BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 12, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – April 5, 2016

* Confirmation of committee appointments

A) Approve a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Lee College

B) Approve a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Texas A & M Engineering Extension Service

C) Approve an amendment to the existing Commercial Card Agreement with JPMorgan Chase Bank, N.A. extending the term for two years and allowing for three additional one-year renewals

A

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: April 12, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Lee College.

BACKGROUND

Lee College is requesting an agreement with the City of Beaumont's Emergency Medical Services Division to provide clinical experience to its students majoring in the Emergency Medical Technology Program.

The responsibilities of Lee College will include but not be limited to the following:

- provision of classroom theory;
- preparation of students assignments;
- continuous communications with Beaumont EMS regarding student performance; and
- supervision of students.

The responsibilities of Beaumont EMS will include but not be limited to the following:

- acceptance and reasonable orientation of students;
- coordination of the college's assignment schedule;
- assistance in evaluation of each student;
- designation of an individual to serve as liaison with the college;
- provision of basic medical care to students in case of an emergency;
- provision of reasonable opportunities for students to observe and assist in various aspects of patient care; and
- ultimate control of responsibility of patient care.

FUNDING SOURCE
Not Applicable.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into an Affiliation Agreement between the City of Beaumont EMS Division and Lee College for clinical experience and educational purposes under the supervision of the EMS Division. The Affiliation 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 12th day of April, 2016.

_____

- Mayor Becky Ames -

LEE COLLEGE
WORKFORCE
CENTER FOR WORKFORCE AND COMMUNITY DEVELOPMENT

STUDENT FIELD EXPERIENCE
FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between THE LEE COLLEGE DISTRICT, located at 200 Lee Drive, Baytown, TX, 77520, ("Lee") and **BEAUMONT EMS** located at 3040 College St., Beaumont, TX 77702 ("Field Site" or "Facility").

RECITALS

WHEREAS, Lee offers among other things, an educational program for the training of **Emergency Medical Technology (EMT)** and seeks to partner with Field Site for educational field experiences for the students enrolled in the program (the "Students");

WHEREAS, the proper training of the Students requires field experiences with practical lab/clinical problems ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Lee and the Field Site mutually desire to contribute to the education and professional growth of the Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on April 1, 2016 and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. LEE RESPONSIBILITIES

A. **Clinical Program.** Lee's responsibilities shall include, but not be limited to, the following:

commencement, and upon the renewal, of this Agreement. Lee shall notify Facility at least thirty (30) days in advance of any proposed cancellation or change in such coverage. By entering into this Agreement, and complying with the terms and requirements hereof, it is recognized that Lee is not waiving the governmental immunity that Lee, its agents or employees have under law or any other rights, privileges and immunities belonging to or ascertainable by Lee under either state or federal law.

C. **Health of Program Participants.** Lee shall inform all Program Participants of the necessity to maintain documentation of their health records, including updated immunization records as required by the Texas Administrative Code Rule 97.64 and 97.65 and Field Site. This may include, but are not limited to the following:

1. Tuberculin skin test within the past 6 months or a chest X-ray taken within the past 24 months (if no suspicion of having active TB in that time period) and
2. Two doses of Measles, Mumps and Rubella (MMR) or proof of immunity by positive antibody titers; and
3. Two doses of Varicella (chicken pox) or positive history of chicken pox or proof of positive antibody titer; and
4. Three doses of Hepatitis B immunizations, or completion of a certification of declination of vaccine or proof of positive antibody by quantitative titer: and
5. Tetanus, Diptheria and Pertussis immunization within the last ten years, as per the Texas Administrative Code if patient contact is anticipated.
6. Flu vaccine as recommended by CDC.

D. **Background Checks.** Lee shall, in a timely manner at the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. It Lee has students or staff/faculty on-site at Facility prior to the execution of this Agreement, then Lee shall immediately require a retrospective background check on such persons. The background check shall include, at a minimum, the following:

1. Social Security number verification
2. Residency history
3. Statewide Criminal Search (minimum of 7 years)
4. National Patriot Act
5. Nationwide Sexual Offender Index
6. Nationwide Healthcare Fraud & Abuse Scan

Upon receipt of a written consent and release to disclosure executed by the Student, the Facility may review the written results of the student's criminal background check. If Facility reasonably determines, pursuant to its own eligibility standards, all applicable laws and not inconsistent with College policies, that a Student shall not participate at its facility, Facility shall so notify that individual and the College. Facility shall inform Students excluded from placement on the basis of a background check of any review or appeal process available pursuant to the Fair Credit Reporting

C. The Field Site shall provide observation and clinical experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Field Site shall provide Students with an orientation familiarizing Students with operations, policies, procedures, of the site as well as all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. Field Site shall assure that the Students practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. If a Preceptor is assigned, they shall complete, with the Instructor and Students, all written evaluations of the Students' performance according to the timeline established by Lee. However, Lee shall at all times remain solely responsible for the evaluation and grading of Program Participants.

G. The Field Site reserves the right, consistent with applicable laws and policies, to dismiss at any time any Students whose health condition, conduct or performance is a detriment to the Students' ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with Students and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Students from the Field Experience Program, provided that Lee College retains sole discretion in determining dismissal of students from the College's own program(s).

H. Facility shall provide basic medical care and treatment to Program Participants and/or Lee faculty members in the event of injury or illness while at the Facility until other arrangements, as may be appropriate and subject to appropriate and legally required consent, for such person's medical care can be made. Any Facility or medical expenses incurred for the provision of medical services shall be the responsibility of the injured or ill Program Participant or Lee faculty member, provided that informed consent has been provided by the subject individual. Lee College assumes no liability for any such individual's cost of medical care.

I. The Field Site shall ensure adequate workspace for Students and shall permit the use of diagnostic and therapeutic equipment, instructional resources, procedure manuals, and client records as required by the Field Experience Program.

(1) The Field Site is a covered entity for purposes of HIPAA and any regulations and official guidance promulgated thereunder, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Students are participating in the Field Experience Program:

(a) Students shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site;

(b) Students shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to HIPAA; and

(c) Students shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which Students have access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Lee will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by Lee pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Lee will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Students' participation in the Field Experience Program and shall not as a result of Students' participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind. .

E. The Field Site and Lee agree that Students will have equal access to their respective programs and facilities and that the parties shall not discriminate against Students or other persons based on race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

F. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties.

WORKFORCE

CENTER FOR WORKFORCE AND COMMUNITY DEVELOPMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

THE LEE COLLEGE DISTRICT:	City of Beaumont - EMS Division ~~**BEAUMONT EMS:**~~ ~~EMS Division~~
_____	_____
Signature	Signature
_____	Kyle Hayes
Name	Name
_____	City Manager
Title	Title
_____	_____
Date	Date

B

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: April 12, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Texas A&M Engineering Extension Service.

BACKGROUND

Texas A&M Engineering Extension Service is requesting an agreement with the City of Beaumont's Emergency Medical Services Division to provide clinical experience to its students majoring in the Texas A&M Engineering Extension Service (TEEX) EMS Program.

The responsibilities of TEEX will include but not be limited to the following:

- provision of classroom theory;
- preparation of students assignments;
- continuous communication with Beaumont EMS regarding student performance; and
- supervision of students.

The responsibilities of Beaumont EMS will include but not be limited to the following:

- acceptance and reasonable orientation of students;
- coordination of the college's assignment schedule;
- assistance in evaluation of each student;
- designation of an individual to serve as liaison with the college;
- provision of basic medical care to students in case of an emergency;
- provision of reasonable opportunities for students to observe and assist in various aspects of patient care; and
- ultimate control of responsibility of patient care.

FUNDING SOURCE
Not Applicable.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into an affiliation agreement between the City of Beaumont EMS Division and Texas A & M Engineering Extension Service for clinical experience and educational purposes under the supervision of the EMS Division. The Affiliation 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 12th day of April, 2016.

_____

- Mayor Becky Ames -

TEEX Contract # 25-107130

TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

CLINICAL AFFILIATION AGREEMENT
BY AND BETWEEN
THE TEXAS A&M ENGINEERING EXTENSION SERVICE
AND
CITY OF BEAUMONT, PUBLIC HEALTH DEPARTMENT, EMS DIVISION

This Clinical Affiliation Agreement ("Agreement") is entered into by and between Beaumont EMS, ("Affiliate"),City oF Beaumont, Public Health Department, EMS Division located at 3040 College Street, Beaumont, TX. 77701 and the Texas A&M Engineering Extension Service ("TEEX"), a member of The Texas A&M University System (TAMUS), an agency of the State of Texas, 200 Technology Way, College Station, TX 77845.

WHEREAS, TEEX is an institution of higher education with an approved program in the TEEX EMS Program ("Program") which requires clinical experiences of students enrolled therein; and

WHEREAS, Affiliate is a health facility which has the resources in equipment and staff to provide the clinical experiences required by the Program; and

WHEREAS, it is to the benefit of TEEX that the resources of Affiliate be made available to its students for the required clinical experiences; and

WHEREAS, it is to the benefit of both TEEX and Affiliate to cooperate in the educational preparation of students enrolled in the Program so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement**: This Agreement commences on date of last signature and expires March 31, 2019, at 5:00 pm Central Time Zone; however, this Agreement may be renewed with written approval of the parties for a total term of up to five (5) years

   Either party may terminate this Agreement upon giving 30 days written notice to the other party. Should notice of termination be given by either party, those students then assigned to the Affiliate by TEEX shall be permitted to complete the clinical internship assignment in progress.

2. **Responsibilities of TEEX:** TEEX agrees to:

   A. Identify, in concert with Affiliate, the names and number of students assigned to Affiliate for on-site clinical and practical training.

   B. Prepare, in concert with Affiliate, from time to time, a schedule for students specifying the hours of each day, the days of each month, and the months of each year during which the students will be receiving on-site clinical and practical training at Affiliate, and the health related specialties to which the students will be exposed in connection with their on-site training. TEEX will further provide such data as Affiliate may request in order to coordinate its scheduling and programming with that of TEEX.

   C. Assure that all students selected for clinical and practical training at Affiliate have satisfactorily completed all portions of TEEX curriculum that are prerequisite for the training and can show proof of the following (check applicable prerequisites for clinical study at Affiliate):

   - ☐ ACLS certificate
   - ☐ BCLS certificate
   - ☐ TB testing
   - ☐ Hepatitis B vaccine
   - ☐ Drug screening
   - ☐ Other _____

EXHIBIT "A"

D. Designate in writing an Agency Representative to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the Affiliate Representative.

E. Require that students provide written evidence of professional liability insurance coverage participating in the clinical and practical training. The minimum amount of coverage per individual shall be $1,000,000 each incident with a $3,000,000 annual aggregate. The coverage shall extend through the term of the student's participation. Affiliate acknowledges that, because TEEX is an agency of the State of Texas, liability for the tortuous conduct of the agents and employees of TEEX or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TEEX is provided by TAMUS as mandated by the provisions of Chapter 502, *Texas Labor Code*.

F. Have, and maintain throughout the term of this Agreement, all licenses and/or permits required by state law, and/or any federal or local authority, for the training of students, and accreditation by proper accrediting authorities.

G. Represent that no adverse action by the federal government that can result in exclusions from a federal health care program has occurred or is pending or threatened against TEEX, its affiliates, or to the best of TEEX' knowledge, against any of the students. TEEX agrees it will not perform any act that can cause TEEX to be excluded from a federal health care program during the term of this Agreement.

H. Provide access to TEEX' contracts, books, documents, and records relating to this Agreement to the Comptroller General of the United States and the United States Department of Health and Human Services for seven (7) years after expiration or termination of this Agreement, if required by the Social Security Act and without violating the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.*, and as may be amended, or any other student and/or student records privacy act.

