



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS NOVEMBER 8, 2016 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – November 1, 2016
- * Confirmation of committee appointments

Kelley Kays-City Veterinarian would be appointed to the Animal Health Advisory Committee. The term would commence November 8, 2016 and expire September 30, 2017.

- A) Approve the appointment of Craig Lively as Chief Magistrate of the Municipal Court for a term of two years and approve his compensation
- B) Approve the issuance of a tax exempt loan by the Oglesby Cultural Facilities Corporation to provide financing for the enhancement of various properties of Goodwill Industries of Southeast Texas
- C) Approve the purchase of one John Deere tractor with a slope mower from Deere & Company of Cary, NC
- D) Approve a one year contract with the Greater Beaumont Chamber of Commerce for the period of January 1, 2017 through December 31, 2017
- E) Approve a payment of dues to the South East Texas Regional Planning Commission for Fiscal Year 2017
- F) Approve a consignment agreement with Games People Play, Inc. for the golf pro shop located at 5490 Babe Zaharias Drive (Tyrrell Park)
- G) Authorize the City Manager to receive funding through the 2016 Helping Heroes Grant for the training, education, equipment and emergency notification needs of Texas fire departments and emergency responders
- H) Approve the execution of a License to Encroach Agreement with Enterprise Logistic Services, LLC

RESOLUTION NO.

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

THAT the following appointment be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Kelley Kays	Animal Health Advisory Committee	11/08/2016	09/30/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of
November, 2016.

- Mayor Becky Ames -

A

November 8, 2016

Approve the appointment of Craig Lively as Chief Magistrate of the Municipal Court for a term of two years and approve his compensation

The Chief Magistrate, Craig Lively, will be paid \$10,666.67 per month in base wages. A car allowance of \$200.00 per month will also be provided. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT Craig Lively be reappointed as Chief Magistrate of City of Beaumont Municipal Court for a two (2) year term. The base wages of the Chief Magistrate will be \$10,666.67 per month. A car allowance will be \$200.00 per month.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney 

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution authorizing the issuance of a tax exempt loan by the Oglesby Cultural Facilities Corporation to provide financing for the enhancement of various properties of Goodwill Industries of Southeast Texas.

BACKGROUND

Staff has been approached by representatives of the Oglesby Cultural Facilities Corporation which is involved in the issuance of tax exempt bonds to provide financing for the following projects to benefit Goodwill Industries of Southeast Texas: (i) refinancing a loan used to purchase and remodel a Goodwill facility located at 1180 S. 11th Street, Beaumont, Texas; (ii) financing and/or refinancing the purchase of land located at 6180 Delaware Street, Beaumont, Texas for a new Goodwill retail store and donation center; (iii) refinancing a loan used to finance property located at 3445 Phelan Boulevard, Beaumont, Texas to be used as a corporate headquarters; and, (iv) refinancing the purchase of the site and an existing building and the cost of rehabilitation and remodeling of a Goodwill donation center as 4715 Calder Avenue, Beaumont, Texas. The bonds will be issued by the Cultural Facilities Corp. created by the City of Oglesby, Texas. This corporation was created pursuant to the Cultural Education Facilities Finance Corporation Act which authorizes the issuance of tax exempt bonds to finance facilities such as Goodwill Industries of Southeast Texas. Because the project is located in Beaumont and outside of the City of Oglesby, the issuer must obtain the approval of both Jefferson County and the City of Beaumont due to special statutory requirements of the Texas Health and Safety Code.

The City's approval does not create any liability or obligation on the part of the City and the City has no liability or obligation for the bonds or any other aspect of these projects. In addition, the issuance of the bonds for these projects will not have any impact on the City's finances or its ability to issue any future debt.

A public hearing was being held on the projects on November 4, 2016. This public hearing is required under federal tax law and the hearing was conducted by a representative of Goodwill Industries of Southeast Texas. Goodwill is asking that the City Council consider and approve the resolution approving the issuance of a tax exempt loan by the Oglesby Cultural Facilities

Corporation for the purposes outlined herein.

FUNDING SOURCE

These projects will not have any impact on the City's finances or its ability to issue any future debt.

