 80 PVC piping and installation of Schedule 40 galvanized steel piping as part of the wash water system in all three (3) pulsators, thereby increasing the contract amount to \$8,925,966.75; and,

WHEREAS, on October 30, 2012, the City Manager executed Change Order No. 7, in the amount of \$5,337.00, thereby increasing the contract amount to \$8,931,303.75; and,

WHEREAS, on April 29, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-098 authorizing Change Order No. 8, in the amount of \$313,350.00, to furnish all labor, materials, and equipment to construct a bypass line to transfer water from the inlet filters to the ground storage tank, thereby increasing the contract amount to \$9,244,653.75; and,

WHEREAS, Change Order No. 9, in the amount of \$142,856.45, is required to furnish all labor, materials and equipment to provide emergency repairs to remove the concrete and backfill necessary areas around an existing 72-inch line that transfers water from the inlet filters to the ground storage tank, thereby increasing the contract amount to \$9,387,510.20;

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

THAT the City Manager be and he is hereby authorized to execute Change Order No. 9 for emergency repairs in the amount of \$142,856.45, thereby increasing the contract amount to \$9,387,510.20 for the Surface Water Treatment Plant Improvements Phase I Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

December 9, 2014

Consider amending Section 2.04.003 of the Code of Ordinances to allow employees to accrue paid-time off (PTO) in lieu of personal and vacation leave

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Lillie Babino, Human Resources Director

MEETING DATE: December 9, 2014

REQUESTED ACTION: Council consider amending Section 2.04.003 of the Code of Ordinances to allow employees to accrue paid-time off (PTO) in lieu of personal and vacation leave.

BACKGROUND

In a work session held on November 12, 2014, the Human Resources Director presented to Council proposed revisions to Section 2.04.003 which addresses leave times provided to civilian employees.

Currently, the Code of Ordinances allows employees to accrue one week of personal leave per year and between two and five weeks of vacation leave per year depending on their years of service. There are three main points included in the proposed revisions: (1) employees would no longer accrue personal or vacation leave and would instead accrue paid-time off (PTO) at a rate of three weeks to six weeks per year depending upon their years of service, (2) the new proposal would adjust the current accrual schedule, so that mid- and long-term employees accrue leave at a slightly higher rate than is currently allowed, and (3) new employees would be eligible to use up to five days of PTO within their first six months of employment with the City of Beaumont.

The proposed changes to the Code of Ordinance would only be applicable to civilian employees and would be effective January 1, 2015.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

Vacation Accrual Comparison

City of Beaumont
(Vacation Only - Proposed)

Notes

Years of Service	Accrual Rate	
0-5	80 hrs (10 days)	
5-10	120 hrs (15 days)	*assuming 8hr work day
10-20	160 hrs (20 days)	
20+	200 hrs (25 days)	

Texas Department of Criminal Justice (TDCJ)
(Vacation Accrual)

Notes

Years of Service	Accrual Rate	
0-2	96 hrs (12 days)	
2-5	108 hrs (13.5 days)	
5-10	120 hrs (15 days)	
10-15	132 hrs (16.5 days)	*assuming 8hr work day
15-20	156 hrs (19.5 days)	
20-25	180 hrs (22.5 days)	
25-30	204 hrs (25.5 days)	
30-35	228 hrs (28.5 days)	
35+	252 hrs (31.5 days)	

Jefferson County
(Vacation Schedule)

Notes

Years of Service	Accrual Rate	
1-5	80 hrs (10 days)	
5-10	120 hrs (15 days)	*assuming 8hr work day
10-15	160 hrs (20 days)	
15+	200 hrs (25 days)	

City of Nederland
(Vacation Schedule)

Notes

Years of Service	Accrual Rate	
1-4	80 hrs (10 days)	
5-9	120 hrs (15 days)	*assuming 8hr work day
10-19	160 hrs (20 days)	
20-24	200 hrs (25 days)	
25+	240 hrs (30 days)	

City of Tyler
(Vacation Schedule)