3. **Responsibilities of Affiliate:** Affiliate agrees to:

A. Provide supervised clinical experiences for students, including maintaining adequate personnel, staff and facilities, which fulfill the curriculum requirements of the Program and meet the objectives agreed upon by TEEX and Affiliate which are consistent with the standards and requirements of any accrediting authorities.

B. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the term of this Agreement all licenses/permits required for its facilities, personnel and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by TEEX.

C. Permit the authority responsible for accreditation of the Program to inspect the facilities, services, and other items provided by Affiliate for purposes of the clinical and practical training.

D. Designate in writing a member of the Affiliate staff ("Affiliate Representative") to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the University Representative.

E. Provide TEEX with a minimum of 90 days notice in the event it is unable to place TEEX' students.

F. Permit the students, at their sole cost and expense, to use Affiliate amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to Affiliate's employees.

G. Provide an orientation for the students, faculty and staff participating in the clinical program of the type and scope provided to Affiliate's employees with respect to the operations of Affiliate, its policies and procedures, and the location of the facilities and other equipment.

H. Provide patient information to students to the extent necessary to provide a meaningful clinical experience.

I. Provide emergency medical treatment in the event of injury or illness experienced by a student, faculty and/or staff participating in the clinical program while on-site at Affiliate, including administering acute antiviral therapies as recommended by the Centers for Disease Control, if appropriate. The student, faculty and/or staff is solely responsible for the cost of such health care.

J. Cooperate fully with TEEX in matters related to academic performance and student conduct related to the clinical experience.

4. **Removal of Students**: Affiliate may, in its sole and absolute discretion, refuse the use of its facilities and services as contemplated by this Agreement to any student who does not meet the professional and other standards and requirements of Affiliate. TEEX agrees to withdraw any Student from Affiliate or its premises for any reasonable cause specified by Affiliate.

5. **Patient Care**: Affiliate will at all times remain responsible for the safety and welfare of its patients. Nothing herein contained will be construed as a limitation on the responsibility of Affiliate with respect to providing medical care for its patients.

6. **Program Management**: TEEX will at all times remain responsible for the implementation and operation of the Program in a manner consistent with its curriculum and the standards and requirements of any accrediting authorities.

7. **Cooperation and Liaison**: Affiliate and TEEX will act in good faith, and cooperate with one another in implementing the intent and purpose of this Agreement and in furtherance thereof will work out the details of the administration needed to fulfill the needs of the on-site educational program of TEEX and to benefit Affiliate in such a manner so as not to interfere with the medical care provided by Affiliate. TEEX and Affiliate will maintain adequate communication with one another, to make changes that may be advisable within the terms of this Agreement and discuss any problems as may arise concerning their affiliation as created by this Agreement.

8. **HIPAA**: The parties agree that:

   A. Affiliate is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations");

   B. To the extent that TEEX students are participating in clinical and practical training at Affiliate and TEEX employees are providing supervision at Affiliate as part of such training, such students and TEEX employees shall:

      (1) be considered part of Affiliate's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of Affiliate;
      (2) receive training by Affiliate on, and subject to compliance with, all of Affiliate's privacy policies adopted pursuant to the Regulations; and
      (3) not disclose any Protected Health Information, as that term is defined by 45 CFR 160.103, to which a student has access through clinical and practical training at Affiliate or a faculty or staff member has access through the provision of supervision at Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a);

   C. TEEX will never access or request to access any Protected Health Information held or collected by or on behalf of Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a); and

   D. No services are being provided to Affiliate by TEEX pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.

9. **Notices**: Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). TEEX and Affiliate may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

   TEEX: EMS Program
   200 Technology Way
   College Station, TX 77845
   Attention: Mike Schuler
   Fax: (979) 458-3533
   E-mail: mike.schuler@teex.tamu.edu

Scheduling Officer
Affiliate: City Of Beaumont
Public Health Department EMS Division
3040 College Street
Beaumont, TX 77701
Attention: Justin Arceneaux, Operations Supervisor
Office: (409-88-3964
E-mail: Jarcemeaux@BeaumontTexas.gov

Affiliate: Kyle Hayes
City of Beaumont
801 Main
Beaumont, Tx 77701
KHayes

10. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitute but one instrument.

11. **Assignment**: Neither TEEX nor Affiliate may assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that either party can assign the Agreement to an entity affiliated by ownership or control.

12. **Relationship of Parties**: TEEX and Affiliate are independent parties acting in unison for the purpose of this Agreement. Nothing in this Agreement or the parties' actions should be construed as creating any partner or agency relationship between TEEX and Affiliate.

13. **Program Participants Independent**: While participating in the clinical program, the students and TEEX employees are acting independently of Affiliate and are not employees of Affiliate; and therefore will not be entitled to compensation, future employment, or any benefits of Workers' Compensation in the event of any injury occurring on Affiliate's premises.

14. **Force Majeure**: Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably with the control of such party and which by due diligence it is unable to prevent or overcome.

15. **Public Information**: Affiliate acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

16. **Non-Exclusive Agreement**: This Agreement should not be construed as an exclusive contract and the parties may enter into other affiliation agreements.

17. **Waiver**: The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or different provision.

18. **Severability**: In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

19. **Governing Law**: The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TEEX shall be in Brazos County, Texas, in which the primary office of the chief executive officer of TEEX is located.

20. **Non-Waiver Provision:** Affiliate expressly acknowledges that TEEX is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TEEX of its right to claim such exemptions, privileges, and immunities as may be provided by law.

This Agreement constitutes the entire Agreement between TEEX and Affiliate and supersedes all previous Agreements and understandings relating to the Clinical Affiliation.

For the Affiliate:		**Texas A&M Engineering Extension Service:**	
By:	_____	By:	R. Chuck Todd
Name:	Kyle Hayes	Name:	R. Charles Todd
Title:	City Manager	Title:	Associate Agency Director/CFO
Date:	_____	Date:	2.15.16

Reviewed by
ESTI Business Office

C

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: April 12, 2016

REQUESTED ACTION: Council consider a resolution approving an amendment to the existing Commercial Card Agreement with JPMorgan Chase Bank, N.A. extending the term for two years and allowing for three additional one-year renewals.

BACKGROUND

On January 11, 2011, with Resolution 11-012, Council authorized the City Manager to execute an agreement with JPMorgan Chase Bank, N.A. to provide commercial procurement card services through the Texas Payment Card Consortium now known as the JPMorgan Payment Solutions Consortium. The Consortium is a competitively bid commercial card contract anchored by the City of Fort Worth which has a piggy back clause allowing other governmental entities to participate. The 2005 Texas Government Code, Chapter 791, Interlocal Cooperation Contracts, provides for municipalities to piggyback off other government contracts.

The City has maintained a good working relationship with JPMorgan Chase Bank and has remained pleased with the product and related service. Some of the advantages of this commercial card program include:

1. 0% Fraud liability,
2. No late fees,
3. No coop fees,
4. An increase in rebate for each day the bill is paid before the due date, and
5. No Average Transaction Size (ATS) required for rebate eligibility.

FUNDING SOURCE

General Fund-Various Departments.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, on January 11, 2011, the City Council of the City of Beaumont, Texas adopted Resolution No. 11-012 authorizing the City Manager to execute a Participation Agreement with JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., to provide commercial procurement card services through the Texas Payment Card Consortium, now known as the JPMorgan Payment Solutions Consortium; and,

WHEREAS, the Consortium is a competitively bid commercial card contract anchored by the City of Fort Worth which contains a clause allowing other governmental entities to participate; and,

WHEREAS, an amendment to the Commercial Card Agreement is necessary to extend the term for two (2) years and allowing for three (3) additional one (1) year renewals;

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 hereby approves an amendment to the Commercial Card Agreement to extend the term for two (2) years and allowing for three (3) additional one (1) year renewals. The Amendment is substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of April, 2016.

_____

- Mayor Becky Ames -

FOURTH AMENDMENT TO
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.

V 1.0_12_15_08

THIS FOURTH AMENDMENT (the "Amendment") to Commercial Card Agreement dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. (the "Bank"), and City of Fort Worth (the "Client") is made as of July 26, 2013 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Amendment. Section 17.H of the Agreement is hereby deleted in its entirety and replaced with the following:

   This Agreement may be amended only by a writing signed by the parties, provided, however, that, in the event the Bank is required to amend this Agreement due to (i) changes in applicable laws or regulations or (ii) changes in Association rules, the Bank may unilaterally change the terms of this Agreement upon thirty (30) days prior written notice to the Client. The Client shall be deemed to have accepted such change if the Client continues to use the Program following the effective date of such change. All remedies contained in this Agreement or by law afforded shall be cumulative and shall be available to the parties hereto.

3. Exhibit A. The definition of 'Participant' in Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

   "Participant" means the Client or a public entity, Not-For-Profit organization or private university that has been approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which has executed an agreement in the form as attached hereto as 'Exhibit C' (the "Participation Agreement) or in such other form as provided by the Bank from time to time.

4. Exhibit A. The definition of 'Southern States Consortium' in Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

   "J.P. Morgan Payment Solutions Consortium" means the City of Fort Worth, Texas and public entities, Not-For-Profit organizations and private universities that have been approved by the Bank.

5. Exhibit A. All references to "Southern States Consortium" in the Agreement shall be deemed to constitute references to "J.P. Morgan Payment Solutions Consortium".

6. Continued Effect. Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

EXHIBIT "1"

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.		CITY OF FORT WORTH	
By:		By:	
Name:	George Thompson	Name:	Susan Alanis
Title:	General Counsel, Global Commercial Card	Title:	Assistant City Manager

City of Fort Worth Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By:

Name: Mary J. Kayser

Title City Secretary

CITY OF FORT WORTH TEXAS

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

APPROVED AT TO FORM AND LEGALITY

By:

Title Assistant City Attorney

CITY SECRETARY
CONTRACT NO. 35775

COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement (the "Agreement") is entered into as of August 31, 2007 between City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise, Counties, Texas (the "Client"), and JPMorgan Chase Bank, N.A. (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. *Definitions.* Terms defined in the singular shall include the plural and vise versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit for an extension of credit for an Account specified by the Client from time to time and accepted by the Bank.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Cash Transaction Module" ("CTM") means a System tool used in connection with the processing, management, and approval of cash transactions.

"Convenience Checks" means a check written against an Account.

"Contract Documents" means this Agreement in conjunction with City of Fort Worth RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal submitted in response to RFP No. 07-0068. RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal are each incorporated herein by this reference.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as agreed to by the parties and reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"Cycle" means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard.

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"Program" means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with the Contract Documents.

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

"System" means the conduit through which the Client can access Account and Transaction data and reports.

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Visa" means Visa U.S.A., Inc.

2. *Obligations of the Bank.* In connection with the Client's participation in the Program, the Bank shall:

A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.

B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.

C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.

3. *Obligations of the Client.* In connection with the Program, the Client shall:

A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

B. Notify each Cardholder that the Accounts are to be used only for business purposes consistent with the Client's established policies.

C. Clearly disclose to each of its Cardholders the extent, if any, to which the Bank will provide Transaction and Account information to third parties.

D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.

E. Immediately notify the Bank of any Account for which the Client no longer has use.

F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4. *Liabilities of the Client.*

A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:

i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit A for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit A until payment in full of all such amounts.

B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client will be liable for all Transactions made on an Account prior to notification of such lost, stolen, misappropriated, improperly used or compromised Account. The Client will further be liable for Transactions after such notification has occurred if such Transactions result in a direct or indirect benefit to the Client or any Cardholder.

C. The Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. The Client waives any defenses based upon any

i) exercise, delay or waiver of any right, power, or remedy under any Cardholder Agreement,

ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Client, or others,

iii) modification of any Cardholder Agreement,

iv) settlement with or release of any Cardholder, and/or

v) action, inaction, or circumstance (with or without the Client's notice, knowledge, or consent) that varies the Client's risks or might otherwise legally or equitably constitute discharge of a surety or guarantor.

D. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.

E. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks used in connection with such Account.

F. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may require the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion require.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5. *Credit.*

A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. The Bank is entitled but not obligated to decline authorization of any Transaction that would result in any Credit Limit or Account Credit Limit being exceeded. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the

Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP, as soon as available and no later than 120 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.

E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

6. *Programs and System Access.*

A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.

7. *Representations and Warranties.* Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law,

rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.

8. *Fees and Charges.* The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit A attached hereto. The Bank may change the fees and charges payable by the Client at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit A, the Client agrees to pay the fees and charges associated with any such service.

9. *Incentives.* The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit A. In no event shall the Bank pay the Client an incentive award for the year in which this Agreement is terminated.

10. *Term.* This Agreement shall have an initial term of three (3) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be successively renewed for up to two one-year terms upon the anniversary of the effective date at the City's sole discretion.

11. *Termination.*

A. This Agreement may be terminated by the Bank upon the Client's default after Client receives notice of such default and has failed to remedy said default within thirty (30) days of Client's receipt of said notice. The Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason.

B. The Client may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorney's fees. Sections 2.B, 3.D, 3.F, 3.G, 3.H, 4, 5.A, 8, 11, 12, 13, 14, 16, 17.A, 17.C, 17.F, 17.G, 17.K, and 17.M shall survive the termination of this Agreement.

12. *Default.* As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.

13. *Remedies and Damages.* Upon the event of a default either party may terminate this Agreement pursuant to Section 12, or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.

14. *Limitation of Liability and Indemnification.* The Bank will be liable only for direct damages if it fails to exercise ordinary care. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.

15. *Notices.* All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date actually received when delivered as provided herein. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, Illinois 60670-0199
Attn: Commercial Card Contracts Manager

To the Client: City of Fort Worth
Financial Systems Division
1000 Throckmorton Street
Fort Worth, Texas 76102
Attn: Procurement Card Administrator

16. *Confidentiality.* In accordance with the Texas Public Information Act of Texas Government Code Chapter 552 and except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of State law, system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

17. *Miscellaneous.*

A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.

B. If any provision in this Agreement is held by any court of competent jurisdiction to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

D. In the regular course of business, the Bank may monitor, record and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders.

E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, except that either party may assign, sublet, or transfer its interest herein to any affiliate upon written notice to the other.

F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.

G. The Contract Documents embody the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. In case of a conflict of terms in the Contract Documents, the order of precedence shall be this Agreement, Addendum No. 1, the Bank's proposal, and then the RFP. All representations and warranties of the parties contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.

H. This Agreement may be amended only a by a writing signed by the parties. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

I. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client waives its sovereign immunity to suit for the purpose of adjudicating a claim for breach of this Agreement only, subject to the terms and conditions of Subchapter I – Adjudication of Claims Arising Under Written Contracts with Local Governmental Entities, Chapter 271, Texas Local Government Code.

J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement, as a whole and not to any particular provision of this Agreement.

K. *International Transactions and Fees.* If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit A. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

M. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

BANK

JPMORGAN CHASE BANK, N.A.

By Clare T. Trauth

Name CLARE T. TRAUTH

Title VICE PRESIDENT

CLIENT

CITY OF FORT WORTH

Karen L. Montgomery 9/10/07

Karen L. Montgomery
Assistant City Manager/CFO

Recommended By:

Lena H. Ellis
Finance Director

Approved as to Form and Legality:

Amy J. Ramsey
Assistant City Attorney

ATTEST:

Marty Hendrix
City Secretary

Authorization: C-22246 7/17/07

Date: September 11, 2007

EXHIBIT A
CITY OF FORT WORTH
INCENTIVES & FEES

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Transaction Size" means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

"Purchasing Card Charge Volume" means total U.S. dollar charges made on a Purchasing Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"ExacTrac Charge Volume" means total U.S. dollar charges made on a virtual single use account used in connection with the ExacTrac System, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Gross Charge Volume" means Purchasing Card Charge Volume plus ExacTrac Charge Volume, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Speed of Payment" means the number of calendar days after a billing cycle until the date full payment of the cycle end balance is posted by the Bank.

REBATES

Volume Rebate

Bank will pay the Client a rebate based on the annual Gross Charge Volume achieved according to the following schedule. The Purchasing Card rebate will be calculated as the Rebate Rate times the annual Purchasing Card Charge Volume.

Qualified Charge Volume	Rebate Rate
$10,000,000	1.22%
$12,500,000	1.30%
$15,000,000	1.35%
$20,000,000	1.41%
$25,000,000	1.46%
$30,000,000	1.48%
$35,000,000	1.50%
$40,000,000	1.53%
$45,000,000	1.55%
$50,000,000	1.56%

ExacTrac Volume Rebate Adjustment

The ExacTrac rebate will be calculated as the Rebate Rate as determined above minus 0.15% times the annual ExacTrac Charge Volume.

Speed of Payment Escalator

The Bank will pay Client an additional rebate based on its average Speed of Payment throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, a speed-to-pay escalator of 0.01% per full day of early payment will be earned.

Large Ticket Rebate

Bank will pay the Client an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

Average Large Ticket Transaction Size	Rebate Rate
$7,500	0.60%
$10,000	0.55%
$15,000	0.50%
$20,000	0.45%
$25,000	0.40%
>$25,000	0.35%

Rebate Computation

The following is for illustrative purposes only and, therefore, the numbers provided in the example below do not constitute a commitment by the Bank. This is an example of a rebate computed at 7 days based on the following criteria:

$13,000,000 regular transactions and $2,000,000 for large ticket transactions:

7 Day

Description	Percentage	Dollars
Regular Transactions	1.30%	$169,000
Large Ticket Transactions	0.40%	$8,000
Total Rebate		$177,000

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period. Rebate payments will be made in the first quarter for the previous calendar year via Automated Clearing House ("ACH") credit to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 7 & 7.
c. The Client is not in Default under the Agreement.
d. Account(s) must be current at the time of rebate calculation and payment.

FEES (Purchasing Card)

Technology Fees

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

PathwayNet Set up:
First 6 sites: No Charge
Additional sites: $150 per site

Training
At JPMorganChase site: No Charge; client T&E not included
Via Telephone: No Charge
At Client site:
Initial Training: Four Days Training of up to 90 users at no charge to the Client
Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

Past Due Fees

Late fee: Prime + 2% applied to average daily which is calculated as follows:

(Past due balance + any new spend) / Number of days in cycle.

Will be charged on the cycle date.

Delinquency fee: No Charge

Account Fees

Annual Card Fees: No Charge

Special Purpose Cards (b2B): No Charge

Basic Plastic: No Charge

Logo Plastics: No Charge

Custom Plastics: At cost; based on complexity of design subject to a 1,000 card minimum

Document retrieval fee: $8 per document (undisputed charges)

Statement Duplication: $5 - $8 per statement; $0 through PaymentNet

ACH return item: No Charge

Return Check Fee: $15 per return

Rush Card: No Charge

Standard Card Replacement: No Charge

Card Reinstatement: No Charge

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Optional Services

Cash Advance: 2.0% ($3.00 minimum)

Convenience Checks: $1 per posted check + 0.5% of check value

Rejected Convenience Check: No Charge

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

FEES (ExacTrac Program)

Technology Fees

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: $250 per hour (4 hour minimum)

EDI Set up/Transmission: Pass-through on all set up and development costs

Training

At JPMorganChase site: No Charge; client T&E not included

At Client site:

Initial Training: No Charge

Additional Training: $950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

Past Due Fees

Late fee: Central Bill: 1% of unpaid balance at cycle + 15 days; charged on cycle date

Delinquency fee: 2.5% of the full amount past due at cycle + 15 days and each cycle thereafter; charged on cycle date

Account Fees

Document retrieval fee: first 3 copy requests are free, then $5 per copy request (undisputed charges)

Statement Duplication: $5 per statement; $0 through PaymentNet

ACH return item: $20 per return

Return Check Fee: $15 per return

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Miscellaneous Fees: Pass-through charges for other specialized services (case-by-case fees)

Optional Services

FTP:

Daily: $500/month
Weekly: $250/month
Bi-weekly: $125/month
Monthly: $75/month

Cash Advance: 2.5% ($2.50 minimum and $30 maximum)

Convenience Checks: 1.5% - 3% of check amount ($1.50/check minimum, $50 check maximum); $1 per check fee for keying of payee name

Rejected Convenience Check: $29 per check

Convenience Check Stop Payment: No Charge

Other

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 12, 2016 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 2-4/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider a request to allow additional time for a specific use permit for an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive 1 ½ miles north of Highway 105

2. Consider a resolution authorizing the award of a bid to Shirley & Sons Construction Co., Inc. of Cleveland for the construction of the Cattail Marsh Boardwalk

3. Consider an ordinance authorizing the issuance and sale of City of Beaumont Tax Note, Series 2016, to finance the construction of the new landfill cell

4. Consider a resolution providing for the reimbursement of capital expenditures incurred prior to financing

PUBLIC HEARING

* Dangerous Structures

5. Consider an ordinance 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

PUBLIC HEARING

* Receive comments from applicants for Public Services and Public Facilities Program funding as well as public comments concerning the proposed 2016 Community Development Block Grant Program

WORK SESSIONS

* Review and discuss the responses to the Request for Proposals for private warranty programs available for customer water/sewer lines

* Review and discuss the construction and/or repair of sidewalks throughout the City of Beaumont

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:

  United States of America vs. City of Beaumont, Texas; Civil Action No. 1:15CV201

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: April 12, 2016 Unsafe Substandard Structures

Consider approval of an ordinance 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.

1. 580 Anchor
2. 2695 Atlanta(garage apartment)
3. 4109 Avenue A
4. 4299 Avenue A & aux bldg
5. 1505 Avenue H (aux bldg)
6. 4170 Bennet (front structure)
7. 5520 Bigner & shed
8. 3055 Blanchette
9. 3650 Brandon (garage apartment)
10. 3705 Brandon
11. 4078 Brandon
12. 4140 Brandon (garage)
13. 3735 Chaison & aux bldg
14. 3745 Chaison
15. 3302 Cherry & aux bldg
16. 470 E Church
17. 5355 Concord (all bldgs)
18. 2605 Crockett
19. 690 Cuchia
20. 1648 Delaware
21. 2031 Delaware
22. 510 Devon (garage)
23. 5475 Dewberry
24. 6910 Donna (garage/canopy)
25. 4680 Doris
26. 2450 Durden & shed
27. 2295 Earl
28. 1115 N 11th Street (commercial)
29. 4795 El Paso
30. 2145 Evalon & garage
31. 950 5TH & shed
32. 4340 Fonville (aux bldgs)
33. 4370 Fonville (rear house)
34. 7710 Forest Park (aux bldgs)
35. 1795 Glasshouse & shed
36. 1825 Glasshouse & shed
37. 1447 ½ Grand
38. 2169 Grand
39. 865 Grant
40. 7535 Greenfield
41. 4570 Hartel (garage apartment)
42. 2290 Hebert
43. 8465 Highway 105 & shed
44. 3430 Kenneth
45. 8390 Lawrence & shed
46. 1647 Levy
47. 2640 Long
48. 3880 E Lynwood
49. 3345 Maida
50. 2695 S Major (rear house)
51. 230 Manning
52. 142 Mariposa
53. 837 Maple & shed
54. 5380 Margo
55. 1275 McFaddin (garage apartment)
56. 2404 McFaddin
57. 3940 Octavia & shed
58. 4384 Ogden (rear house)
59. 1175 Oregon
60. 1676 Pauline
61. 11155 Pine Haven
62. 650 Pipkin (aux bldg)
63. 1050 Plum
64. 2085 Pope & aux bldg
65. 2132 Pope
66. 2065 Primrose
67. 2390 ½ Saint Anthony & shed
68. 2555 Smart (aux. bldg)
69. 965 Van Buren
70. 1015 Van Buren
71. 2236 Victoria

1

April 12, 2016

Consider a request to allow additional time for a specific use permit for an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive 1 ½ miles north of Highway 105

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	April 12, 2016
REQUESTED ACTION:	Council consider a request to allow additional time for a specific use permit for an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive 1 ½ miles north of Highway 105.

