



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS DECEMBER 16, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – December 9, 2014
- * Confirmation of committee appointments
- A) Authorize the City Manager to execute all documents necessary, specifically including a License Agreement, for the Beaumont Police Department to continue to maintain a Police Substation at Parkdale Mall

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 16, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary, specifically including a License Agreement, for the Beaumont Police Department to continue to maintain a Police Substation at Parkdale Mall.



BACKGROUND

The Beaumont Police Department has had a Police Substation at Parkdale Mall for approximately eighteen (18) years.

FUNDING SOURCE

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

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -

LICENSE AGREEMENT

Revised: 4/17/2014

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

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

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

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

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

Terms Chart

Unit	Square Footage	Start	End
H-848	800.00	10/1/2014	9/30/2015

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

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

Minimum Fee(s):					
Description	Unit	Start Date	End Date	Fee	Total Fee
Base Rent L. A.	H-848	10/01/2014	10/01/2014	\$1.00	\$1.00

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

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

6. **Damage Deposit:** Licensee deposits herewith the sum of \$0.00, due upon Licensee's execution of this Agreement unless otherwise noted, Waived as a damage deposit as a surety for the performance by Licensee of the terms of this Agreement under which Licensee may be in default or for any sum which Licensor may expend by reason of Licensee's default in respect of any of the terms of this Agreement including any damages which may result to the License Area or any other portion of the Shopping Center. Within 30 days after the expiration or earlier termination of the term of this Agreement there shall be an accounting with payment to Licensor or reimbursement to Licensee, as the case may be, of the aforesaid sum. As used in this paragraph, the term "expiration" shall mean the latest End Date listed in the Terms Chart.
7. **Condition of License Area:** Licensee has inspected each License Area identified in the Terms Chart, and accepts each "as is" with no representation or warranty by Licensor regarding the condition of the License Area or its suitability for Licensee's use or occupation thereof. Licensor has no obligation to secure or repair the License Area unless the obligation is set forth in this Agreement.
8. **Licensee's Construction, Design and Merchandising Requirements:** All costs and expenses (including permits or licenses) attributable to the construction of the License Area by Licensee shall be borne by Licensee. Licensee shall not commence construction of the License Area or make any alterations or additions to the License Area without first obtaining Licensor's written approval of the location, scope and design, which may be withheld in Licensor's sole discretion, nor shall Licensee perform any work prior to the execution of this Agreement. All Licensee work and any signage or visual displays shall be in accordance with the design criteria and requirements set forth in the Rider. Licensee understands and agrees to implement visual merchandising recommendations of Licensor and change visual merchandising presentation as requested by Licensor.
9. **Permits and Taxes:** Licensee shall be responsible for obtaining any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on at or for the use of the License Area. No unlawful activities shall be permitted in the use of the License Area. The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted. Any and all taxes, fees and assessments which may be levied or assessed on the assets, business or capital of Licensee, by any duly constituted government authority, and any taxes, fees for use, copyright or license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof, shall be borne by Licensee.
10. **Operating Requirements:** The License Area shall remain open for business at all times designated by Licensor. With respect to each License Area identified in the Terms Chart, Licensee shall operate in the entire License Area continuously and uninterruptedly while this Agreement is in effect, and in a first class manner. Licensee shall observe all operating rules and regulations for the Shopping Center and Licensee's occupancy therein which Licensor may promulgate from time to time, including but not limited to the rules set forth in Exhibit B attached hereto and incorporated herein. Licensee acknowledges and recognizes that its failure to continuously operate during the hours stipulated by Licensor or to observe the rules will cause a loss of goodwill to Licensor by the Shopping Center's customers and other uncertain damages to Licensor which are not easily ascertainable, and for each License Area where Licensee fails to operate, Licensee hereby agrees to pay Licensor \$100.00 per day as liquidated damages, and not as a penalty, for any period of noncompliance. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the License Area.
11. **Repair and Maintenance:** Licensee shall maintain, at its sole cost and expense, the License Area in good condition and make all necessary replacements and repairs to the License Area except for structural repairs. In addition to all other remedies of Licensor, if Licensee does not complete its obligations to repair and maintain the License Area, or if Licensor, in the exercise of its sole discretion, determines that emergency repairs are necessary, or repairs or replacement of any portion of the License Area or the Shopping Center are made necessary by any act, omission, or negligence of Licensee or its agents, employees, contractors, or assignees, then in any such event, Licensor may make such repairs, maintenance, or replacements without liability to Licensee for any loss or damage to Licensee, its merchandise, fixtures, or other property, or to Licensee's business by reason of such repair, maintenance, or replacement. Upon completion of any such repair, maintenance, or replacement Licensee shall pay upon demand, as additional fees, Licensor's costs for making such repairs, maintenance, or replacements together with Licensor's administrative costs related thereto which amount shall equal 20% of the total cost of the repair, maintenance, or replacement. Furthermore, Licensee shall immediately notify Licensor of any defects or unsafe conditions in the common areas immediately adjacent to the License Area.
12. **Insurance:** With respect to each License Area identified in the Terms Chart,
- (a) Licensee shall obtain and provide, on or before the earlier of the commencement of the Term or Licensee's entering the License Area for any purpose, and keep in force at all times thereafter, the following insurance coverage's with respect to the License Area at Licensee's sole cost and expense: (i) Commercial General Liability Insurance, with contractual liability endorsement, relating to the License Area and its appurtenances on an occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, death and property damage; (ii) Property Insurance, and such other coverage's as Licensor may reasonably elect to require in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein; (iii) Business Interruption Insurance covering those risks referred to in (ii) above in an amount equal to all Minimum Annual Rent and other sums payable under this Agreement for a period of twelve (12) months commencing with the date of loss; (iv) as required by the law of the State where the License Area are located, Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Licensee or any repair or alteration authorized by this License or consented to by Licensor, and all employees and agents of Licensee with respect to whom death or bodily injury claims could be asserted against Licensor or Licensee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSOR:
PARKDALE MALL CMBS, LLC, a Delaware limited liability company
by CBL & Associates Management, Inc., its managing agent