RECOMMENDATION

Administration recommends approval of a resolution authorizing the issuance of a tax exempt loan by the Oglesby Cultural Facilities Corporation for the financing or refinancing of projects to benefit Goodwill Industries of Southeast Texas.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE UNDERTAKEN BY OGLESBY CULTURAL FACILITIES CORPORATION FOR THE BENEFIT OF GOODWILL INDUSTRIES OF SOUTHEAST TEXAS.

WHEREAS, Goodwill Industries of Southeast Texas ("Goodwill") is a Texas nonprofit corporation which desires to undertake the following:

(i) Refinancing a loan used to purchase and remodel a Goodwill facility located at 1180 S. 11th Street, Beaumont, Texas, which is now being used by Goodwill as a retail store, warehouse, and job training facility;

(ii) Financing and/or refinancing the purchase of land located at 6180 Delaware Street, Beaumont, Texas, and construction and equipping of a new Goodwill retail store and donation center at such site;

(iii) Refinancing a loan used to finance property located at 3445 Phelan Boulevard, Beaumont, Texas, which is used by Goodwill as its corporate headquarters;

(iv) Refinancing the purchase of the site and an existing building, and the cost of rehabilitation and remodeling of a Goodwill donation center, located at 4715 Calder Avenue, Beaumont, Texas (with all such facilities being the "Project"); and,

WHEREAS, the sole owner, user and manager of the Project will be Goodwill Industries of Southeast Texas, a Texas nonprofit corporation; and,

WHEREAS, Goodwill has requested the assistance of the Oglesby Cultural Facilities Corporation (the "Issuer") in financing or refinancing the Project; and,

WHEREAS, Goodwill has requested the Issuer to issue its Oglesby Cultural Facilities Corporation Cultural Facilities Revenue Bonds (Goodwill Industries of Southeast Texas Project) Series 2016 (the "Bonds"), in an aggregate principal amount not to exceed \$5,500,000, to finance or refinance the Project; and,

WHEREAS, under the provisions of Texas state law (Article 1528m, Tex. Rev. Civ. Stat., and Section 221.030 of the *Texas Health and Safety Code*) the City of

Beaumont's (the "City") consent is required for the Issuer to use its powers to issue the Bonds and finance or refinance the Project located within the boundaries of the City; and,

WHEREAS, the City Council of the City now desires to approve the financing, the issuance of the Bonds, and the Project, but solely to satisfy the requirements of the state laws referred to herein;

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,

Section 1.

The City Council of the City of Beaumont hereby approves the Issuer's use of its powers in the City, the financing described above, the issuance of the Bonds by the Issuer in an amount not to exceed \$5,500,000, and the Project. It is the intent of the City Council of the City of Beaumont that this Resolution constitute approval of the financing, the issuance of the Bonds, and the Project, but solely to comply with the requirements of Article 1528m, Tex. Rev. Stat. and Section 221.030 of the *Texas Health and Safety Code*. The Bonds shall be issued to finance or refinance the Project, and the sole user of the Project shall be Goodwill Industries of Southeast Texas.

Section 2.

This Resolution is limited solely for providing that approval required by Article 1528, Tex. Rev. Civ. Stat. and Section 221.030 of the *Texas Health and Safety Code*.

This Resolution is not approval of the Project for any other purpose, including zoning, the grant of building permits or any other legal requirements of the City whatsoever.

Section 3.

Nothing in this resolution shall be construed to create any obligation of the City of Beaumont with respect to the repayment of the bonds or with regard to the construction ownership or operation of the project. The bonds shall never constitute an indebtedness or pledge of the City of Beaumont within the meaning of any constitutional or statutory provision, and the owners of the bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation of any other revenues of the City of Beaumont.

Section 4.

This Resolution shall take effect immediately upon its passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

ATTEST:

City Secretary

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution authorizing the purchase of one (1) John Deere tractor with slope mower from Deere & Company of Cary, NC, in the amount of \$132,771.69.

BACKGROUND

The unit will be used by the Parks and Recreation Department to cut and maintain rights of way and outfall drainage ditches. The new unit will replace Unit 4371 a 2004 model having 5,457 hours. The existing unit has significant maintenance issues and has reached the end of its useful life. It will be disposed of in accordance with the City's surplus equipment policy.

Pricing was obtained through the Houston-Galveston Area Council (HGAC), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. HGAC complies with State of Texas procurement statutes.

Warranty service will be provided by Shoppas John Deere, Inc., the local dealer.

