



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

CONSENT AGENDA

- * Approval of minutes – August 26, 2014
- * Confirmation of committee appointments
- A) Authorize the City Manager to enter into an Interlocal Agreement with Jefferson County, Texas for the Gulf States Road Project
- B) Authorize the execution of an agreement with Valero
- C) Authorize the execution of a Mutual Aid Agreement with local government entities that are part of the South East Texas Regional Planning Commission Region
- D) Authorize the acceptance of a fifteen foot wide Non-Exclusive Water Meter Easement for the construction of a new building at 3749 Hwy 69
- E) Approve the award of an annual contract to Lone Star Uniform, Inc. for City work uniforms, for use by all City departments other than Police, Fire and EMS



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., City Engineer

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Jefferson County, Texas for the Gulf States Road Project.

BACKGROUND

Texas Local Government Code Chapter 791 allows a governmental agency to enter into a joint interlocal agreement. This agreement shall authorize the City to provide support and assistance to the County to provide safe access and enhance safety on Gulf States Road, and to set for the terms by which each of the parties will ensure the project's success by complying with city, county, and State of Texas Manual Uniform Traffic Control Devices (TMUTCD-Section 4B-12) Texas Department of Transportation and the State of Texas Local Government Code.

Through this agreement the City of Beaumont agrees to:

- Support and assist Jefferson County Precinct #4 on any issues concerning the traffic signal light control device, flashing lights and thermoplastic materials for installation on Gulf States Road
- Provide written quotes and supply materials, equipment and labor for the project.
- Furnish and install pavement markings, traffic signal devices, flashing lights which includes hardware & accessories, any and all related labor for the removal, disposal and repositioning of flashing light fixtures.

Through this agreement the County agrees to:

- Follow the Local Government Code and TMUTCD guidelines as outlined in the Interlocal Agreement between the City of Beaumont Transportation Division and Jefferson County.
- Ensure traffic compliance issues on Gulf Stated Road
- Pay the City of Beaumont for all actual furnished labor, equipment and materials. The estimated cost to be reimbursed is \$8,404.92.
- Jefferson County will maintain the items installed by the City after installation of same.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute an Interlocal Agreement between the City of Beaumont and Jefferson County, Texas to provide safe access and enhance safety on Gulf States Road. The Interlocal Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

- Mayor Becky Ames -

**INTERLOCAL AGREEMENT
(GULF STATES ROAD PROJECT)**

STATE OF TEXAS

COUNTY OF JEFFERSON

This agreement is made by and between the **City of Beaumont**, a home rule City of the State of Texas (hereinafter called "**City**") and Jefferson County, County of the State of Texas (herein after called "**County**") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Whereas, the City shall provide support and assistance to the County to provide safe access and enhance safety on Gulf States Road, and to set forth terms by which each of the parties will ensure the project's success by complying with city, county, and State of Texas Manual Uniform Traffic Control Devices (TMUTCD-Section 4B-12) Texas Department of Transportation and the State of Texas Local Government Code.

THEREFORE, the City and County agrees as follows:

W I T N E S S E T H

City agrees to:

- Support and assist Jefferson County Precinct #4 on any issues concerning the traffic signal light control device, flashing lights and thermoplastic materials for installation on Gulf States Road.
- To provide materials, equipment and labor for this project.
- Written quote for materials, equipment, and labor regarding traffic signal light device, flashing lights, and thermoplastic materials for installation on Gulf States Road project.
 - Furnish and install pavement markings, traffic signal devices, flashing lights which includes hardware & accessories, any and all related labor for the removal, disposal and repositioning of flashing lights fixture.

County agrees to:

- Follow the Local Government Code and TMUTCD guidelines as outlined in the Interlocal Agreement between City of Beaumont Transportation Division and Jefferson County.
- Ensure traffic compliance issues on Gulf States Rd.
- Pay City of Beaumont for all actual furnished labor, equipment and materials to enhance safety on Gulf States Road which is in estimated amount of \$8,404.92. Jefferson County will maintain the items installed by the City after installation of same.

Other Provisions

No part of this Interlocal Agreement is intended to conflict with current laws or regulations of the State of Texas, Local Government Code, or TMUTCD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect and construed according to the laws of the State of Texas. This Memorandum of Understanding shall be construed to preserve, to the maximum extent possible, any rights the parties have under the Texas Torts Claims Act.

Effective Date

The terms of the Interlocal Agreement will become effective on the date found next to the signatures below.

Executed this _____ day of _____, 2014.

ATTEST:

CITY OF BEAUMONT

By: _____
City Clerk

By: _____
City Manager

ATTEST:

JEFFERSON COUNTY

By: *A. Good - Chief Deputy*

By: *[Signature]*
Jeff Brantick, County Judge



**Cost Estimate for Signal Repairs and Pavement Markings
Installation on Gulf States Road**

Materials

8 – 12" / 3 sec. signal heads w/ 4-way mount and hdwe. -----	\$2,686.00
4 – 12" flashing beacons w/ hardware-----	\$352.00
Foundation\Pole(2) incl. concrete and basket-----	\$800.00

Material for rumble strip and stop line and signal ahead:

item	quantity	price each	total
8' "SIGNAL"	2	\$262.05	\$524.10
8' "AHEAD"	2	\$178.81	\$357.62
12" white Stop bar	1	\$86.49	\$86.49
Black Rumble Bar kit	4	\$259.10	\$1,036.40

Total \$ 5,842.61

Equipment

Boring Mach.-----	\$27.50/hr. x 5 hr. =\$137.50
Digger Derrick-----	\$32.00/hr. x 5 hr. =\$160.00
Bucket Truck (2)-----	\$ 5.30/hr. x 10 hr. = \$53.00
Mini-Excavator-----	\$19.50/hr. x 5 hrs. = \$97.50
2 yd. Dump -----	\$ 21.00/hr. x 5 hrs. =\$105.00
Pick-up (2)-----	\$ 7.40/hr. x 18 hrs. =\$133.2

Total \$ 686.20

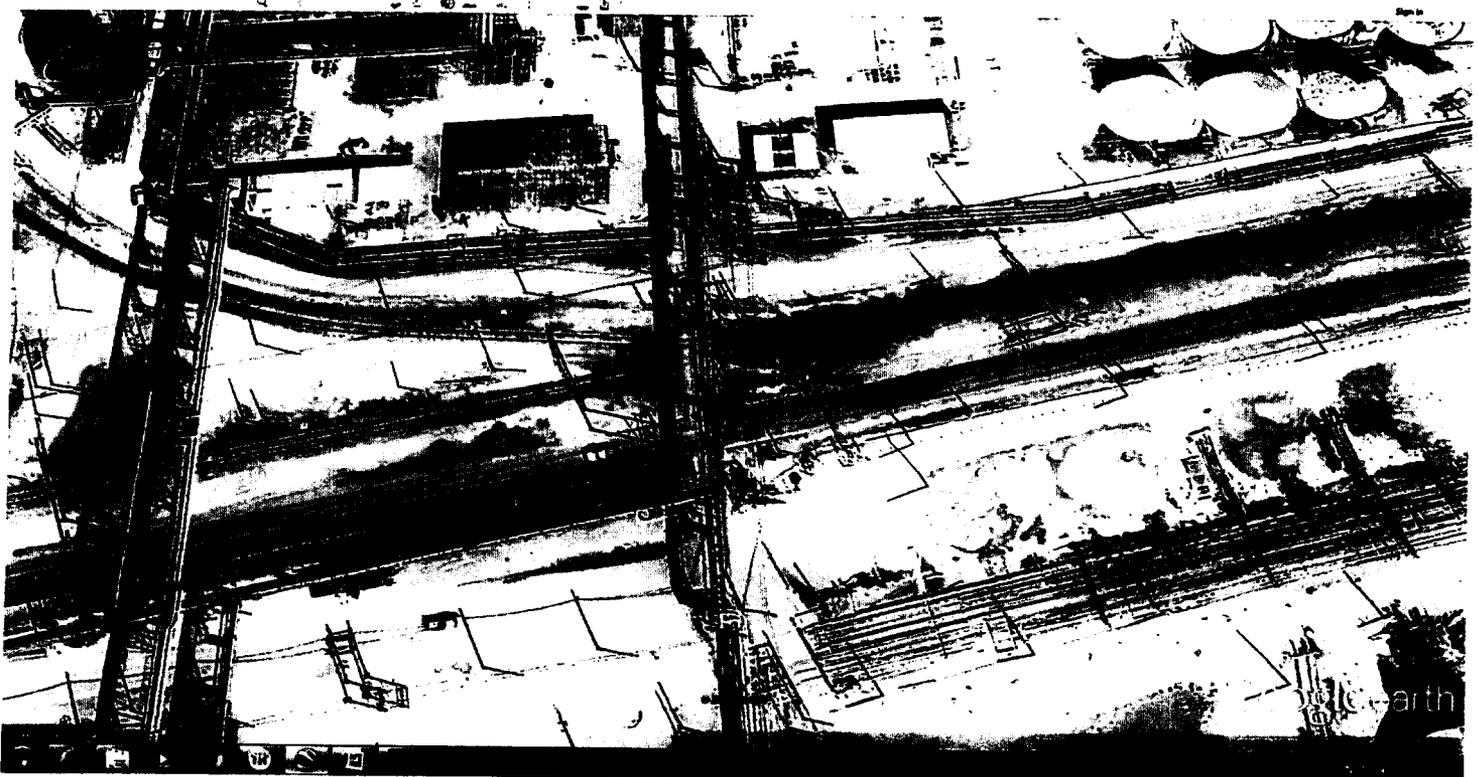
Labor

Equipment Oper. -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 10 hrs. =\$335.12
Crew Leader -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 14 hrs. =\$469.19
Laborer (2) -----	(\$11.00/hr.x1.28573+\$5.29/hr) x 36 hrs. =\$699.59
Signal Tech -----	(\$27.72*/hr.x1.28573+\$5.29/hr) x 5 hrs. =\$204.65
Signal Craftsman -----	(\$21.95*/hr.x1.28573+\$5.29/hr) x 5 hrs. =\$167.56

Total \$1,876.11

Project Total \$8,404.92

*Includes overhead costs adjustment of 28.573% and \$5.29/hr insurance benefit





City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the execution of an agreement with Valero.

BACKGROUND

Valero Partners Lucas, LLC has requested a 4-inch water meter to serve its Lucas Terminal on West Port Arthur Road. The service line from the City's existing water main to the proposed water meter will cross a railroad that is owned by Southern Pacific. Valero has agreed to assign their agreement with the railroad for an existing 16-inch diameter pipeline to the City. This pipeline will serve as the casing for the 4-inch diameter water service line. The proposed water meter will be situated within a Water Line Easement accepted by Council on August 26, 2014.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Valero Partners Lucas, LLC has request a four inch (4") water meter to serve its Lucas Terminal on West Port Arthur Road; and,

WHEREAS, the service line from the City's existing water main to the proposed water meter will cross a railroad that is owned by Southern Pacific; and,

WHEREAS, Premcor Pipeline Co. has agreed to assign their agreement with the railroad for an existing sixteen inch (16") pipeline and a twenty inch (20") casing to the City; and,

WHEREAS, this pipeline will serve as the casing for the four inch (4") water service line; and,

WHEREAS, it is also necessary for Premcor Pipeline Co. to convey its interest in a 158.5 foot section of pipeline to the City for the installation of the water line and meter;

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 Manager be and he is hereby authorized to execute agreements with Premcor Pipeline Co. for assignment of rights to certain Southern Pacific Railroad right-of-way and the conveyance and assignment of an approximate 158.5 foot section of a sixteen inch (16") pipeline and twenty inch (20") casing. The Bill of Sale and Assignment and Assignment Agreement are substantially in the form attached hereto as Exhibits "A" and "B" and made a part hereof for all purposes.