Notes

Years of Service	Accrual Rate	
0-5	144 hrs (18 days)	
5-10	168 hrs (21 days)	*assuming 8hr work day
10-20	192 hrs (24 days)	
20+	208 hrs (26 days)	

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 2, BY REPEALING ARTICLE 2.04, SECTION 2.04.003 AND ADOPTING A NEW CHAPTER 2, ARTICLE 2.04, SECTION 2.04.03 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS BY REVISING CIVILIAN EMPLOYEE LEAVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 2 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Article 2.04, Section 2.04.003 and a new Article 2.04, Section 2.04.003 is adopted to read as follows:

Sec. 2.04.003 Leave

(a) Regular full-time civilian employees regularly assigned to work forty (40) hours (average 56 hours - EMT/paramedic employees) per week shall earn paid time off on a biweekly basis in accordance with the following schedules:

(1) Paid Time Off

Full Years of Service	Hours Per Pay Period	Hours Per Year	Weeks Per Year
0-5	4.62	120	3
5-10	6.16	160	4
10-20	7.69	200	5
20+	9.23	240	6

Each regular full-time civilian employee shall earn paid time off leave only when he/she is paid for forty (40) hours (average of 56 hours - EMT/paramedic employees) each week of the pay period.

Full Years of Service	Hours Per Pay Period	Hours Per Year	Weeks Per Year
0-5	6.47	168	3
5-10	8.61	224	4
10-20	10.77	280	5
20+	12.92	336	6

- (b) An employee who is regularly assigned to work more than forty (40) hours per week shall have paid time off and short-term disability accrual amended to reflect the percentage that their expanded work schedule exceeds forty (40) hours per week.
- (c) An employee may not carry more than nine hundred sixty (960) hours of paid time off leave into the next calendar year (1344 hours - EMT/paramedic employees).
- (d) Employees who are separated from employment before completing twelve (12) months of continuous service shall not be entitled to payment for unused paid time off leave.
- (e) An employee who is on leave of absence without pay shall not earn paid time off leave during that period of time.
- (f) Each regular full-time employee shall earn paid time off leave which may be available for use for any purpose upon employment with the supervisor's approval.
- (g) Each regular full-time employee who leaves the city after completing twelve (12) continuous months of service will be paid for all accumulated paid time off leave; however, if the accumulated paid time off leave exceeds nine hundred sixty (960) hours, the employee will not be paid for any short term disability (sick leave) accumulated prior to October 1, 1991.
- (h) Short-term disability. Each regular full-time employee regularly assigned to work forty (40) hours (average of 56 hours - EMT/paramedic employees) per week shall earn a maximum of ninety-six (96) hours of short-term disability per year (134.4 hours - EMT/paramedic employees). Such employee shall earn short-term disability leave only when he/she is paid for forty (40) hours (average of 56 hours - EMT/paramedic employees) each week of the pay period.
- (i) An employee may use his/her earned paid time off, compensatory time or leave without pay to satisfy the forty (40) hours (average of 56 hours - EMT/paramedic employees) condition of absence for the same non-job related illness, injury or disability as a requirement to using short-term disability.

(j) Each regular full-time employee may accumulate up to seven hundred twenty (720) hours of short-term disability leave (1008 hours - EMT/paramedic employees).

(k) Upon termination, an employee shall not be paid for any short-term disability hours which the employee has on the date of termination in excess of the number of hours existing as of September 30, 1991.

(l) An employee who leaves the city after completing twelve (12) month of continuous service and had accumulated short-term disability leave (sick leave) prior to October 1, 1991, shall be paid upon termination for such leave if such leave in combination with accumulated paid time off does not exceed a combined total of nine hundred sixty (960) hours. The pay for such unused accumulated hours of short-term disability leave (sick leave) shall be at the employee's rate of pay as of September 30, 1991.

Section 2.

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

Section 3.

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

Section 4.

That this ordinance shall be effective from and after January 1, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of December, 2014.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss potential economic development agreements with Pate Development related to a proposed hotel and water park development to be located at Ford Park