By: _____
Print Name: _____
Its: _____
Date: _____

LICENSEE:
City of Beaumont

By: _____
Print Name: _____
Its: _____
Date: _____

RIDER TO LICENSE AGREEMENT

Revised: 4/18/2014

Project #: 100-451

Deal Type: Inline

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

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

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

19. The minimum fee end date set forth in Section 4 will be December 30, 2014.

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

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

Exhibit B

Rules and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEAUMONT

— T E X A S —

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS DECEMBER 16, 2014 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-3 and 5/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution awarding a six month contract to APAC-Texas, Inc. for the purchase of asphaltic concrete for use in the Streets and Drainage Division
2. Consider a resolution approving the purchase of twenty vehicles from Caldwell Country Chevrolet of Caldwell for use in the Police Department, Fire Department and Emergency Medical Services Division
3. Consider a resolution approving the purchase of two mini-excavators and one track loader from Waukesha-Pearce Industries, Inc. of Port Arthur for use in the Water Utilities Department

PUBLIC HEARING

- * Dangerous Structures
- 4. Consider an ordinance and a resolution declaring certain structures to be dangerous structures and ordering their removal within 10 days or authorizing the property owner to enroll the dangerous structure in a work program

COMMENTS

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

EXECUTIVE SESSION

- * Consider matters related to appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Section 551.074 of the Government Code to wit:

Ward IV City Councilmember

5. Consider the appointment of a resident of Ward IV to the position of Ward IV Councilmember

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.

PUBLIC HEARING DECEMBER 16, 2014: Unsafe Substandard Structures

Consider approval of an ordinance and resolution declaring certain structures to be unsafe substandard structures and ordering their removal within 10 days or authorizing the property owner to enroll the unsafe structure in a work program.

308 Alabama	7790 Lawrence
1755 Amelia & auxiliary buildings	1058 Lee
1350 Avenue D	2085 Leiper
2265 Blanchette	1194 Liberty
3085 Blanchette	2350 Liberty
3066 Bolivar	4125 Lou
7810 Broussard & auxiliary buildings	670 M L King Jr Pky
11755 Carpenter	680 M L King Jr Pky
11775 Carpenter	755 Maple
2008 Cartwright	1355 Montrose & auxiliary building
1120 Center & storage	1910 Nora
1005 Church	1930 Nora
150 Clark	7955 Old Voth Rd & auxiliary building
5270 Concord	1655 Pauline & auxiliary building
2210 Delaware	2270 Pear
930 Delmar	2365 Pierce (front structure & garage)
4550 Detroit	3110 Pine
4880 Detroit & auxiliary buildings	1015 Pope & shed
2340 S. 8 th	2148 Pope
2705 Euclid	2440 Potts
1369 Forrest	3450 Pradice
1527 Gladys & shed	2015 Primrose & shed
3305 Glenwood	2525 Primrose
3440 Glenwood	3340 Redwood
3240 Grand	2925 Roberts
1792 Hazel & auxiliary buildings	2605 San Jacinto
1960 Hebert	325 7 th
2135 Hemlock	9475 Shepherd
788 Highland	839 Stanton
3850 Houston	2055 Utica & garage
685 Irma	675 Woodrow