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

- Mayor Becky Ames -

BILL OF SALE AND ASSIGNMENT

THE PREMCOR PIPELINE CO., a Delaware corporation, with an address of One Valero Way, San Antonio, Texas 78249 ("Assignor"), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, sets over, transfers and delivers to THE CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, with an address of P.O. Box 3827, Beaumont, Texas 77704 ("Assignee"), all of Assignor's right, title, and interest in and to an approximately 158.5-foot portion of Assignor's certain sixteen-inch (16") pipeline and twenty-inch (20") casing known as Assignor's Lucas Terminal Casing No. 8, located in Jefferson County, Texas, which casing is shown on Exhibit "A" attached hereto and made a part hereof for all purposes (collectively, the "Property").

THE PROPERTY CONVEYED HEREBY IS CONVEYED "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE PROPERTY'S MERCHANTABILITY, MARKETABILITY, CONDITION, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. THIS INSTRUMENT SHALL GOVERN IN THE EVENT OF ANY CONFLICT BETWEEN IT AND ANY PRIOR OR CONTEMPORANEOUS REPRESENTATION, DOCUMENT OR AGREEMENT MADE OR EXECUTED BY ASSIGNOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

By a separate Assignment Agreement dated _____, 2014, between Assignor, Assignee, and Strong Capital I Funding, LP (successor in interest to Southern Pacific Transportation Company), that certain license agreement (the "License Agreement") dated January 14, 1977, relating to the Property, has been assigned by Assignor to Assignee, pursuant to the terms and conditions of the License Agreement.

This instrument is made and accepted subject to (a) any and all matters of record, (b) any matters which a survey would reveal, (c) liens for taxes not yet delinquent, (d) all consents, approvals, authorizations or permits of, or filings with or notifications to, any person or entity which is required to be obtained, made or complied with for or in connection with any sale, assignment, transfer or encumbrance of the Property or any portion thereof (collectively, the "Approvals"), and (e) the rights reserved to or vested in any governmental authority to control or regulate any of the Property and all applicable laws of such authorities.

To the extent that any required Approvals have not been obtained as of the date hereof and the failure to obtain such Approvals would give rise to the right on the part of any third party to terminate or limit any right of Assignor or Assignee with respect to any of the Property affected thereby, then any provision contained in this instrument shall not become effective with respect to such Property unless and until such Approval has been obtained, waived or is no longer required. When such Approval has been obtained, waived or is no longer required, this instrument shall automatically become effective without the need for any further action on the part of Assignor, Assignee, or any other person and without payment of any further consideration. Until such time as any such Approval has been obtained or waived or is no longer

required, Assignor shall (without infringing on the legal rights of any third party or violating any law) provide Assignee with the equivalent benefits of the Property affected, by subcontract or otherwise, on the condition that Assignee shall (without infringing on the legal rights of any third party or violating any law) cooperate and assist in such efforts and shall bear all economic burdens and other obligations and liabilities of Assignor under the affected Property, notwithstanding the fact that the same have not been transferred to Assignee.

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns forever, such that neither Assignor, nor any successor or assign of Assignor, shall have, claim or demand any right, title, interest or estate therein or with respect thereto, and subject to the matters set forth above.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Texas, and is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This instrument is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

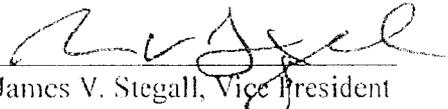
[signatures contained on the next page]

DATED to be effective _____, 2014 (the "Effective Date").

ASSIGNOR:

THE PREMCOR PIPELINE CO.

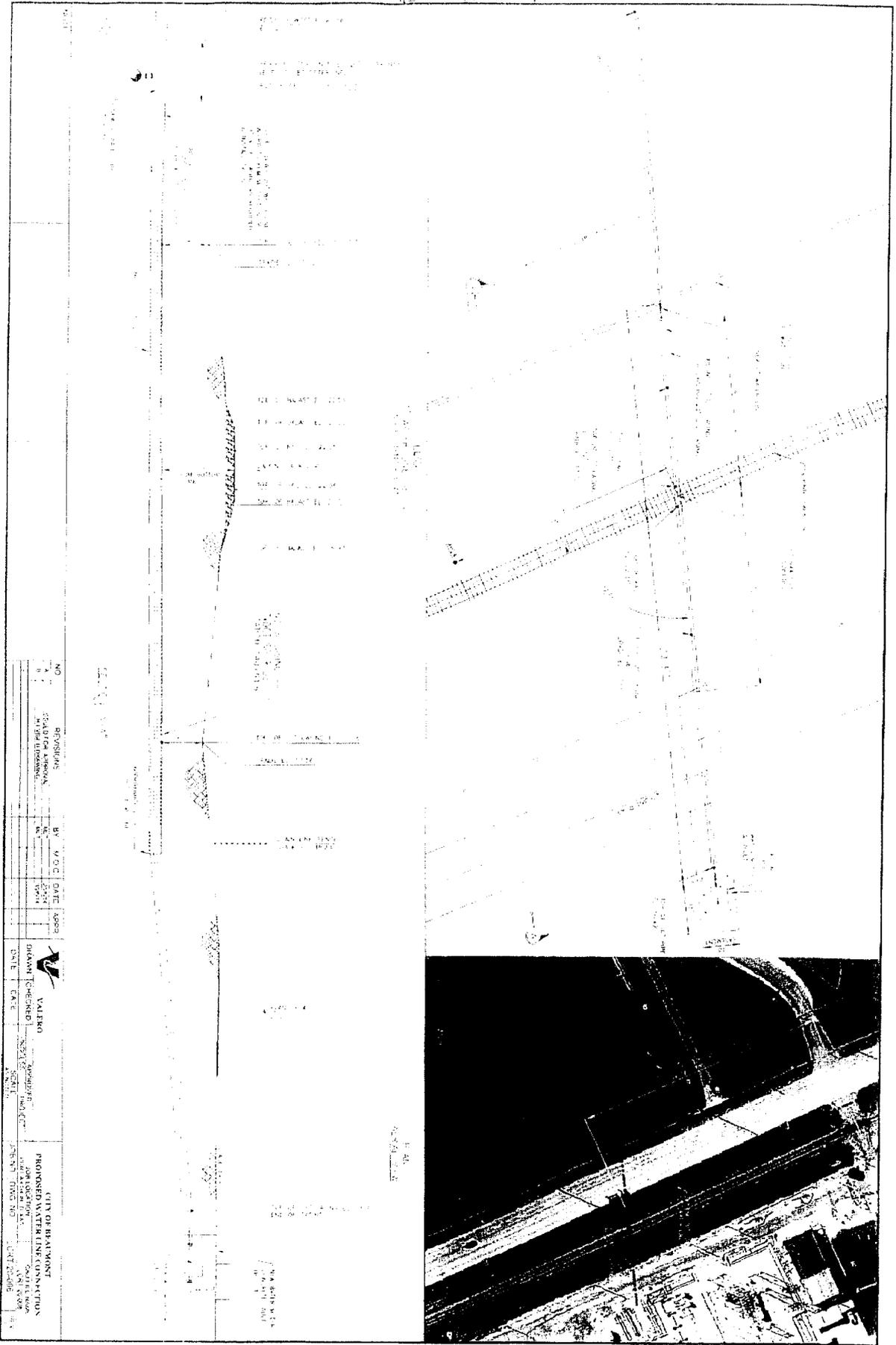
APPROVED
LEGAL
LC

By: 
James V. Stegall, Vice President

ASSIGNEE:

THE CITY OF BEAUMONT

By: _____
Name: _____
Title: _____



NO.	PROVISIONS	BY	DATE
1	STANDARD SPECIFICATIONS		1988
2	MINIMUM REQUIREMENTS		1988


VALERIO
 DRAWN TO BEHOLD
 DATE: 11/11/88
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

CITY OF BEAVERTON
 PROPOSED WATER LINE CONNECTION
 FOR LOCATION
 10000 N. CENTRAL AVE.
 BEAVERTON, OR 97005

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of 5:00 p.m. on _____ is entered into and executed and delivered by and among The Premcor Pipeline Co., a Delaware Corporation, whose address is One Valero Way, E2A-110, San Antonio, TX 78249-1616 (hereinafter called "Assignor"); City of Beaumont, a Texas municipality, whose address is P.O. Box 3827, Beaumont, Texas 77704 (hereinafter called "Assignee"); and Strong Capital Funding, L.P., a Delaware Limited Partnership, (hereinafter called "Strong");

WHEREAS, Assignor and Strong, or their respective predecessors in interest, entered into one or more agreement(s), as amended or supplemented prior to the date hereof, and described on Exhibit A attached hereto and made a part hereof (collectively, the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Assignment in order to, among other things, modify amend and supplement certain payment (including without limitation payment amounts and certain payment terms), liability and indemnification provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of Assignor, Assignee and Strong, the parties do hereby agree as follows:

1. Assignment. The Assignor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby fully, completely and validly sells, assigns, conveys, transfers, sets over and delivers to the Assignee all of the Assignor's right, title, benefit, privileges and interest in, to and under the Agreement (the "**Assigned Rights**"), subject to the terms, conditions and limitations set forth therein. Any indemnity obligation(s) contained in the Agreement shall be enforced against Assignee only to the extent said indemnity is implemented pursuant to or in compliance with the Constitution and laws of the State of Texas. TO HAVE AND TO HOLD the Agreement and Assigned Rights unto Assignee and its successors and assigns forever.

2. Assumption. Except as otherwise provided herein, the Assignee hereby accepts the above assignment of the Assigned Rights and assumes and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations, terms, provisions, duties, obligations and conditions contained in said Agreement to be performed and observed by the Assignor, and assumes and agrees to timely pay and perform, honor, discharge and satisfy all duties, obligations and liabilities of Assignor arising out of or relating to the Agreement or Assigned Rights (the "**Assumed Liabilities**").

3. Effect of Assignment. Strong, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment, provided, however, that such consent shall not be deemed or construed to authorize any further assignment of said Agreement, whether voluntary, by operation of law, or otherwise, without the prior written consent of Strong; provided, further, that as between the Assignor and Strong, neither this Assignment nor anything herein contained shall be construed as releasing the Assignor from the obligation to perform and observe fully and faithfully all of the Assumed Liabilities contained in said Agreement to be performed by the Assignor prior to the Effective Time (hereinafter defined).