BACKGROUND
The Humane Society of Southeast Texas was granted a specific use permit by Beaumont City Council in June of 2014.

The applicant plans to offer a facility that will not only enhance the behavior and physical health of the animals, but become a destination for the community. A park like setting will accommodate walking trails as well as a dog park open to the public.

The hours of operation for the shelter would be typically 8 a.m. to 5 p.m. seven days per week with adoption hours starting at 11 a.m. Tuesday through Saturday and 1 p.m. on Sunday. Plans are to maintain 150 ft. of naturally wooded landscaping between the shelter and its neighbors and play yards for dogs would be located a minimum of 400 ft. from adjacent residential neighborhoods.

At a Joint Public Hearing held June 16, 2014, the Planning Commission recommended 5:0 to approve and on June 24, 2016, City Council voted 6:0 to approve a specific use permit to allow an animal shelter and adoption center, subject to the following condition:

1. A natural buffer being 150 ft. wide by 900 ft. in depth along the south property line be delineated on the site plan and remain undisturbed.

Due to a fire at their current location, the applicant is seeking an extension of two years as allowed by Section 28.04.001(g) of the Beaumont City Ordiannces, for good cause.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of the two year extension.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Humane Society of Southeast Texas

APPLICANT'S ADDRESS: 2050 Spindletop Rd. Bmt, TX

APPLICANT'S PHONE #: (409) 833-0504 FAX #: (409) 832-7425

NAME OF OWNER: Amy S. Bean B/D President

ADDRESS OF OWNER: 9520 Frederick Rd, Orange 77632

LOCATION OF PROPERTY: Major Drive, 1½ miles north of 105

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ TRACT 61-D

BLOCK NO. A PLAT RS-5

ADDITION GREENFIELD SECTION I AND REPLAT SURVEY D. EASLEY

NUMBER OF ACRES _____ NUMBER OF ACRES +/- 107.187

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: Animal shelter & adoption center ZONE: PUD

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 ½" 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 ½ ACRE	$250.00
½ 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: _____ DATE: 5-23-14

SIGNATURE OF OWNER: _____ DATE: 5-23-14

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

Phone - (409) 880-3764
Fax - (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____

****

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

Processes and Activities of Proposed Humane Society of Southeast Texas New Facility

The Humane Society of SET is a non-profit animal shelter, serving the citizens of the Golden Triangle area, as well as several local city pounds. As a shelter, we accept a limited number of cats and dogs no longer wanted by owners as well as strays found by area citizens. The "activities" of our shelter are mainly the care of the animals at our shelter and the adoption of those animals to the public.

Staff arrives at the shelter at 8:00 and spend the next several hours feeding animals, as well as cleaning cages and kennels. The shelter opens to the public (for adoptions) at 11:00 Tuesday through Saturday, and at 1:00 on Sundays. The Shelter closes at 4:30 and the majority of the staff leaves the premises by 5:00. There is rarely any activity after 5:30.

Other than staff, volunteers, and people interested in adopting, we sometimes give "tours" to small groups of school children, church groups or other clubs who have held a fundraiser for us.

While the main purpose of the new innovative facility is the enhanced behavior and physical health of the animals, we want the facility to be a "destination" where the community is welcome to enjoy a park like setting, dog walking trails and a dog park open to the public. We believe the new shelter will create a sense of pride in our donors and community, inspire a commitment from our volunteers, and enrich the lives of both people and animals through education promoting the benefits of responsible pet ownership. We hope all these factors will contribute to the ultimate objective of increasing pet adoptions.

5. The shelter does not emit any fumes, dusts or vibrations.

   There is no detectable offensive odor outside of the buildings and really no offensive odors inside the building once the staff has cleaned the kennels and cages in the mornings. The cleaning process is strictly enforced in order to maintain a healthy shelter environment.

   The cats remain inside the facility at all times. The dogs are given time outside either in play yards (which will be located over 400 feet from the adjacent neighborhood) or are walked by volunteers but spend the majority of time inside the shelter. When the dogs are inside the shelter, any noise (from the dogs barking) is contained within the building. (Once the staff has left for the day, there is nothing to excite or distract the dogs, so there is little to no noise after hours.)

6. The directional lighting will be pointed towards the shelter and away from the only adjacent neighborhood. Additionally, there will be 150 feet of naturally landscaped woods between the neighborhood and the shelter buildings which should provide additional screening from any lighting.

7. An eight foot privacy wooden fence will be erected on the property's boundary between the adjacent neighborhood and the shelter property. There will also be 150 feet of natural landscaping between the neighborhood and the shelter building.

8. We believe the proposed use is in accordance with the Comprehensive Plan as it will be an asset to the community, a place the public will enjoy visiting.

Addressing the Eight Conditions

1. The new shelter will not diminish or impair property values nor be injurious to the use or enjoyment of other property within the immediate vicinity.

   The shelter will be a multi-million dollar facility incorporating state of the art shelter design and innovations which will be both attractive and enriching to the community. The facility itself will maintain a park like setting, with much of the property kept in its naturally wooded state.

   There will be 150 feet of naturally wooded landscaping between the only adjacent neighborhood and the shelter.

2. The shelter will not impede the normal and orderly development/improvement of the surrounding vacant property.

   There is very little adjacent 'vacant' property located near the proposed site of the new shelter. (The LNVA canal serves as the northern boundary to about 1/3 of the property; Major Drive serves as the boundary across the front of the property and a small neighborhood is adjacent to the south side of the property.) The only vacant, adjacent property is located behind the neighborhood, next to a pipeline easement on the proposed site. That area will only be used as part of the nature walking trail.

3. We believe the property has adequate drainage and other necessary supporting facilities.

4. The design, location, and arrangement of all driveways and parking spaces will provide safe and convenient movement of vehicular and pedestrian traffic.

   There will be one entrance/exit to the facility which will be located more than 300 feet from the closest driveway (which serves the adjacent neighborhood.)

   There will be plenty of parking available on site: we have fewer than 20 employees and typically have fewer than 20 other vehicles on our property at any one time.

ORDINANCE NO.14-026

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ANIMAL SHELTER AND ADOPTION CENTER IN A PUD (PLANNED UNIT DEVELOPMENT) DISTRICT ON PROPERTY LOCATED ON THE WEST SIDE OF MAJOR DRIVE NEAR PERL ROAD IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, The Humane Society of Southeast Texas has applied for a specific use permit to allow an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive near Perl Road, being Tract 61-D, Plat RS-5, D. Easley Survey, Abstract 20, and the Final Replat of Block A, Greenfield Village, Section 1, Beaumont, Jefferson County, Texas, containing 107.187 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 an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive near Perl Road, subject to the following condition:

- A natural buffer being 150 ft. wide by 900 ft. in depth along the south property line be delineated on the site plan and remain undisturbed.

; 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 an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive near Perl Road, being Tract 61-D, Plat RS-5, D. Easley Survey, Abstract 20, and the Final Replat of Block A, Greenfield Village, Section 1, Beaumont, Jefferson County, Texas, containing 107.187 acres, more or less, as shown on Exhibit "A," attached hereto, is hereby granted to The Humane Society of Southeast Texas, its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following condition:

- A natural buffer being 150 ft. wide by 900 ft. in depth along the south property line be delineated on the site plan and remain undisturbed.

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 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 24th day of June, 2014.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS
BEAUMONT, TEXAS

- Mayor Becky Ames -

File 2202-P: A request for a specific use permit to allow an animal shelter and adoption center in a PUD (Planned Unit Development) district.
Location: West side of Major Drive 1 ½ miles north of Highway 105
Applicant: Humane Society of Southeast Texas