December 16, 2014

Consider a resolution awarding a six month contract to APAC-Texas, Inc. for the purchase of asphaltic concrete for use in the Streets and Drainage Division



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: December 16, 2014

REQUESTED ACTION: Council consider a resolution awarding a six (6) month contract to APAC-Texas, Inc., for the purchase of asphaltic concrete in the estimated total amount of \$3,321,000.

BACKGROUND

Bids were requested from four (4) local vendors to provide a six (6) month contract for asphaltic concrete to be used by the Streets and Drainage Division. Cold laid asphaltic concrete is used for repairing potholes and small sections of a street, while hot laid asphaltic concrete is used for repairs and repaving of larger street sections. It is estimated that approximately 50,000 tons of hot laid asphaltic concrete and 2,000 tons of cold laid asphaltic concrete will be used during the term of the contract.

Specifications requested unit pricing for both plant pickup by City personnel and job site delivery by the vendor. Bid responses were received from two (2) vendors. APAC-Texas submitted the low total bid. The bidder met all product requirements specified and has previously held the contract satisfactorily.

The new pricing represents an approximate \$7.23 per ton reduction in Hot Mix/Hot Laid material and a \$1.50 per ton reduction in Hot Mix/Cold Laid material.

FUNDING SOURCE

General Fund and Capital Program.

RECOMMENDATION

Approval of resolution.

Bid Tabulation is as follows:

Vendor City / State		APAC-TEXAS BEAUMONT		LD Construction Beaumont	
ITEM	Qty (Tons)	Unit Price	Total	Unit Price	Total
HOT MIX/HOT LAID					
Plant Pickup	15000	\$59.00	\$885,000.00	\$60.00	\$900,000.00
Delivered	35000	\$65.00	\$2,275,000.00	\$66.00	\$2,310,000.00
HOT MIX/COLD LAID					
Plant Pickup	1000	\$78.00	\$78,000.00	\$63.00	\$63,000.00
Delivered	1000	\$83.00	\$83,000.00	\$69.00	\$69,000.00
TOTAL BID			\$3,321,000.00		\$3,342,000.00

RESOLUTION NO.

WHEREAS, bids were solicited for a six (6) month contract for the purchase of asphaltic concrete for use by the Public Works Department, Streets and Drainage Division; and,

WHEREAS, APAC-Texas, Inc, of Beaumont, Texas, submitted a bid in the estimated amount of \$3,321,000 in the unit amounts shown below:

<i>Vendor City / State</i>		<i>APAC-TEXAS BEAUMONT</i>		<i>LD Construction Beaumont</i>	
<i>ITEM</i>	<i>Qty (Tons)</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
<i>HOT MIX/HOT LAID</i>					
<i>Plant Pickup</i>	<i>15000</i>	<i>\$59.00</i>	<i>\$885,000.00</i>	<i>\$60.00</i>	<i>\$900,000.00</i>
<i>Delivered</i>	<i>35000</i>	<i>\$65.00</i>	<i>\$2,275,000.00</i>	<i>\$66.00</i>	<i>\$2,310,000.00</i>
<i>HOT MIX/COLD LAID</i>					
<i>Plant Pickup</i>	<i>1000</i>	<i>\$78.00</i>	<i>\$78,000.00</i>	<i>\$63.00</i>	<i>\$63,000.00</i>
<i>Delivered</i>	<i>1000</i>	<i>\$83.00</i>	<i>\$83,000.00</i>	<i>\$69.00</i>	<i>\$69,000.00</i>
<i>TOTAL BID</i>			<i>\$3,321,000.00</i>		<i>\$3,342,000.00</i>