FUNDING SOURCE

Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of one (1) John Deere Tractor with slope mower for use by the Parks and Recreation Department from Deere & Company, of Cary, North Carolina, in the amount of \$132,771.69 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution authorizing a one year contract with the Greater Beaumont Chamber of Commerce in the amount of \$85,000 for the period of January 1, 2017 through December 31, 2017.

BACKGROUND

Funding will be used for marketing Beaumont and business retention/recruitment efforts. Administration is pleased with the relationship between the City and the Chamber.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be, and he is hereby, authorized to execute a one (1) year contract with the Greater Beaumont Chamber of Commerce in the amount of \$85,000 for economic development purposes effective January 1, 2017 through December 31, 2017. The contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This agreement, executed in duplicate, is made and entered into by and between the City of Beaumont, Texas, a municipal corporation of the State of Texas, hereinafter called "City", acting herein by and through its duly authorized City Manager, and the Greater Beaumont Chamber of Commerce, a non-profit corporation, hereinafter called "Chamber", acting herein by and through its President.

WHEREAS, the City believes that economic development is crucial to the continued economic success of City and believes that Chamber should be retained to carry out a program of work on behalf of City for the economic development of City;

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

1.

City does hereby employ, engage and hire Chamber to engage in a comprehensive range of activities and projects to create jobs in Beaumont directed at economic development. The Chamber does hereby agree to accept such hiring, engagement and employment and to discharge such duties in accordance with the terms and conditions herein set forth.

2.

Chamber is hired as an independent contractor and is not an agent of the City.

3.

Chamber agrees to engage in a comprehensive range of activities and projects to create jobs in Beaumont. Chamber's program will be directed toward four separate aspects of job growth:

- a) retaining existing jobs;
- b) creating new businesses;
- c) expanding existing businesses; and,
- d) attracting new employers.

To achieve these goals, the Chamber will maintain a capable paid staff with necessary expertise; recruit and organize volunteer workers from the community; maintain contacts and relationships with primary economic development allies of both public and private offices; gather and publish necessary information and statistics for prospects; maintain and build relationships with management of existing businesses; and promote any other specific activities or projects which will contribute to an environment conducive to job growth.

4.

City hereby agrees to pay to Chamber during the term of this agreement Eighty-Five Thousand Dollars (\$85,000). Payments of Twenty-One Thousand Two-Hundred Fifty Dollars (\$21,250) will be made upon receipt of invoice dated in January of 2017, April 1, 2017, July 1, 2017 and October 1, 2017. Chamber agrees to expend in excess of One- Hundred -Thousand Dollars (\$100,000) in other Chamber funds for the purposes outlined in paragraph 3 hereof.

5.

In conjunction with its annual audit, Chamber agrees to audit, on a review basis, the functional areas outlined in this agreement. Chamber agrees to provide City a copy of the report done by Chamber's certified public accountants on an annual basis.

6.

The term of this agreement shall be from January 1, 2017 until December 31, 2017.

7.

Chamber agrees to indemnify, save harmless, and defend the City of Beaumont from any and all claims, causes of action and damages of every kind arising from the operations of the Chamber, its officers, agents and employees, including the officers, agents and employees involved in economic development and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement. Chamber shall carry, or cause to be carried, general public liability and automobile liability insurance on all operations embraced by this agreement in the amount of Five-Hundred Thousand Dollars (\$500,000) for each occurrence and property damage liability insurance in the amount of Twenty-Five Thousand Dollars (\$25,000) for each occurrence. Said liability policies shall include contractual liability coverage in the same amounts as stated herein. Said insurance policies shall name the City of Beaumont as an additional insured. Said policies or duplicate originals thereof shall be filed with the City Clerk, or her designated representative, before any operations contemplated by this agreement are begun.

EXECUTED in duplicate originals this the _____ day of _____,
2016.

CITY OF BEAUMONT

By: _____
Kyle Hayes
City Manager

ATTEST:

By: _____
City Clerk

GREATER BEAUMONT CHAMBER OF COMMERCE

By: _____
Chairman of the Board

ATTEST:

By: _____

Name: _____

Title: _____

BEAUMONT

TEXAS

E

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution approving a payment of dues to the South East Texas Regional Planning Commission (SETRPC) in the amount of \$43,233.92 for Fiscal Year 2017.