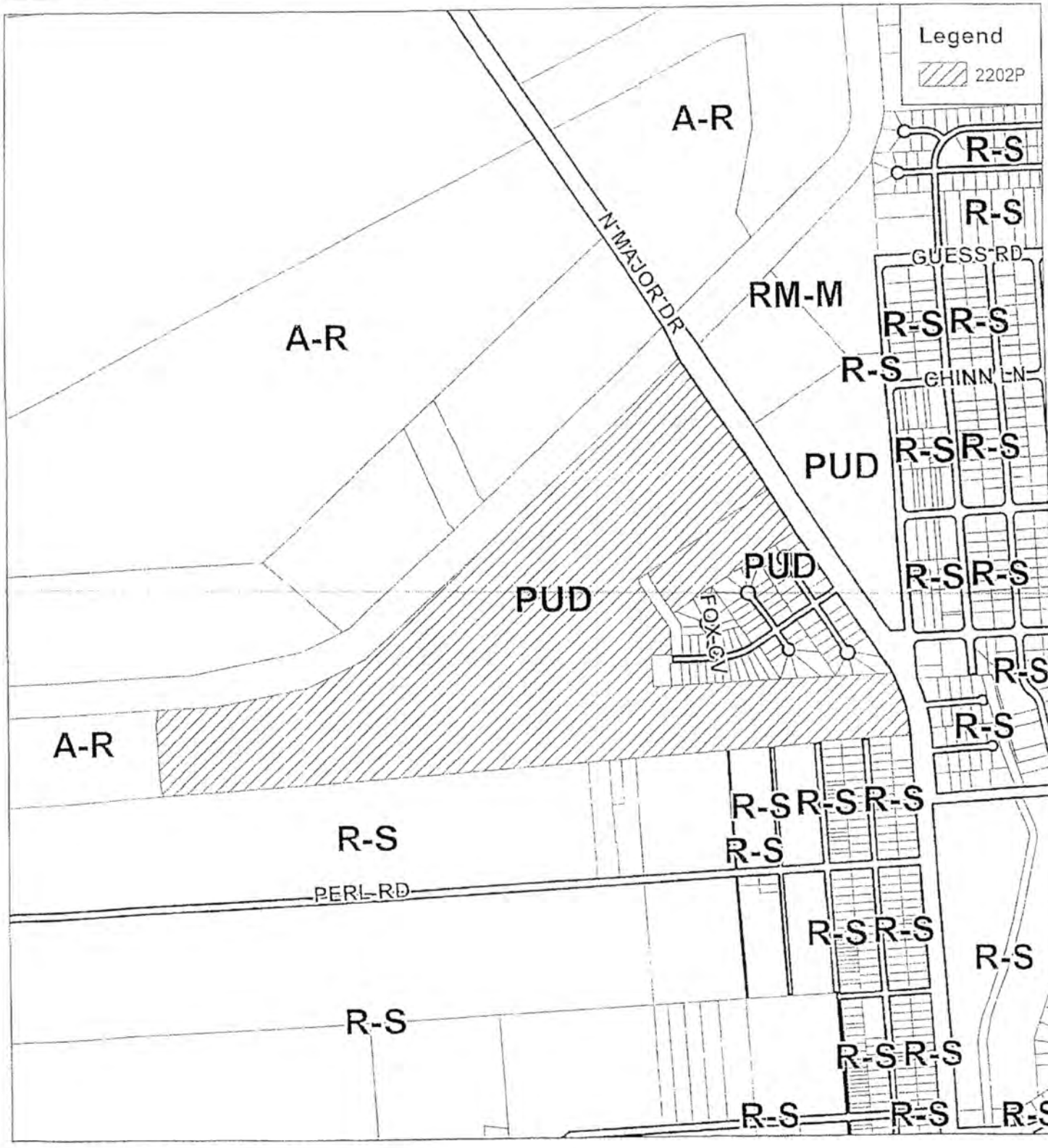
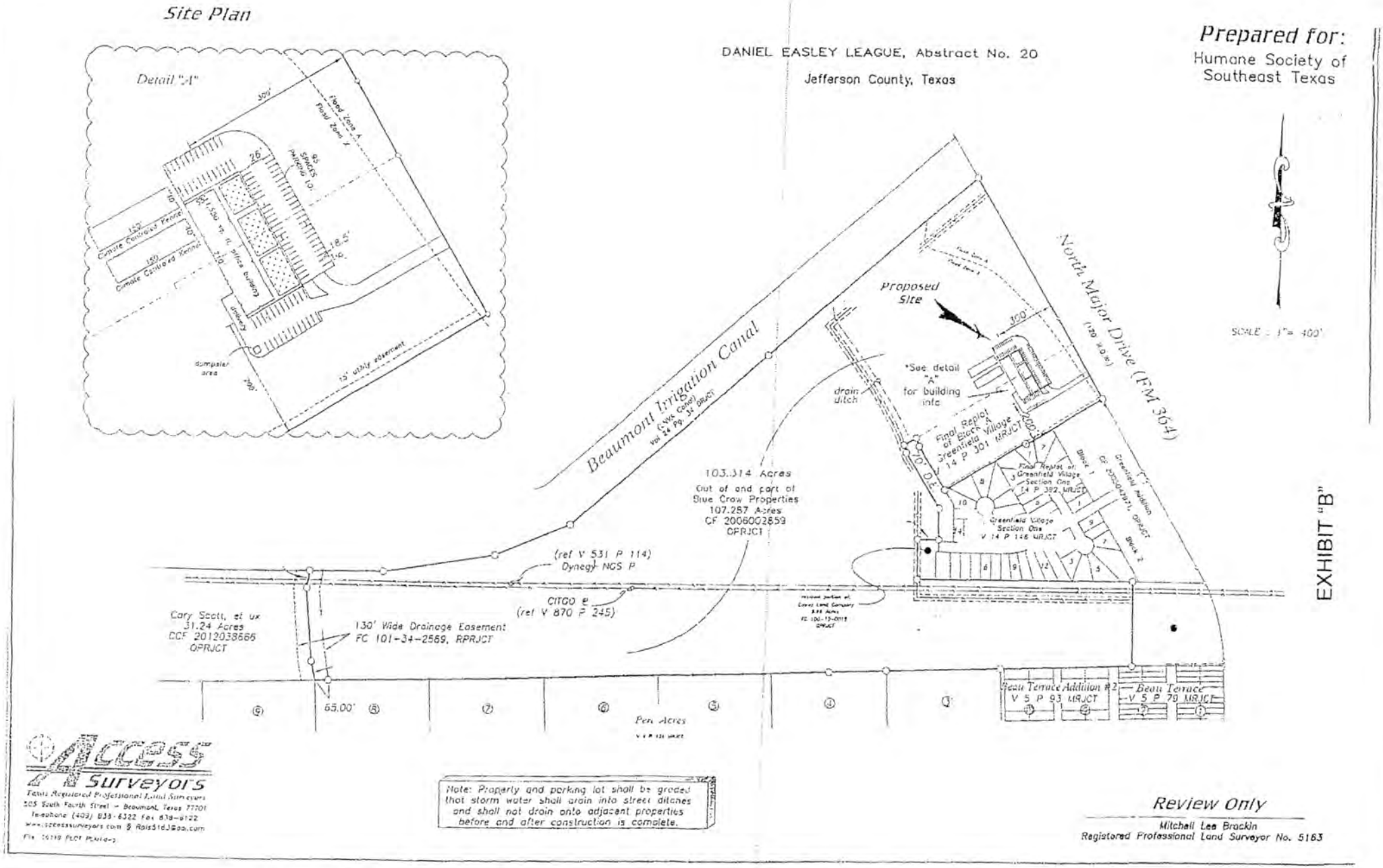


EXHIBIT "A"



*Approval subject to the following condition:

1. A natural buffer being 150 ft. wide by 900 ft. in depth along the south property line be delineated on the site plan and remain undisturbed.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A TWO YEAR EXTENSION OF A SPECIFIC USE PERMIT TO ALLOW AN ANIMAL SHELTER AND ADOPTION CENTER IN A PUD (PLANNED UNIT DEVELOPMENT) DISTRICT ON PROPERTY LOCATED ON THE WEST SIDE OF MAJOR DRIVE 1 ½ MILES NORTH OF HIGHWAY 105 IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, on June 24, 2014, the City Council of the City of Beaumont, Texas passed Ordinance No. 14-026 granting a specific use permit to The Humane Society of Southeast Texas to allow an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive near Perl Road in the City of Beaumont, Jefferson County, Texas, subject to the following condition:

- A natural buffer being 150 ft. wide by 900 ft. in depth along the south property line be delineated on the site plan and remain undisturbed

; and,

WHEREAS, due to a fire at their current location, The Humane Society of Southeast Texas is seeking an extension of two years as allowed by Section 28.04.001(g) of the Beaumont City Ordinances; and,

WHEREAS, the City Council is of the opinion that a two year extension of the specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BYT 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,

THAT a two year extension to the specific use permit to allow an animal shelter and adoption center in a PUD (Planned Unit Development) District on property located on the west side of Major Drive 1 ½ miles north of Highway 105 is hereby granted to The Humane Society of Southeast Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of April, 2016.

_____

- Mayor Becky Ames -

2

April 12, 2016

Consider a resolution authorizing the award of a bid to Shirley & Sons Construction Co., Inc. of Cleveland for the construction of the Cattail Marsh Boardwalk

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: April 12, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to Shirley & Sons Construction Co., Inc., of Cleveland, Texas in the amount of $228,800 for the construction of the Cattail Marsh Boardwalk.

BACKGROUND

This project shall provide for the construction of a treated timber boardwalk and viewing platforms at the City of Beaumont's Cattail Marsh constructed wetland. The boardwalk will be constructed in Cell 2, located at the northwest corner of Cattail Marsh and shall extend approximately 560 feet, from the west side levee, across Cell 2.

On March 31, 2016 eight (8) formal bids were received. The bid totals are shown in the table below with the unit cost tabulation attached.

Contractor	Bid Amount	Location
Shirley & Sons Construction Co., Inc.	$228,800.00	Cleveland, TX
Signature Bridge, Inc.	$245,513.00	Mentor, OH
L&L General Contractors	$265,447.00	Beaumont, TX
Deztex Industrial Services, LLC	$282,378.00	Port Arthur, TX
Crawley Shoreline Construction Inc.	$317,780.00	Baytown, TX
Brystar Contracting, Inc.	$357,800.00	Beaumont, TX
BDS Constructors, LLC, d/b/a MK Constructors	$390,700.00	Vidor, TX
ALLCO LLC	$485,001.00	Beaumont, TX

A total of 90 calendar days are allocated for the completion of the project.

FUNDING SOURCE

Capital Reserve Fund ($78,800) and Hotel Occupancy Tax Fund ($150,000.)

RECOMMENDATION

Approval of resolution.

BID TABULATION
CITY OF BEAUMONT
CATTAIL MARSH BOARDWALK
PROJECT PW0316-10

BID OPENING DATE: THURSDAY, MARCH 31, 2016, 2:00 PM

Item	Qty	Unit	Description	Shirley & Sons Construction Co. Inc. P.O. Box 429 Cleveland, TX 77328		Signature Bridge, Inc. 8810 Tyler Boulevard Mentor, OH 44060		L&L General Contractors 11988 FM 365 W Beaumont, TX 77705		Deztex Industrial Services, LLC 246 Rev Ransom Howard St. Port Arthur, TX 77640	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	**Mobilization Cost**, including payment bond, performance bond, and moving equipment to project and ganing access to construction areas, all in strict accordance with plans & specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	$6,800.00	$6,800.00	$7,365.00	$7,365.00	$7,967.00	$7,967.00	$8,200.00	$8,200.00
2.	260	LF	**8 FT Wide Boardwalk**. Furnish all labor, materials and equipment to construct a treated timber boardwalk, including piles, stringers, deck boards, rail post, rail boards, all galvanized fasteners, brackets, surface restoration, and reinforced concrete cap, all in accordance with the plans and specifications for,	$360.00	$93,600.00	$367.26	$95,487.60	$435.00	$113,100.00	$351.40	$91,364.00
3.	260	LF	**6 FT Wide Boardwalk**. Furnish all labor, materials and equipment to construct a treated timber boardwalk, including piles, stringers, deck boards, rail post, rail boards, all galvanized fasteners, brackets, surface restoration, all in accordance with the plans and specifications for,	$340.00	$88,400.00	$317.34	$82,508.40	$365.00	$94,900.00	$326.90	$84,994.00
4.	2	EA	**Viewing Platform**. Furnish all labor, materials and equipment to construct new treated timber covered viewing platform, including piles, stringers, deck boards, rail post, rail boards, roof framing and cover, all galvanized fasteners, and brackets, all in accordance with the plans and specifications for,	$20,000.00	$40,000.00	$30,076.00	$60,152.00	$24,740.00	$49,480.00	$48,910.00	$97,820.00
			TOTAL BASE BID:	**$228,800.00**		**$245,513.00**		**$265,447.00**		**$282,378.00**	
2A	1	LS	**8 FT Wide Boardwalk.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$19,420.00	$19,420.00	$22,011.00	$22,011.00	$13,000.00	$13,000.00	$28,600.00	$28,600.00
3A	1	LS	**6 FT Wide Boardwalk.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$16,086.00	$16,086.00	$21,487.00	$21,487.00	$11,000.00	$11,000.00	$27,300.00	$27,300.00
4A	1	LS	**Viewing Platform.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$7,872.00	$7,872.00	$5,705.00	$5,705.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
			TOTAL ADDITIVE:	**$43,378.00**		**$49,203.00**		**$28,500.00**		**$60,900.00**	

BID TABULATION
CITY OF BEAUMONT
CATTAIL MARSH BOARDWALK
PROJECT PW0316-10

BID OPENING DATE: THURSDAY, MARCH 31, 2016, 2:00 PM

Item	Qty	Unit	Description	Shirley & Sons Construction Co. Inc. P.O. Box 429 Cleveland, TX 77328		Signature Bridge, Inc. 8810 Tyler Boulevard Mentor, OH 44060		L&L General Contractors 11988 FM 365 W Beaumont, TX 77705		Deztex Industrial Services, LLC 246 Rev Ransom Howard St. Port Arthur, TX 77640	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			Acknolwedged Addendum No's. 1 & 2	YES		YES		YES		YES	
			Bid Bond	YES		YES		YES		YES	
			Corporate Resolution	YES		YES		YES		YES	
			Bid Summary	YES		YES		YES		YES	
			Info Required of Bidders	YES		YES		YES		YES	
			Bid Schedule	YES		YES		YES		YES	
			Conflict of Interest Questionnaire	YES		NO		YES		YES	
			Statement of City Charter Provision	YES		YES		YES		YES	
			MBE Schedule C	YES		YES		YES		YES	
			Insurance Verification Affidavit	YES		YES		YES		YES	