; and,

WHEREAS, City Council is of the opinion that the bid submitted by APAC-Texas, Inc., of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the bid submitted by APAC-Texas, Inc., of Beaumont, Texas, for a six (6) month contract for the purchase of asphaltic concrete for the Public Works Department, Streets and Drainage Division in the estimated amount of \$3,321,000 pursuant to the unit amounts shown above be accepted by the City of Beaumont.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -

December 16, 2014

Consider a resolution approving the purchase of twenty vehicles from Caldwell Country Chevrolet of Caldwell for use in the Police Department, Fire Department and Emergency Medical Services Division



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: December 16, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of twenty (20) vehicles from Caldwell Country Chevrolet of Caldwell, Texas in the amount of \$617,500 for use in the Police Department, Fire Department and Emergency Medical Services Division.

BACKGROUND

Eighteen (18) of the vehicles requested will replace units that are used in daily operations by the Patrol Division. The remaining two (2) units will replace supervisory vehicles utilized in the Fire Department and EMS Division. These vehicles are on a replacement cycle in order to keep serviceable units available at all times and may be disposed of after replacement according to the City's surplus property disposal policies or relocated to other divisions.

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

Standard warranties of five (5) years or 100,000 miles are provided for each vehicle. Warranty service is available from the local authorized dealer. Delivery is expected within sixty (60) to ninety (90) days.

FUNDING SOURCE

Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

Purchase of Fleet Vehicles

December 9, 2014

Page 2.

Item	Dept. or Division	Description	Qty.	Total Price
1	Police – Patrol	Chevrolet Tahoe	18	\$555,390.00
2	Fire – Administration	Chevrolet Tahoe	1	\$30,855.00
3	Health–EMS Administration	Chevrolet Tahoe	1	\$30,855.00
4	Buyboard Fee			\$400.00
Total				\$617,500.00

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) vehicles for use by the Police Department, Fire Department and Emergency Medical Services Division from Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of \$617,500 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -

December 16, 2014

Consider a resolution approving the purchase of two mini-excavators and one track loader from Waukesha-Pearce Industries, Inc. of Port Arthur for use in the Water Utilities Department



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 16, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of two (2) mini-excavators, and one (1) track loader from Waukesha-Pearce Industries, Inc. of Port Arthur in the amount of \$146,044.30 for use by the Water Utilities Department.

BACKGROUND

Both excavators and the track loader are used by Water Utilities in the maintenance and repair of the City's water and sewer systems. The first excavator will replace unit 5141, purchased in 2001, and having 6,470 operating hours has become unfit for service due to age and wear. The second unit is a new addition which will replace a unit that is being rented. The track loader will also replace a rental unit. Unit 5141 will be disposed of according to the City's surplus property disposal policies.

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

Warranties of three (3) years or 5,000 hours are provided for each unit. Warranty service is provided by the dealer.

FUNDING SOURCE

Remaining funds from financing approved by City Council in FY 2014.

RECOMMENDATION

Approval of resolution.

Purchase of Excavators and Track Loader

December 16, 2014

Page 2

Item	Dept. or Division	Description	Qty.	Total Price
1	Water Utilities	Takeuchi TB153FRCR Mini Excavator	1	59,998.95
2	Water Utilities	Takeuchi TB235CR Mini Excavator	1	43,713.95
3	Water Utilities	Takeuchi TL8RW Track Loader	1	41,931.40
4	Buyboard Fee			\$400.00
Total				\$146,044.30

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of two (2) mini-excavators and one (1) track loader for use by the Water Utilities from Waukesha-Pearce Industries, Inc., of Port Arthur, Texas, in the amount of \$146,044.30 through the BuyBoard Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -

PUBLIC HEARING

- * Dangerous Structures

December 16, 2014

Consider an ordinance and a resolution declaring certain structures to be dangerous structures and ordering their removal within 10 days or authorizing the property owner to enroll the dangerous structure in a work program

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 16, 2014

REQUESTED ACTION: City Council, after conducting a public hearing, consider an ordinance and resolution to declare the following sixty two (62) structures to be unsafe structures and order the owners to raze the said structures within ten (10) days. If the property owner fails to comply within ten (10) days, staff is requesting City Council authorization to demolish these structures without further notification to the property owner or City Council action. Additionally, if the property owner of a structure requests and is authorized by City Council to enroll in a work program, all delinquent taxes shall be paid in full or a payment plan shall be established prior to enrollment in the work program. Enrollment in the work program shall occur within ten days after the effective date of this ordinance.