4. Administrative Processing Fee. Assignor shall pay to Strong an administrative processing fee in the amount of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) upon the execution and delivery of this Assignment by check.

5. Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

i. The sections indicated in the "Rental Section" column of Exhibit A shall be deleted in their entirety and replaced with the following:

(a). "As partial consideration for the permission herein given, Assignee shall pay to Strong, as rental the sum stated in the "Rental Amount" column of Exhibit A, payable annually in advance and subject to annual adjustment. Acceptance by Railroad of rental in advance shall not be construed as a waiver by Railroad of its right to terminate as set forth on the "Termination Section" column of Exhibit A.

(b). CPI Factor Adjustments. The annual rental amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Time of this Assignment by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "*Consumer Price Index*"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States Governmental agency, or by a minimum of three percent (3%). The "*CPI Factor*" is the percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding each anniversary of the Effective Time of this Assignment, adjusted to the nearest one-tenth of one percent.

(c). Interest. All amounts due hereunder shall bear interest from the date when due until paid at a rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas, without regard to conflicts of laws principles, and in no event will interest exceed the maximum amount permitted by such laws.

(d). Dispute Resolution. Any dispute, controversy or claim arising from or in connection with the Agreement, an alleged breach of the Agreement or the relationship of the parties under the Agreement, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise (a "*Dispute*") shall be resolved as follows:

(i) Informal Resolution. Except as otherwise provided herein, the parties will attempt to resolve any Dispute through informal negotiations before proceeding to arbitration as provided below. Negotiations for an informal resolution of a Dispute shall be initiated by written request from the party requesting negotiations to the other party. Upon sending and receipt of a request for negotiations, each party to the Dispute will appoint a designated representative. The task of the designated representatives will be to meet for the purpose of endeavoring to resolve such Dispute. The designated representatives shall have the authority to make binding decisions and/or commitments on behalf of the party they represent. The designated representatives shall meet as often as they reasonably deem necessary to resolve the Dispute without the necessity of any formal limitations. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (A) the designated representatives mutually concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (B) the expiration of the thirty (30) day

period immediately following the date of the initial written request to negotiate the Dispute.

(ii) Failing informal resolution, the dispute shall be finally resolved by the initiation of formal legal proceedings in a court of competent jurisdiction located in the State of Texas, including any appeal(s) therefrom.

II. Facilities. The "structure" description in the Agreement is hereby amended to reference a 4-inch water line inside a 16" casing (formerly a 16" crude line, but now out of service) inside a 20-inch casing at mile post 24.06, E.S. 336+69 as described on the attached exhibit "B" herein which is added to the agreement as an additional supplement.

6. Full Force and Effect; Entire Agreement; Amendment. Except as otherwise expressly provided in this Assignment, all other terms, conditions and provisions of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Assignment and any provision of the Agreement, the provisions of this Assignment shall govern and control. This Assignment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition(s) or obligation(s).

7. Severability. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

8. Governing Law; Interpretation. This Assignment shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Assignment will be deemed to have been drafted by all parties hereto. This Assignment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

9. Acknowledgements. The Assignee hereby acknowledges the title in and to the Assigned Rights to be good and agrees never to assail or resist said title. The consummation of the assignment of the Assigned Rights and the assumption of the Assumed Liabilities pursuant to this Assignment shall be deemed Assignee's acknowledgement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Assigned Rights and Assumed Liabilities. Except as otherwise expressly set forth in this Assignment and the documents or instruments executed in connection herewith Assignee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Assigned Rights and Assumed Liabilities or the condition of title to the Assigned Rights or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Assigned Rights or Assumed Liabilities. Assignee is acquiring the Assigned Rights and assuming the Assumed Liabilities "as is and where is" with all faults.

This agreement shall be considered to be effective as of _____ (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in triplicate as of the date first above written.

"Assignor"

"Assignee"

The Premcor Pipeline Co.

The City of Beaumont

By: [Signature]

By: _____

Name: James V. Fogel

Name: _____

Title: Vice President

Title: _____

Date: 8-6-2014

Date: _____

APPROVED
LEGAL
[Signature]

RAILROAD MANAGEMENT COMPANY, LLC
As agent for
STRONG CAPITAL I FUNDING, LP

By: [Signature]

Name: Howard L. Armistead III

Title: Manager

Date: 8/7/2014

Agreements between Strong Capital II Funding, LP and The Premcor Pipeline Company, assigned to City of Beaumont.

EXHIBIT A

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Rental Section	Rental Amount	Termination Section
0274503	S180614	169870	GLADYS	JEFFERSON	TX	First part first sentence in recitals	\$425.41	Nine (9.)



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the execution of a Mutual Aid Agreement with local government entities that are part of the South East Texas Regional Planning Commission (SETRPC) Region.

BACKGROUND

Mutual aid agreements provide a mechanism for local governments to seek assistance when emergencies present equipment and manpower requirements beyond the capacity of an individual jurisdiction. The South East Texas Regional Planning Commission facilitated Mutual Aid Agreement enables parties to enter into such an agreement before times of an emergency or disaster. This updated agreement will replace all City to City and City to County Mutual Aid Agreements from 2002. This resolution would also rescind all prior mutual aid agreements between Beaumont and other governmental entities which are signatories to the joint agreement after the required notice is provided. This revised agreement includes specific guidance on point of contact designation, activation of the agreement, initiating requests for assistance, recovering costs, and reflects recent changes in state law (specifically in Government Code 418 during the last legislative session) and official FEMA guidance. This single regional mutual aid agreement is available for all eligible jurisdictions and political subdivisions as defined by the agreement. The South East Texas Regional Planning Commission is not an actual signatory to the agreement, but will be responsible for maintaining and distributing current contact information to all parties. SETRPC will also maintain duplicate or certified copies of the original signature pages of the agreement.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of Resolution.

Terms

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this South East Texas Regional Planning Commission facilitated Mutual Aid Agreement.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – cooperative emergency response assistance in connection with a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency including the provision of personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party’s Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact.
- f. Requesting Party – the Party requesting Mutual Aid under this Agreement.
- g. Responding Party – the Party providing Mutual Aid assistance under this Agreement.

3. ADMINISTRATIVE AGENCY

The Parties hereby designate the South East Texas Regional Planning Commission, (hereinafter, “SETRPC,”) to be the Administrative Agency under this Agreement. SETRPC shall be responsible for maintaining and distributing current Point of Contact information to all Parties. SETRPC is also responsible for maintaining duplicate or certified copies of the original signature pages of the Parties to this Agreement. SETRPC is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

4. POINT OF CONTACT DESIGNATION

Each party shall provide the Administrative Agency with written protocol by which its’ designated Point of Contact may be contacted twenty-four hours a day,

seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

5. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for mutual aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

6. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as defined in this Agreement.

7. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass

- care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
- iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
 - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
 - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

8. THE PROVISION OF MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.
- b. Information Required of the Responding Party.
A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:
 - i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
 - ii. The estimated length of time that the personnel, equipment, and other resources will be available;
 - iii. The name of the person or persons to be designated as supervisory personnel; and,
 - iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).
- c. Supervision and Control.
When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding

Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall

by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

9. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Submission will follow the standard billing practices as pre-established by each jurisdiction. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party may make the claim for the eligible costs of the Responding Party on its subgrantee application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

10. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.

- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

12. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

13. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

14. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this

Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

15. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Mutual Aid under this Agreement.

16. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

17. OTHER MUTUAL AID AGREEMENTS

To assist each other in the process of Mutual Aid response planning, each Party shall inform the Administrative Agency of all mutual aid agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said mutual aid agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

18. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

19. INTERLOCAL COOPERATION ACT

The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service,, and that the Parties are "local governments,, as those terms are defined in the Interlocal Cooperation Act.

20. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

21. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

22. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

23. AMENDMENT

The Parties agree that this Agreement may be reviewed annually by a regional ad-hoc committee composed of the agency Emergency Management Coordinators or Emergency Management Directors where no coordinator has been appointed. At least sixty calendar days (60 days) before any meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current ad-hoc committee members and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective Emergency Management representative(s) prior to said meeting. The adhoc committee may recommend amendment to the agreement which will then be submitted to the respective parties' governing bodies for authorization.

24. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

25. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

26. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission or email.

27. AUTHORIZATION

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement on behalf of and to legally bind the respective Party to this Agreement.

28. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

29. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

30. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 791 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

31. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

32. HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, effective among the parties who sign it at the time of their signature, on the date specified on the multiple counterpart executed by such entity.

Agency

ATTEST/SEAL:

CITY/County OF _____, TEXAS
Signed by:

City or County Clerk

Mayor or Judge

APPROVED:

COUNTERSIGNED BY:

Agency Administrator

Emergency Management Coordinator

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

City or County Attorney
L.D. File No. _____

RESOLUTION NO.

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

THAT the Mayor, City Manager, and Emergency Management Coordinator be and they are hereby authorized to execute a joint Mutual Aid Agreement (MAA) with the local governmental entities within the South East Texas Regional .Planning Commission (SETRPC) region to provide the necessary mutual aid as may be requested by another government agency signatory to the agreement for emergency or disaster conditions as defined by the Government Code 418; and,

BE IT FURTHER RESOLVED THAT, where it is deemed necessary and prudent, all previously existing mutual aid agreements executed between the City of Beaumont and any signatory to the joint mutual aid agreement are to be rescinded upon the giving of the proper notice.

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

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of a fifteen foot (15') wide Non-Exclusive Water Meter Easement.

BACKGROUND

Industrial Safety Training Council (ISTC) has agreed to convey a fifteen foot (15') wide non-exclusive Water Meter Easement to the City of Beaumont. The easement is described as being a 495 square foot tract out of Tract 15-A of McFaddin Trust Map No. 2. The water meter easement is for the construction of a new building at 3749 Hwy 69.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Industrial Safety Training Council (ISTC) has agreed to convey one (1) fifteen foot (15') wide non-exclusive water meter easement, said easement being a 495 square foot tract out of Tract 15-A of McFaddin Trust Map No. 2, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, to the City of Beaumont for the purpose of constructing a new building located at 3749 Hwy 69, and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT one (1) fifteen foot (15') non-exclusive water meter easement conveyed by Industrial Safety Training Council (ISTC) being a 495 square foot tract out of Tract 15-A of McFaddin Trust Map No. 2, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, be and the same is hereby, in all things, accepted for the stated purpose.

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

- Mayor Becky Ames -

surface uses that will not interfere with or damage the water meter. Grantor shall have the right to pave all or any portion of the surface of the easement land, but no permanent structures or buildings will be constructed on the easement land. Grantor will install the water meter at a depth that will not be damaged by the contemplated use of the surface by Grantor.

It is expressly understood and agreed that the City of Beaumont shall have the right of access to the water meter and appurtenances at all reasonable times to improve, maintain and operate the same as permitted by law, and will attempt to use existing driveways and that portion of Grantor's property that is immediately adjacent to the water meter. Non-emergency maintenance and repairs will be with 48 hours prior notice to Grantor.