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

Signature

4-1-16
Date

BID TABULATION
CITY OF BEAUMONT
CATTAIL MARSH BOARDWALK
PROJECT PW0316-10

BID OPENING DATE: THURSDAY, MARCH 31, 2016, 2:00 PM

Item	Qty	Unit	Description	Crawley Shoreline Construction Inc. 225 Jordan Rd. Baytown, TX 77523		Brystar Contracting, Inc. 8385 Chemical Road Beaumont, TX 77705		BDS Constructors, LLC dba MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO L.L.C. P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	**Mobilization Cost**, including payment bond, performance bond, and moving equipment to project and ganing access to construction areas, all in strict accordance with plans & specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$11,500.00	$11,500.00	$14,000.00	$14,000.00
2.	260	LF	**8 FT Wide Boardwalk**. Furnish all labor, materials and equipment to construct a treated timber boardwalk, including piles, stringers, deck boards, rail post, rail boards, all galvanized fasteners, brackets, surface restoration, and reinforced concrete cap, all in accordance with the plans and specifications for,	$509.00	$132,340.00	$480.00	$124,800.00	$570.00	$148,200.00	$587.22	$152,677.20
3.	260	LF	**6 FT Wide Boardwalk**. Furnish all labor, materials and equipment to construct a treated timber boardwalk, including piles, stringers, deck boards, rail post, rail boards, all galvanized fasteners, brackets, surface restoration, all in accordance with the plans and specifications for,	$444.00	$115,440.00	$450.00	$117,000.00	$450.00	$117,000.00	$554.61	$144,198.60
4.	2	EA	**Viewing Platform**. Furnish all labor, materials and equipment to construct new treated timber covered viewing platform, including piles, stringers, deck boards, rail post, rail boards, roof framing and cover, all galvanized fasteners, and brackets, all in accordance with the plans and specifications for,	$30,000.00	$60,000.00	$53,000.00	$106,000.00	$57,000.00	$114,000.00	$87,062.60	$174,125.20
			TOTAL BASE BID:	**$317,780.00**		**$357,800.00**		**$390,700.00**		**$485,001.00**	
2A	1	LS	**8 FT Wide Boardwalk.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$10,610.00	$10,610.00	$18,000.00	$18,000.00	$9,100.00	$9,100.00	$12,100.00	$12,100.00
3A	1	LS	**6 FT Wide Boardwalk.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$7,237.00	$7,237.00	$15,000.00	$15,000.00	$6,240.00	$6,240.00	$12,100.00	$12,100.00
4A	1	LS	**Viewing Platform.** Furnish all labor, materials and equipment to install 1" x 6" gray composite deck boards and handrail cap boards in lieu of treated timber deck boards and handrail cap boards, all in strict accordance with the plans and specifications for,	$1,610.00	$1,610.00	$8,000.00	$8,000.00	$2,800.00	$2,800.00	$4,600.00	$4,600.00
			TOTAL ADDITIVE:	**$19,457.00**		**$41,000.00**		**$18,140.00**		**$28,800.00**	

BID TABULATION
CITY OF BEAUMONT
CATTAIL MARSH BOARDWALK
PROJECT PW0316-10

BID OPENING DATE: THURSDAY, MARCH 31, 2016, 2:00 PM

Item	Qty	Unit	Description	Crawley Shoreline Construction Inc. 225 Jordan Rd. Baytown, TX 77523		Brystar Contracting, Inc. 8385 Chemical Road Beaumont, TX 77705		BDS Constructors, LLC dba MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO L.L.C. P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			Acknolwedged Addendum No's. 1 & 2	YES		YES		YES		YES	
			Bid Bond	YES		YES		YES		YES	
			Corporate Resolution	YES		YES		YES		YES	
			Bid Summary	YES		YES		YES		YES	
			Info Required of Bidders	YES		YES		YES		YES	
			Bid Schedule	YES		YES		YES		YES	
			Conflict of Interest Questionnaire	YES		YES		YES		YES	
			Statement of City Charter Provision	YES		YES		YES		YES	
			MBE Schedule C	**NO**		YES		YES		YES	
			Insurance Verification Affidavit	**NO**		YES		YES		YES	

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

Signature

4-1-16
Date

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to Shirley & Sons Construction Co., Inc., of Cleveland, Texas, in the amount of $228,800 for the Cattail Marsh Boardwalk Project for the construction of a treated timber boardwalk and viewing platforms at the City of Beaumont's Cattail Marsh constructed wetland; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a Contract with Shirley & Sons Construction Co., Inc., of Cleveland, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of April, 2016.

_____

- Mayor Becky Ames -

3

April 12, 2016

Consider an ordinance authorizing the issuance and sale of City of Beaumont Tax Note, Series 2016, to finance the construction of the new landfill cell

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	April 12, 2016
REQUESTED ACTION:	Council consider an ordinance authorizing the issuance and sale of City of Beaumont Tax Note, Series 2016, in the amount of $1,600,000, to finance the construction of the new landfill cell.

BACKGROUND
On December 8, 2015 with Resolution No.15-277, Council approved a contract for the Landfill Cell 2 Construction Project in the amount of $1,411,638. On March 1, 2016, City Council approved a financing agreement for the purchase of several pieces of equipment. The construction of the landfill cell was included in the listing of items to be financed; however, the tax note is a more appropriate option for financing such an improvement. Therefore, the construction of the landfill cell was removed from that financing. A tax note is similar to a general obligation bond, but is secured by specified or constrained revenue sources rather than all revenue sources of the government. In this case, the revenues of the Solid Waste Fund are pledged.

The tax note will be issued at an interest rate of 1.84% to be repaid over a five year term.

FUNDING SOURCE
Solid Waste Fund.

RECOMMENDATION
Approval of the ordinance.

DRAFT

ORDINANCE NO. ___

AUTHORIZING THE ISSUANCE OF

$1,600,000
CITY OF BEAUMONT, TEXAS
TAX NOTE, SERIES 2016

Adopted: April 12, 2016

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AN ORDINANCE OF THE CITY OF BEAUMONT, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BEAUMONT, TEXAS, TAX NOTE, SERIES 2016; LEVYING A TAX IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code, as amended (the "Act"), the governing body of a municipality is authorized to issue the note hereinafter authorized (the "Note") to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the "City Council") of the City of Beaumont, Texas (the "City"), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Note for the purposes herein described and that such Note shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Note hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Note, as required by the Act; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Note as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Note at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Bond Counsel" means Bracewell LLP or any successor thereto.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" means the Debt Service Fund established by Section 8.01(a).

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office Austin, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Note" means the Note described in Section 3.04(d).

"Interest Payment Date" means the date or dates upon which interest on the Note is scheduled to be paid until the maturity of the Note, such dates being March 1 and September 1 of each year commencing September 1, 2016, until maturity or prior redemption.

"Issuance Date" means the date of the initial delivery of and payment for the Note.

"Note" means the City's Note entitled "City of Beaumont, Texas Tax Note, Series 2016" authorized to be issued by Section 3.01.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Note, as shown in the Register.

"Paying Agent/Registrar" means initially [The Bank of New York Mellon Trust Company, N.A., Dallas, Texas] or any successor thereto as provided in this Ordinance.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Note.

"Project" has the meaning set forth in Section 3.01.

"Purchase Letter" means the letter agreement described in Section 7.01 of this Ordinance.

"Purchaser" means Wells Fargo Bank, National Bank.

"Record Date" means, for any Interest Payment Date, the close of business on the fifteenth day of the month next preceding an Interest Payment Date.

"Redemption Price" means the principal amount of the Note being redeemed plus accrued interest to the date of redemption.

"Register" means the Register specified in Section 3.06(a).

"Scheduled Principal Balance" means for any period(s) the outstanding principal balance that may be determined using the description of the funding and payment obligations of the City contained herein.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same become due and payable and remaining unclaimed by the Owners of such Note for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms "Act," "City Council" and "City" shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE NOTE

Section 2.01. [Tax Levy for Payment of Note.

(a) While the Note or any part of the principal thereof or interest thereon remains outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Note as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures, but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose. The proceeds from all taxes levied, assessed and collected for and on account of the Note authorized by this Ordinance shall be deposited into the Debt Service Fund created pursuant to Section 8.01 herein.

(b) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Note when and as due and payable in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, and amount sufficient to pay such debt service, and such amount shall be used for no other purpose.]

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization. The City's note to be designated "City of Beaumont, Texas Tax Note, Series 2016," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly the Act, in the aggregate principal amount of $1,600,000 for the purpose of providing funds to pay contractual obligations incurred or to be incurred (i) for the construction of a landfill cell and related appurtenances and (ii) to pay the costs of issuance related thereto (the "Project").

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The entire principal amount of Note shall mature on _____ 1, 2021, and the Note shall bear interest at a rate of 1.84%

(b) The Initial Note shall be numbered I-1 and all other Notes, if any, shall be numbered separately from one upward or with such other designation acceptable to the City and the Paying Agent/Registrar.

(c) The Note shall be dated May 1, 2016. Interest on the Note shall accrue from the Issuance Date and be paid until the principal amount thereof has been paid or provision for such payment has been made, at the rate per annum specified in subsection (a) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Note shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date"), which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Owner of the Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Note shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of the Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office; provided, however, that for so long as the Note is held by a single Owner, mandatory sinking fund redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

(e) If a date for the payment of the principal of or interest on the Note is not a Business Day, a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close then the date for such payment shall be the next succeeding Business

Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Note for any further payment of such unclaimed moneys or on account of any such Note.

Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Clerk of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of such Note or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Issuance Date, one Note (the "Initial Note"), executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making

and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as the Note remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with this Ordinance.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Note shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note of the same maturity and interest rate and in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Note exchanged for another Note in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of the Note. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. A Note paid or redeemed before scheduled maturity in accordance with this Ordinance, and a Note in lieu of which an exchange Note or a replacement Note is authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Note in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Note shall be subject to redemption before scheduled maturity only as provided in this ARTICLE IV.

Section 4.02. Optional Redemption.

The Note is subject to optional redemption prior to maturity, in whole or in part any date after the Issuance Date, at a redemption price of par plus accrued interest to such date of redemption.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Note is issued as a single "Term Note" as designated in the form of Note contained in Section 6.02(a) and is subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Note contained in Section 6.02(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption, in inverse order of due date, a principal amount of the Term Note equal to the aggregate principal amount of such Term Note to be redeemed, shall call such Term Note for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05. For so long as the Note is held as a single Term Note by the Purchaser, the Paying Agent/Registrar shall record the reductions in the principal amount of the Note due to mandatory sinking fund redemption payments.

(c) The principal amount of the Term Note required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Note which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Note plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Section 4.04. Partial Redemption.

(a) A portion of the Note in a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral $5,000 multiple thereof. If such Note is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion or any integral $5,000 multiple of the Note as though it were a single Note for purposes of selection for redemption.

(b) Upon surrender of any Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Note in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of the Note as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Note (or portions thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The City reserves the right to give notice of its election or direction to redeem the Note under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. The Note subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Note to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar

from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Note being redeemed.

(b) Upon presentation and surrender of the Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption (or if the Note is held as a single Term Note, upon the reduction of the principal amount of the Note due to mandatory sinking fund redemption), the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) When the Note has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Note or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on the Note or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then the Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then the Note or portions thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Note and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

[Bank of New York Mellon Trust Company, N.A., Dallas, Texas] is hereby appointed as the initial Paying Agent/Registrar for the Note. The form of Paying Agent/Registrar Agreement is hereby approved.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while the Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor, Mayor Pro Tem or City Manager is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor, Mayor Pro Tem or the City Manager shall be attested by the City Clerk.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Note to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTE

Section 6.01. Form Generally.

(a) The Note, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on the Note, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification and such legends and indorsements (including any reproduction of an opinion of

counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note, including the Initial Note submitted to the Attorney General of Texas, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Note, as evidenced by their execution thereof.

Section 6.02. Form of Note. The form of Note, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Note, shall be substantially as follows:

(a) Form of Note.