1. 308 Alabama	2. 1755 Amelia & auxiliary bldgs
3. 1350 Avenue D	4. 2265 Blanchette
5. 3085 Blanchette	6. 3066 Bolivar
7. 7810 Broussard & auxiliary bldgs	8. 11755 Carpenter
9. 11775 Carpenter	10. 2008 Cartwright
11. 1120 Center & storage	12. 1005 Church
13. 150 Clark	14. 5270 Concord

15. 2210 Delaware	16. 930 Delmar
17. 4550 Detroit	18. 4880 Detroit & auxiliary buildings
19. 2340 S. 8th	20. 2705 Euclid
21. 1369 Forrest	22. 1527 Gladys & shed
23. 3305 Glenwood	24. 3440 Glenwood
25. 3240 Grand	26. 1792 Hazel & auxiliary buildings
27. 1960 Hebert	28. 2135 Hemlock
29. 788 Highland	30. 3850 Houston
31. 685 Irma	32. 7790 Lawrence
33. 1058 Lee	34. 2085 Leiper
35. 1194 Liberty	36. 2350 Liberty
37. 4125 Lou	38. 670 M L King Jr Pky
39. 680 M L King Jr Pky	40. 755 Maple
41. 1355 Montrose & auxiliary building	42. 1910 Nora
43. 1930 Nora	44. 7955 Old Voth Rd & auxiliary bldg
45. 1655 Pauline & auxiliary building	46. 2270 Pear
47. 2365 Pierce (front structure & garage)	48. 3110 Pine
49. 1015 Pope & shed	50. 2148 Pope
51. 2440 Potts	52. 3450 Pradice
53. 2015 Primrose & shed	54. 2525 Primrose
55. 3340 Redwood	56. 2925 Roberts
57. 2605 San Jacinto	58. 325 7 th
59. 9475 Shepherd	60. 839 Stanton
61. 2055 Utica & garage	62. 675 Woodrow

BACKGROUND

These structures have been inspected by the Building Codes Division and found to be unsafe structures as defined by the City of Beaumont's Code of Ordinances, Chapter 24, Article 24.04 Unsafe Substandard Structures, Division 1, Sec. 14.04.001 of the 2009 International Property Maintenance Code. Additionally, these structures have deteriorated to a condition that they are no longer considered suitable for repair.

FUNDING SOURCE

Funding is available through a grant with the Southeast Texas Regional Planning Commission and the Texas General Land Office (GLO).

RECOMMENDATION

Approval of the ordinance and resolution.

ORDINANCE NO.

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

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

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

1. 308 Alabama	2. 1755 Amelia & auxiliary bldgs
3. 1350 Avenue D	4. 2265 Blanchette
5. 3085 Blanchette	6. 3066 Bolivar
7. 7810 Broussard & auxiliary bldgs	8. 11755 Carpenter
9. 11775 Carpenter	10. 2008 Cartwright
11. 1120 Center & storage	12. 1005 Church
13. 150 Clark	14. 5270 Concord
15. 2210 Delaware	16. 930 Delmar
17. 4550 Detroit	18. 4880 Detroit & auxiliary buildings
19. 2340 S. 8th	20. 2705 Euclid
21. 1369 Forrest	22. 1527 Gladys & shed
23. 3305 Glenwood	24. 3440 Glenwood
25. 3240 Grand	26. 1792 Hazel & auxiliary buildings
27. 1960 Hebert	28. 2135 Hemlock
29. 788 Highland	30. 3850 Houston

31.685 Irma	32.7790 Lawrence
33.1058 Lee	34.2085 Leiper
35.1194 Liberty	36.2350 Liberty
37.4125 Lou	38.670 M L King Jr Pky
39.680 M L King Jr Pky	40.755 Maple
41.1355 Montrose & auxiliary building	42.1910 Nora
43.1930 Nora	44.7955 Old Voth Rd & auxiliary bldg
45.1655 Pauline & auxiliary building	46.2270 Pear
47.2365 Pierce (front structure & garage)	48.3110 Pine
49.1015 Pope & shed	50.2148 Pope
51.2440 Potts	52.3450 Pradice
53.2015 Primrose & shed	54.2525 Primrose
55.3340 Redwood	56.2925 Roberts
57.2605 San Jacinto	58.325 7 th
59.9475 Shepherd	60.839 Stanton
61.2055 Utica & garage	62.675 Woodrow

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

Section 2.