BACKGROUND

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

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

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Council hereby approves the payment of fiscal year 2017 dues to the South East Texas Regional Planning Commission (SETRPC) in the amount of \$43,233.92.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 8, 2016

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

BACKGROUND

The City of Beaumont operates a golf pro shop at the Henry Homberg Golf Course and entered into a consignment agreement with Games People Play, Inc (GPP), in April of 2013. Pursuant to the agreement, GPP supplies the golf pro shop with high quality golf merchandise and in exchange the City receives ten percent (10%) of the revenues generated from the sale of such merchandise. GPP is responsible for transporting, organizing, and displaying any merchandise they bring to the pro shop, and they also retain control over the price and ownership of any merchandise there. The City of Beaumont's main responsibility is to provide a location for displaying the GPP merchandise and tracking the amount of merchandise sold on a monthly basis.

The current agreement expires December 31, 2016. The City of Beaumont and Games People Play, Inc. have been very pleased with this relationship for the last three years and would like to enter into a new two year agreement. No other terms in the new agreement have changed from those in the current agreement.

A draft agreement is provided for your review and consideration.

FUNDING SOURCE

Not applicable. The City of Beaumont will receive ten percent (10%) of the revenue from the sale of GPP merchandise. In FY 2016, this amounted to \$3,115.06 to the City of Beaumont.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a two (2) year Consignment Agreement with Games People Play, Inc. (GPP), of Beaumont, Texas, for the sale of golf merchandise at the golf pro shop located at Henry Homberg Golf Course. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

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

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

I. OBLIGATIONS OF GAMES PEOPLE PLAY

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

II. OBLIGATIONS OF THE CITY OF BEAUMONT

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

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

III. REPORTING REQUIREMENTS & PAYMENT PROVISION

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

IV. MERCHANDISE STATUS

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

V. TERMS OF AGREEMENT

17. This agreement shall become effective for a period of two (2) years from the date of execution.
18. This agreement can be cancelled by either party, with or without cause, upon providing a 30-day written notice to the other party.

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

City of Beaumont

Games People Play

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to receive funding in the amount of \$4,800 through the 2016 Helping Heroes Grant.



BACKGROUND

In 2012, Flint Hills Resources and Koch Pipeline Company established the Helping Heroes program which provides grants for the training, education, equipment, and emergency notification needs of Texas fire departments and emergency responders. The award would provide unmanned aerial systems for investigative purposes. There is no match requirement.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding from Flint Hills Resources and Koch Pipeline Company through the 2016 Helping Heroes Grant, in the amount of \$4,800.00, to provide unmanned aerial systems for investigative purposes for the training, education, equipment, and emergency notification needs of Texas fire departments and emergency responders.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution authorizing the execution of a License to Encroach Agreement with Enterprise Logistic Services, LLC.

BACKGROUND

On April 7, 2015, City Council approved Resolution No. 15-062 and on December 15, 2015 City Council approved Resolution No. 15-285 authorizing the execution of a License to Encroach Agreement with Enterprise Logistic Services, LLC to install ground water monitoring wells onto City-owned property identified as being Fire Station No. 5 located at 6375 Walden Road.

Enterprise Logistic Services, LLC has requested to install two (2) additional two inch (2") ground water monitoring wells situated on Block 4, Tract No. 2, and Block 4, Tract No. 4 of the T H Langham Subdivision across from Fire Station No. 5 approximately ten feet (10') North of Walden Road, approximately 0.5 miles West of Interstate 10. In order to confirm and assess chemicals of concern in the soil and groundwater, these two additional monitoring wells are needed to completely delineate the impact of chemicals of concerns in the groundwater.

The request from Enterprise Logistic Services, LLC was submitted to all City departments and utility companies with no objection.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

FUNDING SOURCE

There is a one time non-refundable fee of \$500 from Enterprise Logistic Services, LLC for the License to Encroach.

RECOMMENDATION

Approval of resolution.