REGISTERED REGISTERED

NO. I-1 $1,600,000

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF BEAUMONT, TEXAS
TAX NOTE
SERIES 2016

INTEREST RATE:	MATURITY DATE:	ISSUANCE DATE:
1.84%	_____ 1, 2021	May __, 2016

The City of Beaumont (the "City"), in Jefferson County, State of Texas, for value received, hereby promises to pay to

[INSERT PAYING AGENT]

or registered assigns, on the Maturity Date specified above, the sum of

ONE MILLION SIX HUNDRED THOUSAND DOLLARS

unless the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve

30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing on September 1, 2016.

The principal of this Note (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable without exchange or collection charges in lawful money of the United States of America on the Maturity Date specified above (unless redeemed prior thereto as provided in this Note) upon presentation and surrender of this Note at the corporate trust office in Austin, Texas (the "Designated Payment/Transfer Office"), of [The Bank of New York Mellon Trust Company, N.A., Dallas, Texas], as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the close of business on the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is dated May 1, 2016 and is issued in the aggregate principal amount of $1,600,000 (herein referred to as the "Note"), pursuant to a certain ordinance approved by the City Council of the City (the "Ordinance") for the purpose of providing funds for the purchase of land for a city hall complex and to pay the costs of issuance related thereto.

This Note and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

The Note is subject to optional redemption prior to maturity, in whole or in part any date after the Issuance Date, at a redemption price of par plus accrued interest to such date of redemption.

The Note is a "Term Note" subject to mandatory sinking fund redemption prior to scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

March 1, 2017	$_____
March 1, 2018	_____
March 1, 2019	_____
March 1, 2020	_____
March 1, 2021 (Maturity)	_____

The Paying Agent/Registrar will select in inverse order of due date the specific Term Note (or each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Note required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Note which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Note plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

Not less than 30 days prior to a redemption date for the Note, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Note to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Note pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Note subject to conditional redemption and such redemption has been rescinded shall remain

Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Note called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Note or portion thereof has not been surrendered for payment, interest on such Note or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Note of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note has been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

_____	_____
City Clerk	Mayor
City of Beaumont, Texas	City of Beaumont, Texas

[SEAL]

(b) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and ZIP Code of transferee): _____

_____

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(c) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

(d) The Initial Note shall be in the form set forth in paragraphs (a), (b), (c) and (d) of this Section, and shall be numbered "I-1".

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be printed on or attached to each Note over the certification of the City Clerk of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Purchase Letter.

(a) The Note is hereby sold and shall be delivered to the Purchaser at a price of $1,600,000, representing the par amount of the Note in accordance with the terms of the Purchase Letter of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor or City Manager and other appropriate officials of the City are hereby authorized to execute the Purchase Letter on behalf of the City and to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Note and the approving opinion of the Attorney General of Texas.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Note, as they may deem necessary and appropriate in order to consummate the delivery of the Note. Further, in connection with the submission of the record of proceedings for the Note to the Attorney General of the State of Texas for examination and approval of such Note, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Note or (ii) $9,500, but in no case less than $750).

(c) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

Section 7.02. Control and Delivery of Note.

(a) The Mayor, City Manager or designee is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor or City Manager, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein the City Manager shall be authorized to execute such documents and take such actions, and the performance of such duties by the City Manager shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Beaumont, Texas, Tax Notes, Series 2016, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City. The taxes levied under Section 2.01 shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Note plus the aggregate amount of interest due and that will become due and payable on such Note, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.02. Deposit of Proceeds.

Proceeds from the sale of the Note are appropriated for the purposes and shall, promptly upon receipt by the City, be applied as follows:

(a) Note proceeds in the amount of $_____ shall be used for the purposes set forth in Section 3.01.

(b) Note proceeds in the amount of $_____ shall be used to pay the costs of issuance.

(c) Any amounts remaining after paying costs of issuance may be used for the purposes described in subsection (a). Any amounts remaining after accomplishing such purposes and paying costs of issuance shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Note.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note. While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City is a duly organized and existing political subdivision of the State of Texas under the Constitution and laws of the State of Texas.

(b) The City is duly authorized under the laws of the State of Texas to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Ordinance a Contract – Amendments and Remedies.

(a) This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Owners, amend, add to, or rescind any of the provisions of this Ordinance.

(b) In the event of a default in the payment of the principal of or interest on the Note or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of the Note may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults, including by suit for mandamus or otherwise to enforce or compel performance of all duties required to be performed by the City under this Ordinance.

Section 9.04. Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Note be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, and the applicable Treasury regulations promulgated thereunder the ("Regulations"). The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Note to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder. In particular, the City covenants and agrees to comply with each requirement of this Section 9.04 of this Article IX; provided, however, that the City shall not be required to comply with any particular requirement of this Section 9.04 of this Article IX if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note or (ii) that compliance with some other requirement will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.04 of this Article IX.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Note, including interest or other investment income derived from Note proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Note will not be a "private activity bond" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Note is delivered, the proceeds of the Note will not be used in a manner that would cause the Note to be a "private activity bond" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Note to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations promulgated thereunder.

(d) No Hedge Bonds. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Note to be a "hedge bond" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(e) No-Arbitrage Covenant. The City covenants and agrees that it will make such use of the proceeds of the Note, including interest or other investment income derived from Note

proceeds, regulate investments of proceeds of the Note and take such other and further action as may be required so that the Note will not be a "arbitrage bond" within the meaning of section 148(a) of the Code and the Regulations promulgated thereunder. The City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Note is delivered, the proceeds of the Note will not be used in a manner that would cause the Note to be a "arbitrage bond" within the meaning of section 148(a) of the Code and the Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Note (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Note as may be required to calculate the amount earned on the investment of the gross proceeds of the Note separately from records of amounts on deposit in the funds and accounts of the City allocable to other debt issues of the City or moneys that do not represent gross proceeds of any debt issue of the City, (ii) determine at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Note that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Note or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Note that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Note is issued, an information statement concerning the Note, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Note until three years after the Note is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Note by the Internal Revenue Service.

(i) Registration. The Note will be issued in registered form.

(j) Deliberate Action. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Note to fail to meet any requirement of section 141 of the Code after the issue date of the Note unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the City takes such action, and an opinion of Bond Counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Section 9.04 of this Article IX shall survive the defeasance and discharge of the Note for as long as such matters are relevant to the exclusion from gross income of interest on the Note for federal income tax purposes.

ARTICLE X

DISCHARGE

Section 10.01. Discharge. The City reserves the right to defease, discharge or refund the Note in any manner permitted by applicable law.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Changes to Ordinance.

Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of Texas.

Section 11.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.03. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.04. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or

of the City, shall be liable personally on the Note, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.05. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, City Manager or the City Clerk and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 11.06. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE on this ___ day of April, 2016.

City Clerk City of Beaumont, Texas	Mayor City of Beaumont, Texas

4

April 12, 2016

Consider a resolution providing for the reimbursement of capital expenditures incurred prior to financing

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	April 12, 2016
REQUESTED ACTION:	Council consider approving a resolution providing for the reimbursement of capital expenditures incurred prior to financing.

BACKGROUND
On December 8, 2015 with Resolution No.15-277, Council approved a contract for the Landfill Cell 2 Construction Project. Construction of the cell began in February with the first progress payment being made on March 9, 2016. Because the payment was required prior to the financing being secured, a reimbursement resolution is warranted in order to allow the City to reimburse itself out of the proceeds of the financing. Such reimbursement resolutions are routine and have been approved in prior years when financing equipment as well as when incurring costs related to projects prior to issuing certificates of obligation and water revenue bonds.

FUNDING SOURCE
Solid Waste Fund.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

WHEREAS, on December 8, 2015, the City Council of the City of Beaumont, Texas adopted Resolution No. 15-277 approving the award of a contract to L.D. Kemp Excavating, Inc., of Fort Worth, Texas, in the amount of $1,411,638.40 for the Solid Waste Landfill Cell 2 Construction Project; and,

WHEREAS, the first progress payment on the project was made March 9, 2016, prior to financing being secured; and,

WHEREAS, it is necessary to approve reimbursement of the expenditures in order to allow the City to reimburse itself out of the proceeds of the financing for payments during the project;

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 hereby approves providing for the reimbursement of capital expenditures incurred prior to financing for the Solid Waste Landfill Cell 2 Construction Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of April, 2016.

_____

- Mayor Becky Ames -

PUBLIC HEARING

* Dangerous Structures

5

April 12, 2016

Consider an ordinance 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, Planning and Community Development Director

MEETING DATE: April 12, 2016

REQUESTED ACTION: City Council, after conducting a public hearing, consider an ordinance to declare the following seventy one (71) 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. 580 Anchor	2. 2695 Atlanta(garage apartment)
3. 4109 Avenue A	4. 4299 Avenue A & aux bldg
5. 1505 Avenue H (aux bldg)	6. 4170 Bennet (front structure)
7. 5520 Bigner & shed	8. 3055 Blanchette
9. 3650 Brandon (garage apartment)	10. 3705 Brandon
11. 4078 Brandon	12. 4140 Brandon (garage)
13. 3735 Chaison & aux bldg	14. 3745 Chaison

15. 3302 Cherry & aux bldg	16. 470 E Church
17. 5355 Concord (all bldgs)	18. 2605 Crockett
19. 690 Cuchia	20. 1648 Delaware
21. 2031 Delaware	22. 510 Devon (garage)
23. 5475 Dewberry	24. 6910 Donna (garage/canopy)
25. 4680 Doris	26. 2450 Durden & shed
27. 2295 Earl	28. 1115 N 11th Street (commercial)
29. 4795 El Paso	30. 2145 Evalon & garage
31. 950 5TH & shed	32. 4340 Fonville (aux bldgs)
33. 4370 Fonville (rear house)	34. 7710 Forest Park (aux bldgs)
35. 1795 Glasshouse & shed	36. 1825 Glasshouse & shed
37. 1447 ½ Grand	38. 2169 Grand
39. 865 Grant	40. 7535 Greenfield
41. 4570 Hartel (garage apartment)	42. 2290 Hebert
43. 8465 Highway 105 & shed	44. 3430 Kenneth
45. 8390 Lawrence & shed	46. 1647 Levy
47. 2640 Long	48. 3880 E Lynwood
49. 3345 Maida	50. 2695 S Major (rear house)
51. 230 Manning	52. 142 Mariposa
53. 837 Maple & shed	54. 5380 Margo
55. 1275 McFaddin (garage apartment)	56. 2404 McFaddin
57. 3940 Octavia & shed	58. 4384 Ogden (rear house)
59. 1175 Oregon	60. 1676 Pauline
61. 11155 Pine Haven	62. 650 Pipkin (aux bldg)

63. 1050 Plum	64. 2085 Pope & aux bldg
65. 2132 Pope	66. 2065 Primrose
67. 2390 ½ Saint Anthony & shed	68. 2555 Smart (aux bldg)
69. 965 Van Buren	70. 1015 Van Buren
71. 2236 Victoria	

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
City may incur the cost of demolition. Sources may include General Fund and Community Development Block Grant (CDBG) funding.

RECOMMENDATION
Approval of the ordinance.