Grantor will be responsible for the initial installation or construction of the water meter on Grantor's property in accordance with the plans and specifications included in the utility plan at Grantor's expense. After initial construction of the water meter and acceptance by Grantee, Grantee will be responsible for maintenance and repair of the water meter and appurtenances at Grantee's expense. Grantor agrees not to place any structures or appurtenances on or over the water meter that will interfere with the use of the Easement for water meter purposes.

Grantee shall not be responsible for the repair and replacement of any paving or other structures that may be damaged by Grantee's non-negligent maintenance or repair of the water meter and appurtenances.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever.

EXECUTED this _____ day of _____, 2014.

INDUSTRIAL SAFETY TRAINING COUNCIL

By _____
Chris Lamson, President & CEO

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared **Chris Lamson, President and CEO of INDUSTRIAL SAFETY TRAINING COUNCIL** known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said **INDUSTRIAL SAFETY TRAINING COUNCIL**, and that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day _____ of 2014.

Notary Public, State of Texas

RETURN TO:

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

EXHIBIT "A"
495.00 SQUARE FEET OF LAND
EXCLUSIVE WATER METER EASEMENT
OUT OF TRACT 15-A OF PARTION MAP NO. 2
MCAFADDIN TRUST,
JEFFERSON COUNTY, TEXAS

BEING 495.00 square feet of land out of and a part of the William Carroll Survey, Abstract No. 13, Jefferson County, Texas; being part of Tract 15-A of McFaddin Trust Partition Map No. 2, recorded in Volume 7, Page 133, Map Records, Jefferson County, Texas; being part of a (Called 12.500) acre tract of land conveyed to Industrial Safety Training Council, a Texas non-profit corporation, recorded in File No. 2012026613, Official Public Records, Jefferson County, Texas; said 517.50 square foot tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a ½" steel rod found, capped and marked "SOUTEX", found for the Northeast corner of the (Called 12.500) acre tract on the Westerly right of way line of a dedicated road named U.S. Highway 69, 96, 287; having a State Plane Coordinate of N: 13939162.60, E: 3540756.25;

THENCE, South 27 deg., 42 min., 47 sec., East (Called South 23 deg., 57 min., 00 sec., East), on the Easterly line of the (Called 12.500) acre tract and the Westerly right of way line of said U.S. Highway 69, 96, 287, a distance of 6.00' to a ½" steel rod, capped and marked "SOUTEX" set for the **POINT OF BEGINNING** and Northeast corner of the herein described tract; having a State Plane Coordinate of N: 13939157.29, E: 3540759.03, being the

THENCE, South 27 deg., 42 min., 47 sec., East (Called South 23 deg., 57 min., 00 sec., East), continuing on the Easterly line of the (Called 12.500) acre tract and the Westerly right of way line of said U.S. Highway 69, 96, 287, a distance of 15.00' to a ½" steel rod, capped and marked "SOUTEX", set for the Southeast corner of the herein described tract; from which a ½" steel rod, capped and marked "SOUTEX" found for the Southeast corner of the (Called 12.500) acre tract bears South 27 deg., 42 min., 47 sec., East (Called South 23 deg., 57 min., 00 sec., East), a distance of 509.64'; having a State Plane Coordinate of N: 13938692.83, E: 3541003.02;

THENCE, South 62 deg., 17 min., 13 sec., West, a distance of 33.00' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of the herein described tract;

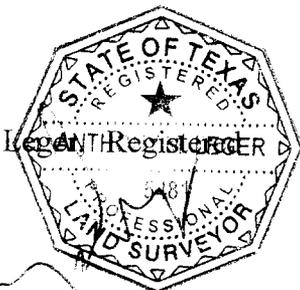
THENCE, North 27 deg., 42 min., 47 sec., West, a distance of 15.00' to a ½" steel rod, capped and marked "SOUTEX", set for the Northwest corner of the herein described tract;

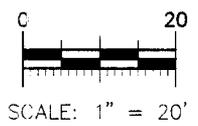
THENCE, North 62 deg., 17 min., 13 sec., East, a distance of 33.00' to the **POINT OF BEGINNING** and containing 495.00 square feet of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83.
Scale Factor = 0.999932489, Convergence Angle = 02 deg., 25 min., 51 sec.
Reference Monument = NGS AJ8221.

This description is based on the Land Survey made by Anthony M. Ilegan, Registered Professional Land Surveyor No. 5481, on August 19, 2014.

Industrial Safety Training Council
LS-12-0232





REMAINDER OF
(CALLED 71.6148 ACRES)
TRACT 15-A OF
PARTITION MAP NO. 2
THE MCFADDIN TRUST
JEFFERSON COUNTY
F.C. 102-98-2006 O.P.R.J.C.

FOUND 1/2" STEEL ROD
CAPPED "SOUTEX"
N: 13939157.52
E: 3540676.09

N 86°22'10" E 1016.29'
(CALLED S 89°52'23" E 1016.33')

POINT OF COMMENCING
FOUND 1/2" STEEL ROD
CAPPED "SOUTEX"
N: 13939162.60
E: 3540756.25

S 27°42'47" E 6.00'
(CALLED S 23°57'00" E)

P.O.B.
FOUND 1/2" STEEL ROD
CAPPED "SOUTEX"
N: 13939157.29
E: 3540759.03

N 62°17'13" E 33.00'
METER VAULT
N 27°42'47" W 15.00'

S 27°42'47" E 15.00'
(CALLED S 23°57'00" E)

RESIDUE
INDUSTRIAL SAFETY TRAINING COUNCIL
(CALLED 12.500 ACRES)
PART OF TRACT 15-A
THE MCFADDIN TRUST
JEFFERSON COUNTY, TEXAS
F# 2012026613, O.P.R.J.C.

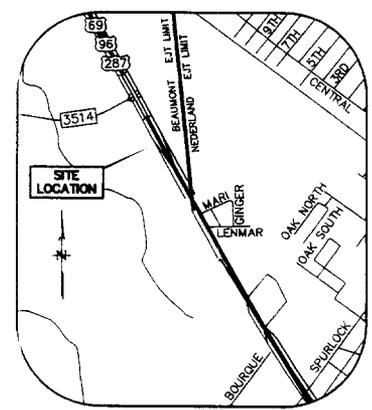
**495.00 SQ.FT. OF LAND
EXCLUSIVE WATER METER
EASEMENT
PART OF TRACT 15-A
THE MCFADDIN TRUST
JEFFERSON COUNTY, TEXAS**

U.S. HWY 69-96-287
(FEEDER ROAD)

FOUND 1/2" STEEL ROD
CAPPED "SOUTEX"
N: 13938692.83
E: 3541003.02

REMAINDER OF
(CALLED 71.6148 ACRES)
TRACT 15-A OF
PARTITION MAP NO. 2
THE MCFADDIN TRUST
JEFFERSON COUNTY
F.C. 102-98-2006, O.P.R.J.C.

WESTERLY R.O.W. LINE



VICINITY MAP
N.T.S.

EXHIBIT B
PAGE 1 OF 1
TO ACCOMPANY DESCRIPTION
OF
A 495.00 SQ.FT.
EXCLUSIVE WATER METER EASEMENT
OUT OF
A 12.500 ACRE TRACT
OUT OF TRACT 15-A OF PARTITION MAP NO. 2
MCFADDIN TRUST, JEFFERSON COUNTY TEXAS

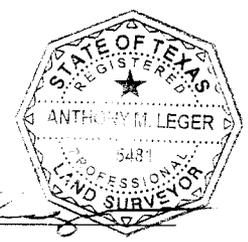
SURVEYOR'S CERTIFICATION:

The undersigned does hereby certify that this survey was this day 8/19/14 made of the property legally described hereon and is correct. This survey is certified for this transaction only; it is not transferable to additional institutions or subsequent owners.

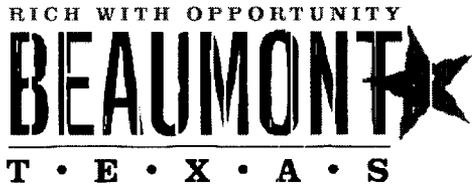
- COORDINATES & ELEVATIONS SHOWN ARE BASE ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83. COMBINED SCALE FACTOR: 0.999932489, CONVERGENCE ANGLE: 2'25"51". REF. NGS MON. AJ8221
- METES AND BOUNDS OF EVEN DATE TO ACCOMPANY THIS SURVEY.

• = SET 1/2" STEEL ROD

(Signature)
ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481



<p>T.B.P.E. FIRM T.X.L.S. FIRM</p>	<p>3737 Doctors Drive Port Arthur, Texas 77642 Tel. 409.983.3004 FAX 409.983.3005</p>	PROJECT	PROJECT NO.
		<p>INDUSTRIAL SAFETY TRAINING COUNCIL 3749 HWY 69 NORTH JEFFERSON COUNTY, TEXAS</p>	<p>12-0232</p>
<p>EXHIBIT "B"</p>		SCALE	SCALE
		<p>1" = 20'</p>	<p>1" = 20'</p>
		DATE	DATE
		<p>8/06/14</p>	<p>8/06/14</p>
		DRAWN BY	DRAWN BY
		<p>J. MITCHEL</p>	<p>J. MITCHEL</p>
		CHECKED BY	CHECKED BY
		<p>A. LEGER</p>	<p>A. LEGER</p>
		SHEET	SHEET
		<p>1 OF 1</p>	<p>1 OF 1</p>



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution approving the award of an annual contract to Lone Star Uniform, Inc., in the estimated amount of \$73,715.00 for City work uniforms, for use by all City departments other than Police, Fire and EMS.

BACKGROUND

City employee work uniforms include men's and women's pants and shirts, as well as other items such as jackets, coveralls, and caps when appropriate. Currently, approximately 400-500 civilian employees are issued three (3) to five (5) sets of uniforms each year. Individual City departments determine the number of uniforms issued to each employee.

Bids were solicited from seven (7) vendors. Responses were received from four (4) vendors. Only one (1) local vendor, Munro's Safety Apparel, Inc., submitted a bid although not the lowest bid. Munro's Safety Apparel, Inc., also submitted an application for local vendor preference. Munro's raw bid was \$82,609.00. Applying the five percent (5%) local vendor preference resulted in a net bid of \$78,478.55, which did not result in their being the lowest responsible bidder.

Administration recommends an annual contract for the purchase of civilian employee work uniforms from Lone Star Uniform, Inc., of Houston, at the unit prices listed on the attached Bid Tabulation. Lone Star Uniform, Inc., is holder of both past and current contracts for Fire and Police Department uniforms, and has satisfactorily serviced those contracts.

FUNDING SOURCE

User departments' operating budgets.

RECOMMENDATION

Approval of resolution

RESOLUTION NO.