*Application for License to Encroach
City of Beaumont, Texas*

1. NAME OF APPLICANT: Enterprise Logistic Services LLC
ADDRESS: PO Box 4324, Houston, TX 77210 PHONE: 713-381-8780

2. AUTHORITY OF APPLICANT: Gregory E. Miller, P.G.

3. NAME OF OWNER: Enterprise Logistic Services LLC
ADDRESS: PO Box 4324, Houston, TX 77210 PHONE: 713-381-8780

LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision)

TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY: _____

* TH LANGHAM S/D BLK 4 TR #4 2.5ac & TH LANGHAM S/D BLK 4 TR #2 4.537ac

Two (2) monitoring wells to be installed approximately 10' N of Walden Road, approximately 0.5 mile W of Interstate 10

4. DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED: _____
Walden Road Right-of-Way

5. PRESENT USE OF EASEMENT OR RIGHT-OF-WAY (List Utilities if Present):
Street right-of-way, utility easement, and fire hydrant easement

6. USE OF EASEMENT OR RIGHT-OF-WAY DESIRED BY OWNER:
Installation of two (2) monitoring wells

7. ATTACH A MAP OR PLAT DELINEATING THE EASEMENT OR PUBLIC RIGHT-OF-WAY (Dimensioned and to Engineering Scale). PLEASE INCLUDE ALL PERTINENT INFORMATION ON THE MAP:

- i. Distances from edge of pavement or back of curb
- ii. Street names and nearest cross streets
- iii. Side of the street [east, west, north, south]

8. COST TO BE PAID FOR LICENSE TO ENCROACH AT TIME APPLICATION IS SUBMITTED - \$500 SAID COST BEING NON-REFUNDABLE.

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


SIGNATURE

RESOLUTION NO.

WHEREAS, Enterprise Logistic Services, LLC has requested that the City of Beaumont grant a License to Encroach into city-owned property located approximately ten feet (10') north of Walden Road, approximately 0.5 miles west of Interstate 10, located across from Fire Station No. 5 at 6375 Walden Road, which is described as being in Block 4, Tract No. 2 and Block 4, Tract No. 4 of the T.H. Langham Subdivision, to the City of Beaumont. The encroachment being two (2) proposed two inch (2") diameter ground water monitoring wells overlapping onto city-owned property described in Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with Enterprise Logistic Services, LLC to encroach into city-owned property located approximately ten feet (10') north of Walden Road, approximately 0.5 miles west of Interstate 10, located across from Fire Station No. 5 at 6375 Walden Road, which is described as being in Block 4, Tract No. 2 and Block 4, Tract No. 4 of the T.H. Langham Subdivision, to the City of Beaumont. The encroachment being two (2) proposed two inch (2") diameter ground water monitoring wells overlapping into city-

owned property, as described in Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof for all purposes for a one-time fee of Five Hundred Dollars (\$500.00) for the License to Encroach.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -

LICENSE TO ENCROACH

STATE OF TEXAS X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" and Enterprise Logistic Services, LLC, hereinafter called "Licensee", contracted and agreed as set forth herein.

Licensee desires a license from Licensor to use that real property (the subject of this license agreement) described as follows:

Monitoring Well – encroaching onto the City right of way situated on Block 4, Tract No. 2 and Block 4, Tract No. 4 of the T H Langham Subdivision across from Fire Station No. 5 located at 6375 Walden Road, approximately ten feet (10’) North of Walden Road and approximately 0.5 miles West of Interstate 10. Said encroachments are shown on Exhibit “A”, attached.

NOW, THEREFORE, Licensor hereby grants to Licensee a license to occupy and use the subject property for the purpose of installing the groundwater monitoring well, subject to all of the terms and conditions hereof. Licensee shall notify 811 forty-eight (48) hours prior to any excavation at site of encroachment. Licensee shall notify the Water Utilities Project Manager at (409) 785-3017 or (409) 785-3019 for utility locates forty-eight (48) hours prior to any excavation. Licensee shall maintain a minimum of ten (10) foot separation between the water mains and the monitoring wells (OD to OD). Licensee shall maintain the said monitoring wells in a good and safe condition as may be required to protect the public from injury or property damage. Licensee shall upon completion of remediation activities, properly close said groundwater monitoring well, with plans subject to approval of the City of Beaumont Water Utilities Department. After three (3) years from the date of this agreement, Licensee shall notify Licensor of their intent to continue using the monitoring wells. Such notice would be sent to the Director of Public Works, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704.

Subject property may continue to be occupied and used by Licensee solely in connection with the existing structures and for incidental purposes related thereto during the term of this license or until termination thereof. Said license shall terminate upon removal or demolition of said encroachment.

