

COPY

P.R. No. 19065 PR
7-21-15

RESOLUTION NO. 15-263

A RESOLUTION APPROVING THE SECOND AND FINAL YEAR RENEWAL OF THE CONTRACT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND SANDRA'S ENTERPRISES, INC. FOR GRASS CUTTING SERVICES IN THE SPUR 93 BUSINESS PARK IN AN AMOUNT NOT TO EXCEED \$12,000.00. FUNDS AVAILABLE IN ACCOUNT 120-1429-582-59-02

WHEREAS, according to Resolution (13-333) the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") Board of Directors and the City of Port Arthur's City Council ("Council") approved PAEDC to enter into an agreement with Sandra's Enterprises, Inc. for grass cutting services for the PAEDC's Spur 93 Business Park; and

WHEREAS, the original contractual agreement included an option to renew for two (2) additional one-year periods; and

WHEREAS, according to Resolution (14-313) the PAEDC Board of Directors and the Council approved the first renewal of the contract between PAEDC and Sandra's Enterprises, Inc. for grass cutting services for the Spur 93 Business Park; and

WHEREAS, on July 6, 2015 the PAEDC Board of Directors approved the second renewal of the contract between PAEDC and Sandra's Enterprises, Inc. for grass cutting services for the Spur 93 Business Park in an amount not to exceed \$12,000 as denoted in **Exhibit "A"**.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the PAEDC is herein authorized to renew the grass cutting contract with Sandra's Enterprises, Inc. for the second and final renewal as denoted in **Exhibit "A"**.

Section 3. That the PAEDC is herein authorized to renew the grass cutting contract in an amount not to exceed \$12,000 as denoted in **Exhibit "A"**.

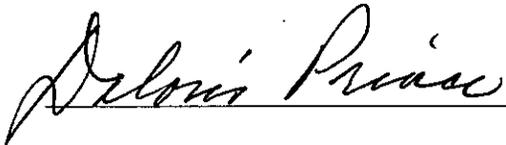
Section 4. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 21st day of July A.D., 2015, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Prince, Mayor Pro Tem Frank

Councilmembers Scott, Hamilton, Masely,
Louis, Swati and Freeman

NOES: none



Deloris "Bobbie" Prince, Mayor

ATTEST:



Sherri Bellard, City Secretary

APPROVED:



Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:



Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizen, City Attorney

EXHIBIT "A"

**CONTRACT FOR THE GRASS CUTTING MAINTENANCE OF
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION SPUR 93 BUSINESS PARK**

THIS CONTRACT, made the day _____ of _____, 2015, by and between the **City of Port Arthur Section 4A Economic Development Corporation**, organized under the laws of the State of Texas (the "OWNER") and **Sandra Guilbeau d/b/a Sandra's Enterprises, Inc.**, Port Arthur, Texas (the "CONTRACTOR").

In consideration of the payment terms, conditions and agreements set forth herein, OWNER and CONTRACTOR agree to renew the original contract as follows:

1. The term of this Contract shall be from **August 20, 2015 to August 19, 2016**.
2. The CONTRACTOR will perform mowing, trimming and removal of litter and debris at the OWNER'S Highway Spur 93 Business Park as stated in the Contract Documents.
3. During the term of this Contract, the CONTRACTOR will furnish at his own expense all of the materials, supplies, tools and equipment, labor and other services necessary to connection therewith, excepting those supplies specifically not required of CONTRACTOR in the Specifications set forth in the Contract Documents.
4. The CONTRACTOR agrees to perform all of the work described in the Specifications of the Contract Documents and to comply with the terms therein for the cost of **\$10.00 per acre**, in a not to exceed amount of **\$12,000**.
5. The term "Contract Documents" means and includes the following:
 - a. Contract
 - b. Advertisement for Bids
 - c. Addenda (if any)
 - d. General Information
 - e. Specifications
 - f. Bid
 - g. Notice of Award
6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, duplicate copies of the Contract each of which shall be deemed an original on the first above written.

Signed on the ____ day of _____, 2015.

**City of Port Arthur Section 4A
Economic Development Corporation**

President

ATTEST:

Secretary

Signed on the ____ day of _____, 2015.

Sandra Guilbeau d/b/a Sandra's Enterprises, Inc.

By: _____
Sandra Guilbeau