WHEREAS, bids were received for an annual contract for the purchase of work uniforms; and,

WHEREAS, Lone Star Uniforms, of Houston, Texas, submitted a bid in the unit amounts shown on Exhibit "A," attached hereto and made a part hereof for all purposes, for the estimated amount of \$73,715; and,

WHEREAS, City Council is of the opinion that the bid submitted by Lone Star Uniforms, of Houston, Texas, should be accepted;

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

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

THAT the bid submitted by Lone Star Uniforms, of Houston, Texas, in the unit amounts shown on Exhibit "A," attached hereto and made a part hereof for all purposes, for an annual contract in the estimated amount of \$73,715 for the purchase of work uniforms be accepted by the City of Beaumont; and,

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

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

- Mayor Becky Ames -

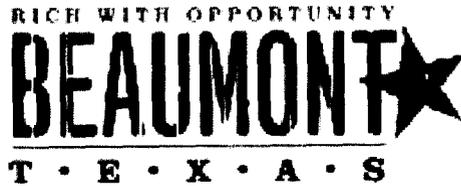


**CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION**

Bid Name: Annual Contract For Work Uniforms
Bid Number: BF0714-50
Bid Open Thursday, August 29, 2013
Contact Person: Robert (Bob) Hollar, Buyer II
 rhollar@ci.beaumont.tx.us
 Phone: 409-880-3758

SECTION 1 - WORK UNIFORMS														
Vendor			Promotional Design, Inc			Tyler Uniform, Inc.			Munro's Safety Apparel			Lone Star Uniforms		
City, State			Dallas			Tyler, TX			Beaumont			Houston		
Phone			(214) 295-8679			(800) 444-9291			(409) 832-3434			(832) 237-8000		
ITEM	DESC	Qty	% For Oversize	Unit Price	Extended Price	% For Oversize	Unit Price	Extended Price	% For Oversize	Unit Price	Extended Price	% For Oversize	Unit Price	Extended Price
1	Men's Long Sleeve Shirts (White, Lt. Blue or Lt. Tan) REDCAP SP14	600	20%	\$11.60	\$6,960.00	20%	\$13.50	\$8,100.00	20%	\$12.00	\$7,200.00	20%	\$11.20	\$6,720.00
2	Men's Short Sleeve Shirts (White, Lt. Blue, or Lt. Tan) RED CAP SP24	600	20%	\$9.70	\$5,820.00	20%	\$11.60	\$6,960.00	20%	\$10.00	\$6,000.00	20%	\$9.30	\$5,580.00
3	Women's Long Sleeve Shirts (White, Lt. Blue, or Lt. Tan) REDCAP SP13	125	20%	\$11.95	\$1,493.75	20%	\$15.14	\$1,892.50	20%	\$13.00	\$1,625.00	20%	\$12.60	\$1,575.00
4	Women's Short Sleeve Shirts (White, Lt. Blue, or Lt. Tan) REDCAP SP23	80	20%	\$10.10	\$808.00	20%	\$12.90	\$1,032.00	20%	\$11.00	\$880.00	20%	\$10.50	\$840.00
5	Men's Pants Regular Style (Navy, Brown, or White) RECAP PT20	700	20%	\$12.85	\$8,995.00	20%	\$14.70	\$10,290.00	20%	\$14.00	\$9,800.00	20%	\$13.97	\$9,779.00
6	Men's Pants Jean Cut Style (Navy or Brown) REDCAP PT50	200	20%	\$16.00	\$3,200.00	20%	\$18.00	\$3,600.00	20%	\$16.00	\$3,200.00	20%	\$16.50	\$3,300.00
7	Men's Dungaree w/hammer loop, Navy Red Cap PD80 or Equal	50	20%	\$15.00	\$750.00	20%	\$18.25	\$912.50	20%	\$16.00	\$800.00	20%	\$17.25	\$862.50
8	Denim Jeans, Dk Blue, Red Kap PD40 or Equal	50	20%	\$13.20	\$660.00	20%	\$15.30	\$765.00	20%	\$15.00	\$750.00	20%	\$14.90	\$745.00
9	Women's Pants, Red Kap PT21 or equal	150	20%	\$13.60	\$2,040.00	20%	\$16.50	\$2,475.00	20%	\$15.00	\$2,250.00	20%	\$15.45	\$2,317.50
TOTAL SECTION 1					\$30,726.75			\$36,027.00			\$32,505.00			\$31,719.00
SECTION 2 - SUPERVISOR UNIFORMS														
10	MEN'S S/S DRESS SHIRT RED KAP SP80 OR EQUAL	200	20%	\$16.30	\$3,260.00	20%	\$17.40	\$3,480.00	20%	\$24.00	\$4,800.00	20%	\$15.50	\$3,100.00
11	MEN'S L/S DRESS SHIRT RED KAP SP90 OR EQUAL	100	20%	\$17.70	\$1,770.00	20%	\$19.00	\$1,900.00	20%	\$26.00	\$2,600.00	20%	\$17.30	\$1,730.00
12	MEN'S POLO SHIRT RED KAP SK82/SK72 OR EQUAL	100	20%	\$16.80	\$1,680.00	20%	\$18.00	\$1,800.00	20%	\$24.00	\$2,400.00	20%	\$16.00	\$1,600.00
13	MEN'S WORK PANT RED KAP PT10 OR EQUAL	100	20%	\$14.90	\$1,490.00	20%	\$17.85	\$1,785.00	20%	\$16.00	\$1,600.00	20%	\$16.65	\$1,665.00
14	WOMEN'S S/S DRESS SHIRT RED KAP SP81 OR EQUAL	20	20%	\$16.30	\$326.00	20%	\$17.40	\$348.00	20%	\$23.00	\$460.00	20%	\$16.00	\$320.00
15	WOMEN'S L/S DRESS SHIRT, RED KAP SP91 OR EQUAL	20	20%	\$17.70	\$354.00	20%	\$19.00	\$380.00	20%	\$25.00	\$500.00	20%	\$16.80	\$336.00
16	WOMEN'S POLO SHIRT RED KAP SK11 OR EQUAL	50	20%	\$16.80	\$840.00	20%	\$18.00	\$900.00	20%	\$24.00	\$1,200.00	20%	\$15.50	\$775.00
17	WOMEN'S WORK PANT RED KAP PT11 OR EQUAL	50	20%	\$15.00	\$750.00	20%	\$16.60	\$830.00	20%	\$16.00	\$800.00	20%	\$15.50	\$775.00
TOTAL SECTION 2					\$10,470.00			\$11,423.00			\$14,360.00			\$10,301.00
SECTION 3 - COVERALL, JACKETS & MISC														
18	TEAM JACKET, RED KAP JT38/JT50 OR EQUAL	200	20%	\$29.75	\$5,950.00	20%	\$31.60	\$6,320.00	20%	\$29.00	\$5,800.00	20%	\$29.50	\$5,900.00
19	PANEL JACKET, RED KAP JT50 OR EQUAL	50	20%	\$29.75	\$1,487.50		\$33.00	\$1,650.00	20%	\$29.00	\$1,450.00	20%	\$29.50	\$1,475.00
20	DUCK INSULATED VEST RED KAP VD22 OR EQUAL	50	20%	\$35.00	\$1,750.00	20%	\$42.20	\$2,110.00	20%	\$38.00	\$1,900.00	20%	\$38.50	\$1,925.00
21	COVERALL, L/S RED KAP CT10/VB6 OR EQUAL	100	20%	\$25.00	\$2,500.00	20%	\$26.75	\$2,675.00	20%	\$24.00	\$2,400.00	20%	\$26.00	\$2,600.00
22	COVERALL, S/S RED KAP CT10NV4 OR EQUAL	100	20%	\$25.00	\$2,500.00	20%	\$26.75	\$2,675.00	20%	\$25.00	\$2,500.00	20%	\$24.00	\$2,400.00
23	DENIM BIB OVERALL RED KAP BD10 OR EQUAL	50	20%	\$29.00	\$1,450.00	20%	\$34.20	\$1,710.00	20%	\$32.00	\$1,600.00	20%	\$32.50	\$1,625.00
24	DUCK BIB OVERALL (WELDERS) RED KAP BD30 OR EQUAL	10	20%	\$76.50	\$765.00	20%	\$92.50	\$925.00	20%	\$80.00	\$800.00	20%	\$87.00	\$870.00
25	BALL CAP	2000		\$5.00	\$10,000.00		\$5.00	\$10,000.00		\$5.00	\$10,000.00		\$4.00	\$8,000.00
26	HI VIS SAFETY VEST ANSI CLASS 3, RED KAP VVY2YE OR EQUAL	200	20%	\$21.00	\$4,200.00	20%	\$9.00	\$1,800.00	20%	\$8.00	\$1,600.00	20%	\$9.00	\$1,800.00
27	HI VIS T-SHIRT FLUOR YELLOW, RED KAP SY06YE OR EQUAL	200	20%	\$11.00	\$2,200.00	20%	\$11.47	\$2,294.00	20%	\$9.00	\$1,800.00	20%	\$10.50	\$2,100.00
28	LOGO PATCH CITY OF BMT BLUE & BROWN	2000		\$1.45	\$2,900.00		\$1.50	\$3,000.00		\$2.00	\$4,000.00		\$1.50	\$3,000.00
TOTAL SECTION 3					\$35,702.50			\$35,159.00			\$33,850.00			\$31,695.00
TOTAL BID					\$76,899.25			\$82,609.00			\$80,715.00			\$73,715.00

No Response: Cintas, Cotton Cargo, Career Uniforms, Code Blue



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

AGENDA

CALL TO ORDER

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

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont
2. Consider a resolution authorizing the award of a bid to Delta Structural Technology, LLC of Conroe for the construction of the Lindbergh Drive Overpass Emergency Repairs
3. Consider granting a solid waste collection and transportation service franchise to Sprint Waste Services, L.P.
4. Consider a resolution approving the award of an annual contract for Heating, Ventilation and Air Conditioning services to Air Comfort, Inc., of Beaumont

WORK SESSION

- * Review and discuss a proposed Riverfront Reinvestment Zone Project Plan
- 5. Consider a resolution approving the Beaumont Riverfront Reinvestment Zone Project Plan

WORK SESSION

- * Discuss the issue of Credit Access Businesses

- * Review and discuss the adoption of fees to play tennis at the Municipal Tennis Center located at the Athletic Complex

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:

City of Beaumont v. Richard James III and The Sports Society for American Health

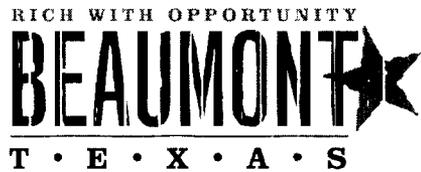
- * Consider matters related to employment, evaluation and duties of a public officer or employee in accordance with Section 551.074 of the Government Code:

City Manager, Kyle Hayes

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

September 9, 2014

Consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston in the amount of \$285,000 to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont.

BACKGROUND

On October 16, 2012, by Resolution No. 12-249, City Council awarded CDM Smith, Inc. of Houston an agreement for Professional Engineering Services to manage the Municipal Separate Storm Sewer System (MS4) Permit. The manager of the permit conducts dry and wet weather screenings of our five major outfalls in the City. Under the permit, the City is required to submit an annual report summarizing activities and results of the screenings and other inspections conducted throughout the year. The manager of the permit completes this report for the City. The contract amount for FY2015 will increase by \$45,000 from the previous FY2014 contract amount of \$240,000 due to additional services being provided as outlined below:

- CDM Smith will be conducting catchment delineation to improve the City's outfall inventory process as well as conducting maintenance on the existing samplers that have not been replaced.
- CDM Smith, Inc. will be performing regular scheduled maintenance on the City's equipment for the FY2015 contract that was not included in the FY2014 contract.
- The permit renewal process will include preliminary investigations regarding potential permitting requirements, coordination with TCEQ as needed, preparation of permit application as needed and fact sheets (if requested), and review of and comment on draft permits when received.