Substantial improvements shall not be made upon any encroachment without first obtaining the written consent of Licensor and giving notice to Licensor in writing of how, when and to what extent such improvements are to be made. A copy of this license shall be attached to such notice.

Substantial improvement means any repair, construction, or improvement of a structure,

damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the subject property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the right-of-way or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor will not be responsible for any damages to any structures or improvements if the sanitary sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews. The Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

The Environmental Contractor will be invoiced for any damages that occur to Licensor sanitary mains during the installation and/or removal of any of the monitoring wells.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

This license is neither assignable nor transferable except in conjunction with, and as part of, Licensee's conveyance of all the abutting property this license serves, through probate or warranty deed or lease. In any such event, Licensor shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to Enterprise Logistic Services, LLC, 1100 Louisiana Street, Houston, Texas 77002.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of
the _____ day of _____, 2016.

LICENSOR:

LICENSEE:

CITY OF BEAUMONT

ENTERPRISE LOGISTICS SERVICES, LLC

By: _____
Kyle Hayes
City Manager

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the ____ day of _____, 2016, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS X

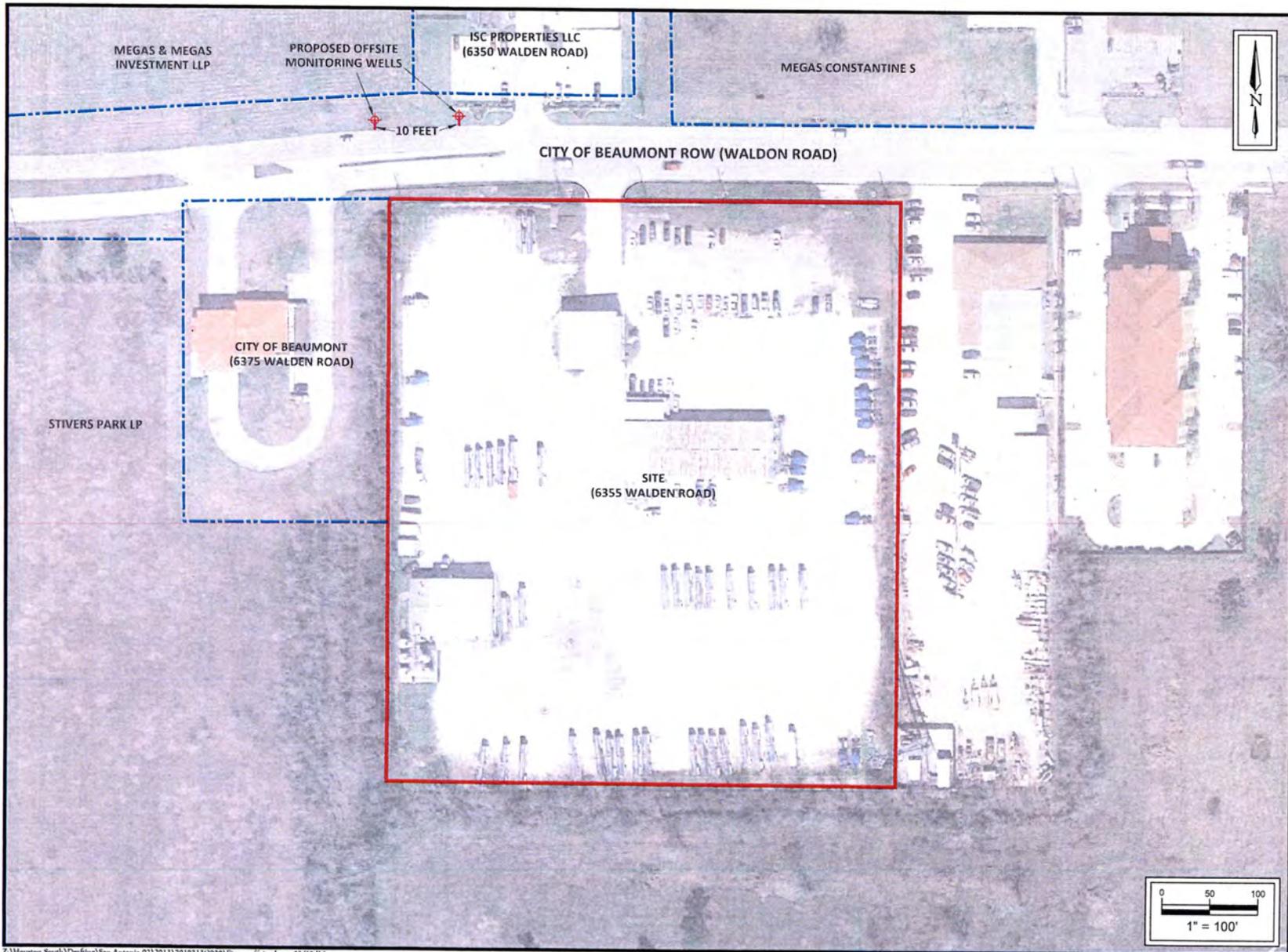
COUNTY OF HARRIS X

This instrument was acknowledged before me on the ___ day of _____, 2016, by _____, _____ of Enterprise Logistics Services, LLC.

Notary Public, State of Texas

RETURN TO:

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



LEGEND

- PROPERTY BOUNDARY
- + PROPOSED OFF-SITE MONITORING WELL
- - - JEFFERSON CAD PROPERTY LINES

Exhibit "A" – Page 1

* PROPERTY BOUNDARIES OBTAINED FROM JEFFERSON COUNTY APPRAISAL DISTRICT WEBSITE.

Apex TITAN, Inc.
 7979 Broadway Street, Suite 100
 San Antonio, Texas
 Phone: (210) 804-9922
www.apexcos.com
 A Subsidiary of Apex Companies, LLC

Enterprise Logistic Services LLC
Beaumont Terminal
 6355 Walden Road
 Beaumont, Texas
 47.694121N, -103.259223W

Project No. 7010213G020

FIGURE 1
Off-Site Monitoring Well Location

Z:\Houston South\mrfiling\San Antonio 02\2013\7010213G020\Figure off-site.dwg 05/19/16