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

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

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 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 16th day of December, 2014.

- Mayor Becky Ames

RESOLUTION NO.

WHEREAS, sixty-two (62) structures have been inspected by the City of Beaumont Building Codes Division and found to be unsafe structures; and,

WHEREAS, the Hurricane Ike Disaster Recovery Program requires that a resolution be approved declaring that the structures should be demolished; and,

WHEREAS, the City Council finds the following sixty-two (62) structures to be unsafe structures and declares them to be public nuisances and orders that the structures be razed:

1. 308 Alabama	2. 1755 Amelia & auxiliary bldgs
3. 1350 Avenue D	4. 2265 Blanchette
5. 3085 Blanchette	6. 3066 Bolivar
7. 7810 Broussard & auxiliary bldgs	8. 11755 Carpenter
9. 11775 Carpenter	10. 2008 Cartwright
11. 1120 Center & storage	12. 1005 Church
13. 150 Clark	14. 5270 Concord
15. 2210 Delaware	16. 930 Delmar
17. 4550 Detroit	18. 4880 Detroit & auxiliary buildings
19. 2340 S. 8th	20. 2705 Euclid
21. 1369 Forrest	22. 1527 Gladys & shed
23. 3305 Glenwood	24. 3440 Glenwood
25. 3240 Grand	26. 1792 Hazel & auxiliary buildings
27. 1960 Hebert	28. 2135 Hemlock
29. 788 Highland	30. 3850 Houston

31.685 Irma	32.7790 Lawrence
33.1058 Lee	34.2085 Leiper
35.1194 Liberty	36.2350 Liberty
37.4125 Lou	38.670 M L King Jr Pky
39.680 M L King Jr Pky	40.755 Maple
41.1355 Montrose & auxiliary building	42.1910 Nora
43.1930 Nora	44.7955 Old Voth Rd & auxiliary bldg
45.1655 Pauline & auxiliary building	46.2270 Pear
47.2365 Pierce (front structure & garage)	48.3110 Pine
49.1015 Pope & shed	50.2148 Pope
51.2440 Potts	52.3450 Pradice
53.2015 Primrose & shed	54.2525 Primrose
55.3340 Redwood	56.2925 Roberts
57.2605 San Jacinto	58.325 7 th
59.9475 Shepherd	60.839 Stanton
61.2055 Utica & garage	62.675 Woodrow

;

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

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

THAT the City Council finds the aforementioned sixty-two (62) structures to be unsafe structures and declares them to be public nuisances and orders that the structures be razed.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -

December 16, 2014

Consider the appointment of a resident of Ward IV to the position of Ward IV Councilmember



TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: December 16, 2014

REQUESTED ACTION: Council consider the appointment of a resident of Ward IV to the position of Ward IV Councilmember.

BACKGROUND

Jamie Smith resigned from the position of Ward IV Councilmember effective December 9, 2014. According to Article III (The City Council); Section 7 of the City Charter, "A vacancy in a ward position, whether filled by the City Council or by election, shall be filled by a resident of the ward in which the vacancy occurred. Vacancies in the City Council where the same do not exceed two (2) at any one time shall be filled by a majority of the remaining members of the City Council and the person elected shall serve for the unexpired term only."

RESOLUTION NO.

WHEREAS, Councilmember for Ward IV, Jamie Smith, submitted his letter of resignation to the Mayor effective December 9, 2014; and,

WHEREAS, the resignation has created a vacancy in the position of Councilmember Ward IV; and,

WHEREAS, Article III, Section 7 of the City Charter of the City of Beaumont provides that where vacancies in the City Council do not exceed two (2) at any one time, a majority of the remaining members of the City Council shall fill the vacancy; and,

WHEREAS, in order to fill the vacancy, the City Council has considered the applications of those persons interested in serving for the remainder of the unexpired term;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Council of the City of Beaumont does hereby appoint _____ to serve for the unexpired term only of Ward IV Councilmember Jamie Smith.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of December, 2014.

- Mayor Becky Ames -