FUNDING SOURCE

General Fund-Public Works Department.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO. 12-249

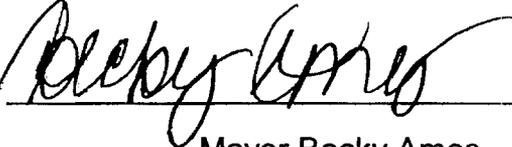
BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of an Engineering Services Agreement to CDM Smith, Inc., of Houston, Texas, in an amount not to exceed \$240,000 to manage the Municipal Separate Storm Sewer System (MS4) Permit. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of October, 2012.




- Mayor Becky Ames -

RESOLUTION NO.

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

THAT the City Council hereby approves the award of an Engineering Services Agreement to CDM Smith, Inc., of Houston, Texas, in an amount not to exceed \$285,000 to manage the Municipal Separate Storm Sewer System (MS4) Permit. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

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

- Mayor Becky Ames -

ENGINEERING SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF JEFFERSON §

CITY OF BEAUMONT §

AGREEMENT FOR

**Engineering and Related Services
for
Municipal Separate Storm Sewer System Permit**

SECTION 1

This Agreement made and entered into in Beaumont, Jefferson County, Texas between the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City" and CDM Smith, duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Engineer", said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for the Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

I. General

A. Detailed Project Description

The Engineer will manage the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont. The Engineer will conduct all representative monitoring, calibrate flow meters, conduct required dry and wet weather screenings, and Industrial monitoring. The Engineer will prepare and submit an Annual Report to the TCEQ and EPA and represent the City on permit renewal modifications. The Engineer will conduct employee training at City departments and provide Storm Water Management Program (SWMP) implementation activities for Best Management Practices (BMPs). The Engineer will assist the City on Industrial facility inspections and construction site audits when needed. The Engineer shall update and maintain herbicide and pesticide compliance along with data management. Engineer will perform other duties as required by the MS4 Permit.

B. The Engineer shall not commence work on this proposed Project until he has been notified in writing to proceed.

The Engineer, in consideration for the compensation herein provided, shall render all professional services, including any associated subconsultants, necessary for the development of the Project to completion, as provided in this Agreement.

II. Basic Services

- A. Meet with the City to determine the schedule for project.
- B. Conduct all required monitoring.
 - 1. Representative monitoring.
 - a. Preparation for sampling events, including procurement and maintenance of sampling equipment as required by the City.
 - b. Collect composite samples during three seasonal events at five locations.
 - c. Submit samples to appropriate laboratory including sample preservation, chain of custody, and sample volume calculations based on flow estimates developed using DD6 stage measurements.
 - d. Analyze laboratory data and compile DMR forms for data submission to the TCEQ/EPA via the MS4 Annual Report.
 - e. Inform the City of any problems with associated collections and methods to resolve problems.
 - 2. Dry weather screening (20% of all outfalls in given year or greater; or on alternative schedule as agreed upon with City of Beaumont).
 - a. Onsite test kit analysis of dry weather flows as per project standard operating procedures.
 - b. Reporting of illicit discharges and tracking elimination efforts as per project standard operating procedures.
 - c. Review and confirm previously identified outfalls
 - d. Development of drainage area delineations for outfalls as requested by the City
 - e. Inform the City of any problems with associated screenings or discharges and methods to resolve problems.
 - 3. Wet weather screening (per schedule defined in Bacteria Reduction Plan and/or permit).
 - a. Identification of and field investigation of wet weather screening locations
 - b. Field sample collections and test kit analysis.
 - c. Reporting of illicit discharges and tracking elimination efforts.
 - d. Inform the City of any problems with associated screenings or discharges and methods to resolve problems.
 - 4. Industrial monitoring (conducted if deemed necessary by inspection or other requirements).
 - a. Assist City with industrial monitoring as requested
If request, perform laboratory sample collection and preservation as well as laboratory submission and chain of custody documentation.
 - b. If requested by City, analyze laboratory results for prioritized facility inspection.
 - c. Inform the City of any problems with associated industrial screenings or

- discharges.
- 5. Landfill MSGP monitoring (conducted during wet weather screenings as required by Multi-Sector General Permit).
 - a. Laboratory sample collection and preservation.
 - b. Laboratory submission and chain of custody documentation.
 - c. Inform the City of results and any problems with associated industrial screenings or discharges.
- C. Development and submission of Annual Report.
 - 1. Conduct DD6 and City of Beaumont departmental meetings and quarterly data requests to assess compliance as required
 - 2. Gather required data for the annual report using tracking spreadsheets and submit methods of improvement as needed.
 - 3. Provide Draft of annual report to City staff by January 15, 2014
 - 4. Submit MS4 Annual Report to TCEQ by February 1, 2014
- D. Storm Water Management Program Implementation.
 - 1. Conduct employee training at city departments or during one annual training event.
 - 2. SWMP Implementation Activities for BMPs.
 - a. Implement SWMP activities for Permit Year 4 as requested by City
 - b. SWMP review and identification of implementation priorities.
 - c. Update guidance documents, inspection forms and outreach materials.
- E. Inspection Services.
 - 1. Industrial Facility Inspections. As requested by City, one engineer will attend industrial inspections with City inspector.
 - a. Preparation and initial facility research.
 - b. Facility compliance records review.
 - c. Review Facility benchmark monitoring records and record information into centralized tracking spreadsheet.
 - d. Facility walk-through and inspection report completion.
 - e. Review correspondence with industrial facility.
 - f. Implementation of associated enforcement actions and related correspondence.
 - 2. Construction Site Audits. As requested by City, one engineer will attend industrial inspections with City inspector.
 - a. Municipal construction site audits to assess compliance with TCEQ construction general permit.
- F. Permit Renewal.
 - 1. Preliminary investigations and coordination with TCEQ for permit renewal
 - 2. Preparation of permit application and fact sheet (if requested)
 - 3. Review of draft permit
 - 4. General permit renewal modifications as needed.
 - 5. Represent City in permit negotiations with TCEQ/EPA.
 - 6. SWMP modifications.
- G. Herbicide and Pesticide Compliance

1. Conduct departmental meetings to assess compliance.
- H. Data Management.
 1. Maintain tracking spreadsheet for annual reporting.
 2. Develop database and GIS map for tracking major outfalls inventory.
3. Special Services *(not applicable to this agreement)*
4. Additional Services

All work that will be performed by the Engineer at the request of the City that is described in this paragraph and not included in the paragraphs above, shall constitute Additional Services. Additional Services shall include, but are not limited to the following:

- a. Services required by the City in any litigation or other controversy as an expert witness, including actual testimony time, stand-by waiting time, preparation of engineering data and reports or depositions and consulting with the City or its attorney.
 - b. Preparation of any special reports, applications for permits or grants, and appearances before any regulatory agencies or public hearings.
 - c. Any revisions of previously approved work.
 - d. Any travel and subsistence to points other than Engineer's or City's Offices and Project site.
 - e. Preparation of exhibits.
 - f. Additional services due to significant changes in scope of Project or its design including but not limited to changes in size, complexity, or character of construction as agreed to by both parties. These tasks may be authorized at the direction of the Public Works Director.
5. Coordination
 - a. The Engineer shall hold monthly conferences with the Public Works Director, hereinafter termed "Director", or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Engineer in this coordination, the City shall make available for the Engineer's use in planning and designing the project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project, at no cost to the Engineer. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director.
 - b. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive

information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Engineer's services.

- c. The City will give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect (error or omission) in the Engineer's services or any development that affects the scope or timing of Engineer's services.
- d. The Engineer shall promptly report, in writing, to the City of any development that would affect the scope or timing of the Project.

6. Fee Schedule

a. General

For and in consideration of the services to be rendered by the Engineer in this Agreement, the City shall pay and the Engineer shall receive the compensation hereinafter set forth for the Engineer's services described in Sections II, III, and IV.

B. Basic and Special Services

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and Expenses shown on Attachment A. The Engineer agrees that the total services and expenses shall not exceed **\$285,000** without the City's prior written authorization.

C. Additional Services

Compensation for Additional Services that are authorized by the Director shall be determined based on the standard hourly rates and expenses as shown in Attachment A and shall not exceed an amount to be determined at the time the Additional Services are requested.

1. City Payments

- a. Payments shall be made to the Engineer based on the several phases as described above and in accordance with the following:
 - i. One hundred percent (100%) of the amount due the Engineer for work performed in each phase shall be payable on a monthly basis.
- b. Payment shall be made within thirty (30) days after submittal of the request for payment for work performed. Payment shall be considered past due forty-five (45) days after submittal.

c. The City reserves the right to make an audit of charges claimed for this agreement for services.

2. Revisions to Drawings and Specifications *(not applicable to this agreement)*

The Engineer shall make, without additional expense to the City over and above the basic fee, such revisions to the Design Phase as may be required to meet the needs of the City. After approval of the Design Phase by the City, any revisions, additions, or other modifications made at the City's request that involves extra services and expenses to the Engineer shall be subject to additional compensation to the Engineer for such extra services and expenses.

3. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Engineer as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Engineer will be at City's sole risk and without liability or legal exposure to Engineer.

4. Termination

Either party to this Agreement may terminate the Agreement by giving the other thirty (30) days notice in writing and in accordance with the following procedure:

- a. Upon delivery of such notice by either party to the party, and upon expiration of the thirty day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such others or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed charge to which the service actually performed under this Agreement is applicable and useable to this Project, less such payments on account of the charges as have been previously made. Copies of specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.
- b. Failure by the Engineer to comply with the submittal of the statement, and documents as required above shall constitute a waiver by the Engineer of any and all rights or claims to collect any monies that the Engineer may rightfully be entitled to for services performed under this Agreement.

5. Engineer's Warranty

The Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract, and that he has not for the purpose of soliciting or securing this Contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

6. Equal Employment Opportunity

The Engineer agrees to follow the Minority Business Enterprise requirements and/or develop an Affirmative Action Plan as set forth by the City.

7. Assignment or Transfer of Interest

The Engineer shall not assign or transfer its interest in the Contract without the written consent of the City.

8. Indemnification/Liability

The Engineer shall save and hold harmless the City from all claims and liability due to activities of himself, his agents, or employees, performed under this Contract and which result from a negligent act, error or omission of the Engineer or of any person employed by the Engineer. The Engineer shall also save harmless the City from any and all expenses, including attorney fees which might be incurred by the City in litigation or otherwise resisting said claim or liabilities which might be imposed on the City as result of such activities by the Engineer, his agents, or employees and for which the Engineer is found to be legally liable.