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. 580 Anchor	2. 2695 Atlanta(garage apartment)
3. 4109 Avenue A	4. 4299 Avenue A & aux bldg
5. 1505 Avenue H (aux bldg)	6. 4170 Bennet (front structure)
7. 5520 Bigner & shed	8. 3055 Blanchette
9. 3650 Brandon (garage apartment)	10. 3705 Brandon
11. 4078 Brandon	12. 4140 Brandon (garage)
13. 3735 Chaison & aux bldg	14. 3745 Chaison
15. 3302 Cherry & aux bldg	16. 470 E Church
17. 5355 Concord (all bldgs)	18. 2605 Crockett
19. 690 Cuchia	20. 1648 Delaware
21. 2031 Delaware	22. 510 Devon (garage)
23. 5475 Dewberry	24. 6910 Donna (garage/canopy)
25. 4680 Doris	26. 2450 Durden & shed
27. 2295 Earl	28. 1115 N 11th Street (commercial)
29. 4795 El Paso	30. 2145 Evalon & garage
31. 950 5TH & shed	32. 4340 Fonville (aux bldgs)

33. 4370 Fonville (rear house)	34. 7710 Forest Park (aux bldgs)
35. 1795 Glasshouse & shed	36. 1825 Glasshouse & shed
37. 1447 ½ Grand	38. 2169 Grand
39. 865 Grant	40. 7535 Greenfield
41. 4570 Hartel (garage apartment)	42. 2290 Hebert
43. 8465 Highway 105 & shed	44. 3430 Kenneth
45. 8390 Lawrence & shed	46. 1647 Levy
47. 2640 Long	48. 3880 E Lynwood
49. 3345 Maida	50. 2695 S Major (rear house)
51. 230 Manning	52. 142 Mariposa
53. 837 Maple & shed	54. 5380 Margo
55. 1275 McFaddin (garage apartment)	56. 2404 McFaddin
57. 3940 Octavia & shed	58. 4384 Ogden (rear house)
59. 1175 Oregon	60. 1676 Pauline
61. 11155 Pine Haven	62. 650 Pipkin (aux bldg)
63. 1050 Plum	64. 2085 Pope & aux bldg
65. 2132 Pope	66. 2065 Primrose
67. 2390 ½ Saint Anthony & shed	68. 2555 Smart (aux bldg)
69. 965 Van Buren	70. 1015 Van Buren
71. 2236 Victoria	

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.

Section4.

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 12th day of April, 2016.

_____

- Mayor Becky Ames

PUBLIC HEARING

* Receive comments from applicants for Public Services and Public Facilities Program funding as well as public comments concerning the proposed 2016 Community Development Block Grant Program

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	April 12, 2016
REQUESTED ACTION:	Council conduct a Public Hearing to receive comments from applicants for Public Services and Public Facilities Program funding as well as public comments concerning the proposed 2016 Community Development Block Grant Program.

BACKGROUND
Applicants for Public Services and Public Facilities and Improvements funding from the 2016 Community Development Block Grant Program will have the opportunity at this Public Hearing to present details of their applications and answer questions from the City Council. In addition, the public will have the opportunity to comment on the proposed 2016 Community Development Block Grant Program.

FUNDING SOURCE
U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant funds.

RECOMMENDATION
Council conduct the Public Hearing.

2016 HUD CONSOLIDATED GRANT PROGRAM

Preliminary

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	2016 Budget
HOUSING	
Minor Repair Administration Funds will be used for personnel and operating expenses necessary for compliance with the planning, execution, and regulatory requirements associated with the implementation of the Minor Repair grant program.	30,000
Minor Repair Projects Funds will be used for the minor repair of homes at a maximum of $6,500 each. Funding will be used to assist low/moderate income persons, primarily elderly and disabled.	30,579
LAND BANK PROGRAM Funds would be used to acquire targeted vacant properties for redevelopment by non-profit partners. Also, funds would be used to develop a "Mow-to-Own" Program, allowing neighbors to take ownership of properties that are maintained by the neighbor, instead of relying on ongoing maintenance by city.	12,500
CLEARANCE AND DEMOLITION Funds will be used to demolish unsafe, unsanitary and uninhabitable residential structures located in low to moderate income areas.	55,000
PUBLIC FACILITY & IMPROVEMENT **Section 108 Loan Repayment for:** Hotel Beaumont; Crocket Street; Jefferson Theater; Theodore R. Johns, Jr. Library; L.L. Melton YMCA	825,000
PUBLIC SERVICES **Public Service Organizations** Funds will be used for administrative and operating costs for various public service organizations that provide services to low/moderate income citizens.	60,000
ADMINISTRATION Funds will be used for personnel and operating expenses necessary for compliance with the planning, execution, and regulatory requirements associated with the implementation of the HUD Consolidated Grant Program.	253,270
TOTAL ENTITLEMENT	**1,266,349**
Program Income Small Business Loan Historic Preservation Loan Fund Clearance and Demolition *Program Income is Estimated	**100,000**
TOTAL CDBG	**1,366,349**

2016 HUD CONSOLIDATED GRANT PROGRAM

Preliminary

	2016 Budget
HOME	
AFFORDABLE HOUSING PROGRAM	
Funds will be awarded to a non-profit housing development organization that will assist low/moderate income families in the process of acquiring a home (down payments assistance/closing costs, and mortgage buy downs).	
HOME ADMINISTRATION (10%)	**36,776**
CHDO OPERATING (5%) (Community Housing Development Organization Operating)	**18,388**
CHDO RESERVE (15%) (Community Housing Development Organization Reserve)	**55,164**
ENTITLEMENT (70%)	**257,435**
TOTAL HOME	**367,763**

CDBG 2016 Applicants for Public Services/Public Facilities

Community Public Services/Housing/Educational

Public Facilities

1. AARP/EXPERIENCE CORP.
$10,000
Funding will be used to reimburse the salaries of staff/tutors that participate in a mentoring and tutoring program for BISD elementary school students from low/moderate income households.

2. CATHOLIC CHARITIES
$13,885
Funding will be used to reimburse the cost to provide a free income tax preparation services through the Volunteer Income Tax Assistance (VITA) Program of their Asset Building Case Management Program. These expenses include but are not limited to personnel costs, allocated management and general expenses, printing, materials, supplies and volunteer training.

3. CHILD ABUSE AND FORENSIC SERVICES
$20,000
Funding will be used to reimburse a portion of salary costs associated with the on call services and examinations provided to low/moderate income victims of sexual assault after hours and weekends.

4. FAMILY SERVICES OF SOUTHEAST TEXAS
$20,000
Funding will be used to reimburse operating expenses, including care of building and grounds, utilities, office supplies and household supplies for the shelter that houses victims of domestic abuse and their children.

5. HENRY'S PLACE/SOME OTHER PLACE
$20,000
Funding will be used to pay for operational costs at a facility that serves homeless, mentally disabled persons. Costs to include: assistance with utility bills, repair/maintenance of equipment, office/custodial supplies, salaries and professional fees.

6. HOPE WOMEN'S RESOURCE CLINIC - **CORRECTION**
$11,830.75
Funding will be used to purchase several teaching curriculums, a Spanish speaking course, classroom and office supplies.

7. I.E.A. (INSPIRE, ENCOURAGE, ACHIEVE)
$10,000
Funding will be used to pay for the implementation of activities that strengthen and promote healthy lifestyle choices among youth involved in the juvenile justice center as well as those who are at risk of delinquency by providing them with learning and literacy sessions. Also included are administrative costs, training specialists cost and project supplies (equipment, uniforms and interview attire) to help the youth develop employability skills.

8. JULIE ROGER'S GIFT OF LIFE PROGRAM
$10,000
Funding will be used to purchase and print educational literature and materials in English and Spanish that will facilitate healthy behavior reaching low to moderate income youth and other individuals.

9. NUTRITION AND SERVICES FOR SENIORS
$9,111.42
Funding will be used purchase four (4) manual, heavy duty industrial can openers and eight (8) mobile shelving units for the Meals on Wheels Program which provides a hot meal to the homebound senior citizens of our community that are low to moderate income.

10. SETX FAMILY RESOURCE CENTER
$20,000
Funding will be used to facilitate an after-school and summer enrichment program, building and vehicle maintenance costs and repairs, supplies for the Jazzy Seniors Program, costs to include (health screenings, family activity nights, food distribution, and resource referrals, kitchen supplies, and paper/plastic goods). Funding will also enhance educational programs, computer literacy (ink/paper, educational & learning software and copier machine toner), GED library (books, books on tape, music and equipment). All services provided to benefit the low to moderate income areas of Beaumont.

11. SOUTHEAST TEXAS FOOD BANK
$8.000
Funding will be used to purchase two modest capacity refrigerators and produce for the Backpack Program. The food will be distributed to low to moderate income students of BISD.

12. Tender Loving Care/Legacy CDC
$20,000
Funding will be used to cover the costs of an 8 hour certification course required for the 1st Time Homebuyers Program, Credit and Financial Counseling that will provide hands on financial and credit counseling to low income families and residents of Beaumont that desire to purchase a home.

13. The H.O. W. Center
$12,500
Funding will be used to purchase new A/C and heating units to replace the old, worn out existing unit at a facility that houses and provides educational opportunities, job training and other services for low to moderate income men who are recovering from substance and/or alcohol addiction. Project will replace the existing A/C and heating units for Dorm #1 and #2.

14. The ARC Of Greater BMT
$10,200
Funding will be used to construct a covered walkway which will provide a level of protection from inclement weather conditions for individuals with intellectual and developmental disabilities, including autism.

15. YOUNG AMERICANS OVERSEAS
$20,000
Funding will be used to support an Epidemiology scientific training program, provide two full scholarships to study abroad in Europe for two weeks in the summer and to provide free assistance to college bound socio-economically disadvantaged BISD students who need help completing college applications and financial aid forms.

Certification of compliance with National Objectives in accordance with subpart C of CFR part 570 projected use of funds meet one National Objective: 1) benefits low and moderate income families, 2) aids in prevention or elimination of slums or blighted conditions, and 3) meet other community development needs having a particular urgency.

2016 CONSOLIDATED BLOCK GRANT PROGRAM APPLICATIONS

Public Services/Public Facilities & Improvements/Emergency Shelter Set-Aside

ORGANIZATION	AMOUNT REQUESTED	CDAC RECOMMENDATIONS	ADMINISTRATION RECOMMENDATIONS	CITY COUNCIL RECOMMENDATIONS
PUBLIC SERVICES				
AARP/Experience Corp	$10,000.00	$0.00	$0.00	$0.00
Catholic Charities of Southeast Texas	$13,885.00	$3,804.88	$0.00	$0.00
Child Abuse & Forensic Services	$20,000.00	$8,243.90	$0.00	$0.00
Hope Women's Resource Clinic	$11,830.75	$0.00	$0.00	$0.00
IEA - Inspire, Encourage, Achieve	$10,000.00	$5,707.32	$0.00	$0.00
Julie Roger's "Gift for Life"	$10,000.00	$6,341.46	$0.00	$0.00
Nutrition and Services for Seniors	$9,111.42	$8,243.90	$0.00	$0.00
Southeast Texas Family Resource Center	$20,000.00	$3,804.88	$0.00	$0.00
Southeast Texas Food Bank	$8,000.00	$8,000.00	$0.00	$0.00
Tender Loving Care/Legacy CDC	$20,000.00	$0.00	$0.00	$0.00
Young Americans Overseas	$20,000.00	$0.00	$0.00	$0.00
Total Public Services	**$152,827.17**	**$44,146.34**	**$0.00**	**$0.00**
PUBLIC FACILITIES AND IMPROVEMENTS				
The ARC of Greater Beaumont	$10,200.00	$0.00	$0.00	$0.00
The H.O.W. Center	$12,500.00	$3,804.88	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
Total Public Facilities and Improvements	**$22,700.00**	**$3,804.88**	**$0.00**	**$0.00**
HOMELESS/SET-ASIDE				
Family Services of Southeast Texas	$20,000.00	$5,707.32	$0.00	$0.00
Henry's Place/Some Other Place	$16,000.00	$6,341.46	$0.00	$0.00
Total Homeless/Set-Aside	**$36,000.00**	**$12,048.78**	**$0.00**	**$0.00**
TOTAL AMOUNT REQUESTED FOR ALL FUNDING	**$211,527.17**	**$60,000.00**	**$0.00**	**$0.00**

WORK SESSION

* Review and discuss the responses to the Request for Proposals for private warranty programs available for customer water/sewer lines

WORK SESSION

* Review and discuss the construction and/or repair of sidewalks throughout the City of Beaumont