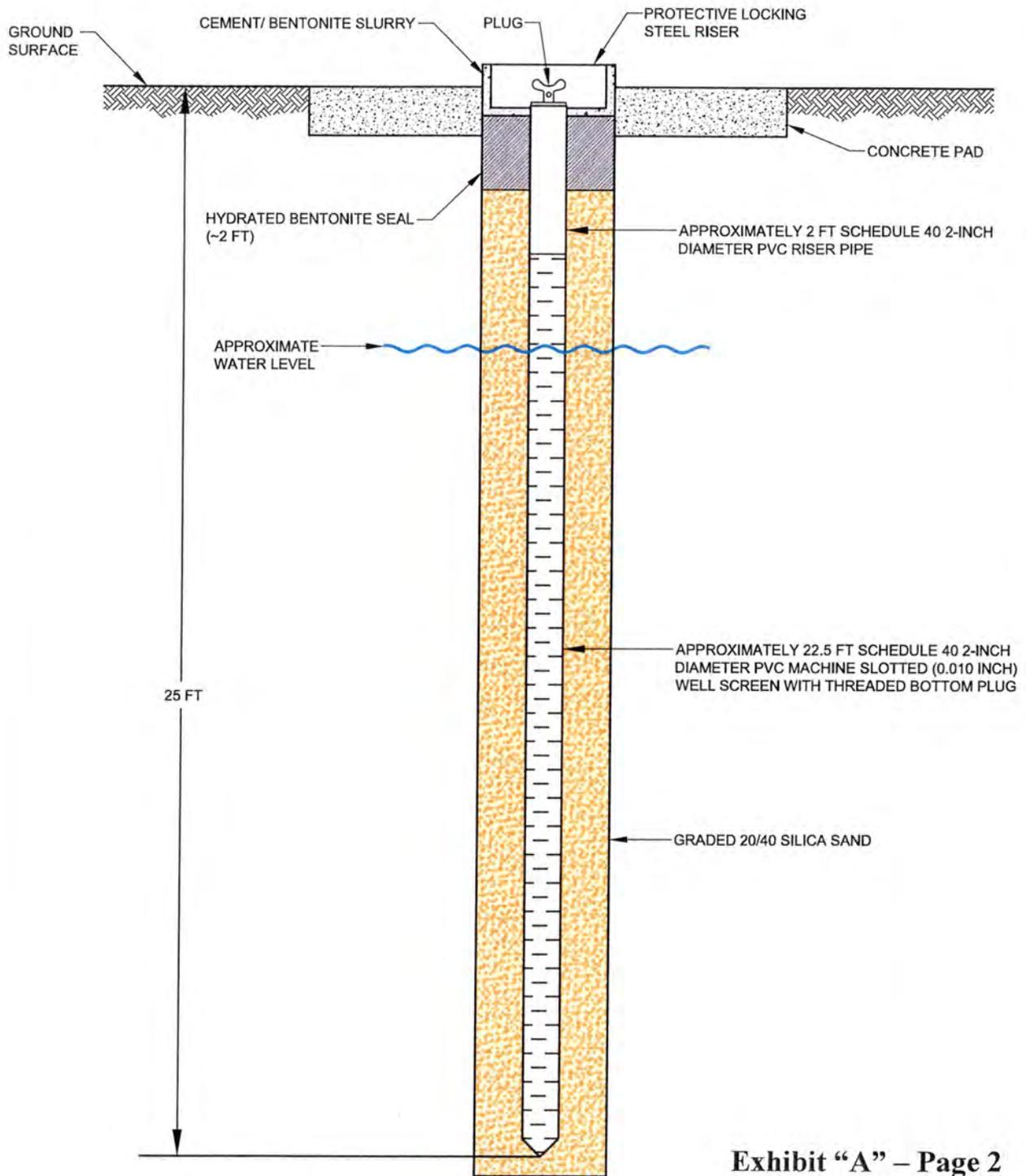


Exhibit "A" – Page 2

Enterprise Logistic Services LLC
 Beaumont Terminal
 6355 Walden Road
 Beaumont, Texas
 47.694121N, -103.259223W



Apex TITAN, Inc.
 7979 Broadway Street, Suite 100
 San Antonio, Texas
 Phone: (210) 804-9922
www.apexcos.com
 A Subsidiary of Apex Companies, LLC

**FIGURE
 GROUNDWATER
 MONITOR WELL SCHEMATIC**

Project No. 7010213G020



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS NOVEMBER 8, 2016 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving the award of a contract to Grande Truck Center, Inc. of San Antonio for the purchase of five dump trucks

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:

Claim of Allco vs. City of Beaumont:
Waste Water Treatment Plant Bar Screen Replacements Project
Surface Water Treatment Plant Project
Tennis Courts Covered/Uncovered Project
South Park Drainage Project

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.

November 8, 2016

Consider a resolution approving the award of a contract to Grande Truck Center, Inc. of San Antonio for the purchase of five dump trucks

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: November 8, 2016

REQUESTED ACTION: Council consider a resolution approving the award of a contract to Grande Truck Center, Inc. of San Antonio, in the amount of \$561,025.00 for purchase of five (5) Western Star, 16 yard dump trucks.

BACKGROUND

Three (3) new dump trucks will be purchased for the Streets and Drainage Division and one each for the Parks and Recreation Department and the Water Utilities Department.