The Engineer shall, within one week after signing the contract and before any work shall start, furnish the city with certificates of insurance naming the City as additional insured satisfactory to the City indicating the existence of Statutory Workmen's Compensation Insurance, and comprehensive General Liability Insurance. Such insurance shall be at the Engineer's expense. The limits shall be as follows:

Comprehensive General Liability and Auto Liability Insurance shall not be less than \$1,000,000.00 per incident / \$1,000,000.00 per occurrence.

These certificates shall contain a provision that the City shall be notified thirty (30) days before cancellation of the insurance. The Engineer shall maintain such insurance in force during the life of the contract and no modification or change of insurance carriage and provision shall be made without thirty (30) days written advance notice to the City.

9. Estimates of Cost

Since the Engineer has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

10. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, direct or indirect, in any Contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee.

11. Entire Agreement

This Agreement represents the entire and integrated Agreement between the City and Engineer and supersedes all prior negotiation, representatives, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Engineer.

SECTION 2

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Tobin Maples thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this _____ day of _____, A.D. 2014.

CDM SMITH

CITY OF BEAUMONT

By: Tobin Maples
Principal

By: _____
City Manager

Attest: Jackie D. Kesposh

Attest: _____

ATTACHMENT A

SCHEDULE OF HOURLY RATES
AND EXPENSE

CDM Schedule of Hourly Billing Rates
October 1, 2014 through September 30, 2015

	Hourly Rates
Clerical	\$85.00
Staff Support Services	\$105.00
Senior Support Services	\$140.00
Technical/Professional Services:	
Technician I	\$100.00
Technician II	\$125.00
Professional I	\$110.00
Professional II	\$120.00
Professional III	\$140.00
Professional IV	\$150.00
Professional V	\$160.00
Senior Professional	\$175.00
Principal/Associate/Senior Technical Specialist	\$190.00
Officer/Senior Technical Consultant	\$210.00

**CDM Schedule of Hourly Billing Rates
October 1, 2014 through September 30, 2015**

Chica & Associates

Technical/Professional Services:

Clerical/Administrative	\$53.00
Engineering Technician	\$71.00
EIT	\$80.00
Project Engineer	\$110.00
Senior Project Engineer	\$140.00
Project Manager	\$163.00

All sub-consultants (OP) expenses are subject to a handling/administrative charge of 10%. Other project related (ODC) expenses are also subject to a 10% administrative charge.

Monthly invoices will be generated using the above billing rates.

September 9, 2014

Consider a resolution authorizing the award of a bid to Delta Structural Technology, LLC of Conroe for the construction of the Lindbergh Drive Overpass Emergency Repairs



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to Delta Structural Technology, LLC of Conroe in the amount of \$51,039.88 for the construction of the Lindbergh Drive Overpass Emergency Repairs.

BACKGROUND

On Friday, August 8, 2014, a train derailment within the Union Pacific rail yard resulted in a railroad car impacting one of the reinforced concrete columns supporting the Lindbergh Drive Overpass. Due to the nature and location of the impact, Lindbergh Overpass was immediately closed to all traffic. Following a thorough inspection of the damage, the overpass was declared unsafe for travel and should remain closed until repairs are made. This section of Lindbergh Drive is a major thoroughfare between College Street and Phelan Boulevard and serves as the primary travel route for Caldwell Elementary School. Due to the amount of traffic serviced by Lindbergh Drive Overpass and the adverse effects of its closure on public welfare and safety this repair has been elevated to emergency status.

Schaumburg & Polk, Inc. (SPI), a local engineering firm, was tasked with providing construction plans for the repair. The Texas Department of Transportation provided preliminary construction details and SPI incorporated these details into the final design plan. On Wednesday, August 27, 2014, bids were received for furnishing all labor, materials, equipment and supplies for the construction of the Lindbergh Drive Overpass Emergency Repairs.

Three (3) bids were received as follows:

Contractor	Bid Amount	Location
Wasky Services, LLC	\$38,575.00	Baton Rouge, LA
Delta Structural Technology, LLC	\$51,039.88	Conroe, TX
APAC-Texas, Inc.	\$88,650.00	Beaumont, TX

SPI was asked to evaluate the bids received and provide a recommendation of award. During SPI's evaluation, the apparent low bidder was deemed unresponsive as all required documentation

was not provided. On August 28, 2014 SPI provided their recommendation that the contract be awarded to Delta Structural Technology, LLC for their bid in the amount of \$51,039.88.

FUNDING SOURCE

Not applicable. Union Pacific Railroad will be responsible for the construction cost as well as engineering and related expenses.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, on Friday, August 8, 2014, a train derailment within the Union Pacific rail yard resulted in a railroad car impacting one of the reinforced concrete columns supporting the Lindbergh Drive Overpass; and,

WHEREAS, due to the nature and location of the impact, Lindberg Overpass was immediately closed to all traffic and was declared unsafe for travel until repairs are made; and,

WHEREAS, due to the amount of traffic serviced by Lindberg Overpass and the adverse effects of its closure on public welfare and safety, the repair has been elevated to emergency status; and,

WHEREAS, Schaumburg & Polk, Inc. (SPI), a local engineering firm was tasked with providing construction plans for the repair, evaluating the bids received, and providing a recommendation of award for the repair; and,

WHEREAS, the apparent low bidder, Waskey Services, LLC, was deemed unresponsive as all required documentation was not provided, therefore, SPI provided their recommendation that the contract be awarded to the next lowest bidder, Delta Structural Technology, LLC, in the amount of \$51,039.88 as shown in Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by Delta Structural Technology, LLC, of Conroe, Texas, is in the best interest of the City and should be accepted;

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

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

THAT the bid submitted by Delta Structural Technology, LLC, of Conroe, Texas, for a contract for furnishing all labor, materials, equipment and supplies for the construction of the Lindbergh Drive Overpass Emergency Repairs Project, in the amount of \$51,039.88, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Delta Structural Technology, LLC, of Conroe, Texas, for the purposes described herein.

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

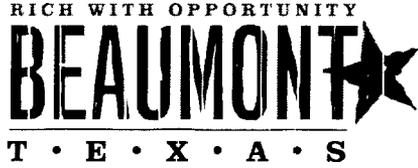
- Mayor Becky Ames -

BID TABULATION : LINDBERGH DRIVE OVERPASS EMERGENCY REPAIRS
 BID OPENING DATE : AUGUST 27, 2014
 PROJECT NUMBER : ST2900

ITEM	DESCRIPTION	QTY	UNIT	Waskey Services LLC Baton Rouge, LA		Delta Structural Technology LLC Conroe, TX		APAC-Texas, Inc. Beaumont, TX	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Bonds and Insurance	1	LS	\$1,000.00	\$1,000.00	\$1,244.88	\$1,244.88	\$2,650.00	\$2,650.00
2	Furnish all labor, materials, and equipment to repair the East column of Bent No. 6	1	LS	\$37,575.00	\$37,575.00	\$49,795.00	\$49,795.00	\$86,000.00	\$86,000.00
TOTAL BID					\$38,575.00		\$51,039.88		\$88,650.00

September 9, 2014

Consider granting a solid waste collection and transportation service franchise to Sprint Waste Services, L.P.



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider granting a solid waste collection and transportation service franchise to Sprint Waste Services, L.P.

BACKGROUND

On January 1, 2014, Triangle Waste (a wholly-owned subsidiary of Sprint Waste Services, LP) merged into Sprint Waste Services, LP. Triangle Waste has a solid waste franchise agreement with the City of Beaumont but due to the legal change in corporate structure and merger with Sprint Waste Services, LP, it is necessary for the company to obtain a franchise agreement with the City in the name of Sprint Waste Services, LP. According to City Ordinance 22.05.101, no person shall engage in the business of collecting, hauling or transporting, in the city, any garbage, waste or refuse, without first having obtained a franchise from the City. Seven (7) entities currently have nonexclusive franchise agreements with the City and are doing business in this area.

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

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

This is second reading of the franchise ordinance. The first reading occurred on August 26, 2014.

Franchise for Sprint Waste Services, LP.
September 9, 2014
Page 2

FUNDING SOURCE

A franchise fee of seven percent (7%) of gross receipts is paid into the General Fund.

RECOMMENDATION

Approval of resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A FRANCHISE FOR
SOLID WASTE COLLECTION AND TRANSPORTATION
SERVICES TO SPRINT WASTE SERVICES, L.P.

WHEREAS, Sprint Waste Services, L.P. (the "Company") has requested a franchise to operate a solid waste collection and transportation service within the City of Beaumont, Texas (the "City"); and,

WHEREAS, the City desires to grant such franchise;

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

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

Section 1.

Grant of Authority

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

Section 2.

Term of Franchise

The franchise herein granted shall take effect and be in force sixty (60) days after the final passage hereof as required by law and upon the filing by the Company of an acceptance with the City Clerk, and shall continue in force and effect until one (1) year thereafter. The acceptance required hereunder must be in writing and filed with the City Clerk within thirty (30) days after final passage hereof. Upon the expiration of the term hereof, this franchise shall continue on a month-to-month basis until terminated by either party or extended or replaced.

Section 3.

Rates

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

Section 4.

Franchise Fee

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

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

Section 5.

Indemnity, Insurance and Bond

The Company shall at all times during the effective period of this franchise, carry liability insurance as provided herein. The Company covenants and agrees at all times to indemnify and save harmless the City, its officers, agents, employees, and any member of the public against any and all injuries, damages, claims, causes of action or loss of

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

The Company agrees to carry insurance as follows:

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

Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars (\$100,00.00) per occurrence for property damage. The policy shall name the City as named insured and provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise and maintained in force during the term of the franchise.

Section 6.

Compliance with Laws and Ordinances

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

Section 7.

Service Standard and Equipment

The Company shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. All vehicles, containers, and equipment used for the collection and transportation of solid waste shall be constructed, operated and maintained to prevent loss of liquid or solid waste material and to minimize health and safety hazards to solid waste management personnel and the public. Such vehicles, containers, and equipment used shall be maintained in a clean, sanitary condition and free from odors at all times. All vehicles and equipment shall comply with federal, state, and local regulations. Collection vehicles and all bulk, commercial, and roll-off type containers shall be painted and numbered and shall have the Company's name and telephone number painted in letters of a contrasting color. Such containers may not

be placed on any street or right-of-way within the City. All collections shall be made directly from the premises of the customer and any emptied containers returned directly to such premises.

Section 8.

Providing Services

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

Section 9.

Office

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

Section 10.

Interruption of Service

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

Section 11.

Termination

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

Section 12.

Transfer of Franchise Rights

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

Section 13.

Notices

Where written notices are provided for in this ordinance, same shall be sufficient to notify Company when provided by certified mail to:

Sprint Waste Services, L.P.
1000 S. Business Park Dr.
Port Arthur, TX 77640

Notice to City is sufficient if mailed by certified mail to:

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

Section 14.

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

Section 15.

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

Section 16.

Vehicle Permits

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

Failure to comply with this provision or to falsify the information concerning the location of the service of the vehicle shall be a material breach of this franchise. Should City decide not to terminate this franchise because of any violation of this Section, Company's disposal fee at City's landfill shall be doubled for all of Company's vehicles for a period of sixty (60) days.

PASSED BY THE CITY COUNCIL of the City of Beaumont on first reading this the 26th day of August, 2014.

PASSED BY THE CITY COUNCIL of the City of Beaumont on second reading this the 9th day of September, 2014.

PASSED BY THE CITY COUNCIL of the City of Beaumont on final reading this the _____ day of _____, 2014.

- Mayor Becky Ames -

ACCEPTANCE:
Sprint Waste Services, L.P.

By: _____
(Company Owner/Representative)

September 9, 2014

Consider a resolution approving the award of an annual contract for Heating, Ventilation and Air Conditioning services to Air Comfort, Inc., of Beaumont



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution approving the award of an annual contract for Heating, Ventilation and Air Conditioning (HVAC) services to Air Comfort, Inc., of Beaumont, in the estimated amount of \$298,650.

BACKGROUND

Bids were requested for an annual contract to provide HVAC maintenance and repair services for use by the Building Services Division. The contract will provide for the installation, maintenance and repair of air conditioning and heating systems for all City facilities.

Eight (8) vendors were notified, five (5) responded. Specifications requested hourly labor rates for technicians and helpers, together with percentage markup for materials and equipment rentals. Bids were evaluated on a total annual cost based upon estimated labor hours for each skill category and condition, together with estimated markup costs based on supplied percentages.

Low bid was received from Air Comfort, Inc., of Beaumont. They have not held this contract previously; however they are an old line company having been established in Beaumont since 1954. The bid price represents an approximate eleven percent (11%) increase over the prior contract.

FUNDING SOURCE

General Fund, Water Utilities Fund, Solid Waste Fund, and Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for heating, ventilation, and air conditioning (HVAC) installation, maintenance and repair for City-owned HVAC equipment; and,

WHEREAS, Air Comfort, Inc., of Beaumont, Texas, submitted a bid for an estimated amount of \$298,650 in the unit amounts shown in Exhibit "A," attached hereto; and,

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

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

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

THAT the bid submitted by Air Comfort, Inc., of Beaumont, Texas, for an annual contract for heating, ventilation, and air conditioning (HVAC) equipment installation, maintenance and repair for City-owned HVAC equipment for an estimated annual cost of \$298,650 in the unit amounts shown in Exhibit "A," attached hereto, be accepted by the City of Beaumont; and,

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

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

- Mayor Becky Ames -



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

BID TABULATION: Annual Contract for HVAC Repair & Maintenance
 BID No. BF0714-46
 OPENING DATE: Thursday, August 21, 2014

Vendor	City / State	Item	Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
			Associated Mechanical Beaumont		Air Comfort Beaumont		Cats Nederland		EP HVAC Beaumont		Calcasteu Mechanical Lake Charles	
Straight Time												
	1500	Mech/Tech	\$ 59.00	\$ 88,500.00	\$ 55.00	\$ 82,500.00	\$ 65.00	\$ 97,500.00	\$ 75.00	\$ 112,500.00	\$ 70.00	\$ 105,000.00
	700	Appt/Help	\$ 30.00	\$ 21,000.00	\$ 38.00	\$ 26,600.00	\$ 55.00	\$ 38,500.00	\$ 55.00	\$ 38,500.00	\$ 55.00	\$ 38,500.00
Overtime												
	500	Mech/Tech	\$ 88.50	\$ 44,250.00	\$ 82.50	\$ 41,250.00	\$ 97.50	\$ 48,750.00	\$ 112.50	\$ 56,250.00	\$ 99.00	\$ 49,500.00
	200	Appt/Help	\$ 45.00	\$ 9,000.00	\$ 57.00	\$ 11,400.00	\$ 82.50	\$ 16,500.00	\$ 82.50	\$ 16,500.00	\$ 79.00	\$ 15,800.00
Sunday/Holiday/Disaster												
	300	Mech/Tech	\$ 88.50	\$ 26,550.00	\$ 82.50	\$ 24,750.00	\$ 97.50	\$ 29,250.00	\$ 150.00	\$ 45,000.00	\$ 99.00	\$ 29,700.00
	200	Appt/Help	\$ 45.00	\$ 9,000.00	\$ 57.00	\$ 11,400.00	\$ 82.50	\$ 16,500.00	\$ 110.00	\$ 22,000.00	\$ 79.00	\$ 15,800.00
Markup												
			20%	\$ 72,000.00	20%	\$ 72,000.00	15%	\$ 69,000.00	27%	\$ 76,200.00	20%	\$ 72,000.00
				\$ 30,000.00	15%	\$ 28,750.00	15%	\$ 28,750.00	15%	\$ 28,750.00	20%	\$ 30,000.00
TOTAL BID				\$ 300,300.00		\$ 298,650.00		\$ 344,750.00		\$ 395,700.00		\$ 356,300.00

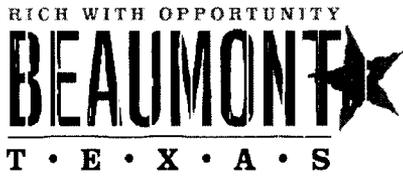
No Response: Thermancon, Delta A/c, Efficient Systems, Industrial&Commercial, Reed Service

WORKSESSION

- * Review and discuss a proposed Riverfront Reinvestment Zone Project Plan

September 9, 2014

Consider a resolution approving the Beaumont Riverfront Reinvestment Zone Project Plan



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: September 9, 2014

REQUESTED ACTION: Council consider a resolution approving the Beaumont Riverfront Reinvestment Zone Project Plan.

BACKGROUND

For many years, the redevelopment of the Neches Riverfront has been a goal. Now, with the removal of the Port of Beaumont's rail holding yard, the possibility of redeveloping the riverfront with such uses as hotels, conference space, retail and restaurant uses becomes even more of a possibility. In addition to such uses as a hotel and restaurants along the river, we are also now seeking developers to bring more residential units to Downtown Beaumont on and near the riverfront.

In order to help attract developers, the City Council recently adopted the Downtown Neighborhood Empowerment Zone, offering various economic incentives. An additional tool to attract developers would be the adoption of the attached Riverfront Reinvestment Zone Project Plan. This Plan represents a visual summary of improvements and development that has been sought for years, but now becomes possible with the removal of the rail yard. Moreover, this Plan will allow the City a greater degree of flexibility in marketing, negotiating and working with developers to make these goals a reality. Specifically, the Plan reflects the longstanding plans for: a riverfront hotel, riverfront restaurants, additional improvements to Riverfront Park, enhanced access to Riverfront Park and residential uses.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, for many years, the redevelopment of the Neches Riverfront has been a goal of the City of Beaumont; and,

WHEREAS, now, with the removal of the Port of Beaumont's rail holding yard, the possibility of redeveloping the riverfront with such uses as hotels, conference space, retail and restaurant uses becomes even more of a possibility; and,

WHEREAS, the City of Beaumont is also seeking developers to bring additional residential units to Downtown Beaumont on or near the riverfront; and,

WHEREAS, the City Council desires to adopt the Beaumont Riverfront Reinvestment Zone Project Plan as an additional tool to attract developers; and,

WHEREAS, the Project Plan reflects the longstanding plans for a riverfront hotel, riverfront restaurants, additional improvements to Riverfront Park, enhanced access to Riverfront Park and residential uses. Said Project Plan is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

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 attached Beaumont Riverfront Reinvestment Zone Project Plan be and it is hereby adopted to attract developers to Downtown Beaumont for the possibility of redeveloping the riverfront and downtown area.

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

- Mayor Becky Ames -

**Beaumont Riverfront
Reinvestment Zone
Project Plan**

Riverfront
Dining/Retail



Riverfront Hotel
& Apartments



Riverfront Park
Improvements



New Apartments/
Retail



EXHIBIT "A"

WORKSESSION

- * Discuss the issue of Credit Access Businesses

WORKSESSION

- * Review and discuss the adoption of fees to play tennis at the Municipal Tennis Center located at the Athletic Complex

Beaumont Municipal Tennis Center

Operating Hours:

Monday - Sunday: 8am - 9pm**

**May change seasonally

Fees:

(tax included)

	Resident:	Non-Resident:
Mon-Fri (8am - 4pm):	\$3.00 per player	\$4.00 per player
Mon-Fri (after 4pm):	\$4.00 per player	\$5.00 per player
Sat-Sun (all day):	\$4.00 per player	\$5.00 per player
Junior/Senior:	\$2.00 per player	\$3.00 per player
Senior (65-plus)		
Junior (under-18)		

** Rates are @ 1.5 hours per court **

** Fees for covered courts are an additional \$2.00 per player (Members included)

Annual Memberships:

	Resident:	Non-Resident:
Junior/Senior:	\$100	\$200
Adult:	\$200	\$350

Special Rates: The city manager may approve other rates for tournaments, specials, or other events.

Tennis Comparison of Other Cities

Name of City	San Antonio Parks and Recreation	Houston Parks and Recreation	Corpus Christi, TX
Contact Person and Number	Hank Salinas 210-207-3110	(713) 272-3697	Gerald Tom A Joe (361)882-6013
Names of City-Owned Facility(s)	McFarlin Tennis Center	Lee LeClear Tennis Center	HEB Tennis Center, Al Kruse Tennis Center
How is the facility staffed?	Parks and Rec Staff. One Manager and two counter personnel.	Run by the city. One Manager, 3 hourly staff members	City Staff Professional
Hours of Operation	Non-Summer: M-Th 8:30am-12pm; 3pm-9pm. Fri 8:30 am-5pm. Sat 9am-1pm. Sun closed. Summer: M,Tu,F 8:30am to 5pm. Wed,Th 1pm-9pm. Sat 9am-1pm.	M-F: 7:30am-9pm; Sat-Sun: 7:30am-6pm	M-Th 9am-9:30pm; Fri 9am-8pm; Sat 9am-2pm; Sun 1pm-5pm
Court Fees Breakdown	Adults: \$3.50 before 5p, \$4.50 after 5p. Juniors: \$1.50 before 5p, \$2.00 after 5p. Senior: (age 50 and up) \$1.00 before 5p, \$2.00 after 5p. Outside Tournament rate \$5.00 per court per hour	M-F until 5pm: \$2.50; After 5pm: \$4.50; Sat-Sun All Day: \$4.50; ALL for 1.5 hrs	\$3.00 per person; \$7.00 per person (Covered Court)
Memberships	No	Yes: Annual and Semi-Annual	Yes: Annual and Semi-Annual
Leagues and Tournaments?	Fall and Spring league run by Parks staff. Tournaments run SATA and multiple outside organizations	Yes: Several Leagues: Spring, Summer, Fall.	Yes
Concessions?	Cold drink machine, water, frozen fruit bars and candy vending machine.	Pro shop, soda machines	Pro shop, cold drinks, candy, snacks
Is there a local Tennis Association?	Yes: SATA. They run tennis tournaments in exchange for office at McFarlin Tennis Center.	Yes: Houston Tennis Assoc (HTA) and USTA.	CCTA
Local Association Role	Promote organize and run USTA sanctioned Tennis Tournaments	Help with leagues and tournaments	
Local Association Office on-site?	Yes	No	No