This purchase will replace units 3263, 3262, 3281, 3206 and 3305, all of which are between 15 and 20 years old and all well in excess of 100,000 miles. The old units have become unreliable, and require excessive maintenance. The old vehicles will be disposed of in accordance with the City's surplus equipment policy.

Pricing was obtained through the Houston-Galveston Area Council (HGAC), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. HGAC complies with State of Texas procurement statutes. The total purchase price includes the HGAC of \$1,000 which is paid to the vendor.

Manufacturer's service and support are provided by Beaumont Freightliner, Inc.

FUNDING SOURCE

Capital Reserve Fund (81%) and Water Utilities Fund (19%).

RECOMMENDATION

Approval of resolution.

Purchase of Dump Trucks

November 8, 2016

Page 2.

Qty	Description	Unit Price	Total
3	Streets & Drainage	\$47,039.00	\$349,542.00
1	Parks & Property Services	\$47,039.00	\$116,514.00
1	Water Utilities (Sewer Maintenance)	\$47,039.00	\$116,514.00
1	HGAC Fee	\$1,000.00	\$1,000.00
1	Discount	(\$22,545.00)	(\$22,545.00)
	TOTAL		\$561,025.00

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of five (5) Western Star 16-yard dump trucks for use by the Streets and Drainage, Parks, and Water Utilities Departments from Grande Truck Center, Inc., of San Antonio, Texas, in the amount of \$561,025.00 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of November, 2016.

- Mayor Becky Ames -