

RESOLUTION NO. 18-431

A RESOLUTION AUTHORIZING THE SECOND AND FINAL 1-YEAR RENEWAL OF THE CONTRACT WITH JOEY'S TRACTOR SERVICE OF PORT ARTHUR, TEXAS AND THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION FOR GRASS CUTTING SERVICES AT THE SPUR 93 BUSINESS PARK NOT TO EXCEED \$20,790.00 (ACCOUNT NUMBER 120-1429-582.59-02)

WHEREAS, the City Council for the City of Port Arthur per Resolution 16-352 approved the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") to enter into a contract with Joey's Tractor Service; and

WHEREAS, the contract was for a period of twelve (12) months with an option to renew for two (2) additional 1-year periods; and

WHEREAS, pursuant to Resolution 17-287, the PAEDC Board of Directors and the City Council approved the first renewal of the contract between PAEDC and Joey's Tractor Service of Port Arthur, Texas; and

WHEREAS, the contract renewal with Joey's Tractor Service for December 27, 2018 through December 27, 2019 at a cost not to exceed \$20,790 as denoted in **Exhibit "A"** was approved by the PAEDC Board of Directors at their October 1, 2018 regular Board meeting.

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

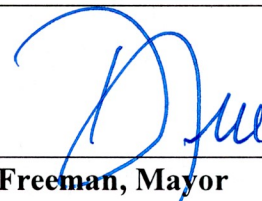
Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council approves the renewal of a contract with Joey's Tractor Service by PAEDC so long as their per acre rate (\$15.75) do not exceed the rate as denoted in **Exhibit "A"**.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 23rd day of October A.D., 2018,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:
Mayor Freeman; Mayor Pro Tem Kinlaw,
Councilmembers Scott, Jones, Douat, Moses
and Frank

NOES: none


Derrick Freeman, Mayor

ATTEST:


Sherri Bellard, City Secretary on behalf of

APPROVED:


Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

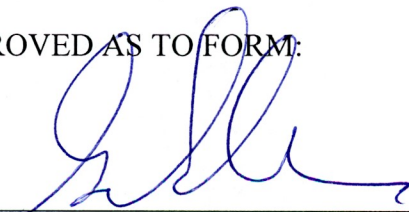

Guy N. Goodson, PAEDC Attorney

Exhibit "A"

**CONTRACT FOR THE MOWING OF THE
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION BUSINESS PARK ON SPUR 93
IN THE CITY OF PORT ARTHUR, TEXAS**

THIS CONTRACT, made the day _____ of _____, 2018, 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 **Percy J. Villemez d/b/a Joey's Tractor Service**, 2700 61st Street, Port Arthur, Texas (the "CONTRACTOR").

In consideration of the payment terms, conditions and agreements set forth herein, OWNER and CONTRACTOR agree as follow:

1. The term of this Contract shall be from December 27, 2018 through December 27, 2019, unless sooner terminated under the provisions hereof. The PAEDC can terminate this contract at its convenience, which includes, but is not limited to, funding not being available in any budget cycle within 15 days written notice.
2. Scope of Work: The CONTRACTOR will perform mowing and trimming and removal of litter and debris at the Port Arthur EDC 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, equipment, labor and other services necessary in connection therewith, excepting those supplies specifically not required of Contractor in the Specifications.
4. The CONTRACTOR agrees to perform all the work described in the specifications and contract documents and to comply with the terms therein for the cost of \$15.75 per acre, not to exceed \$20,790.00.
5. The term "Contract Documents" means and includes the following:
 - a. Contract
 - b. ~~General Information~~ *
 - c. ~~Specifications~~ *
 - d. ~~Notice of Award~~ *

*These items were attached to the original letting contract. This agreement is only included in this renewal.

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 date first above written.

Signed on the ____ day of _____, 2018.

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

President

ATTEST:

Secretary

Signed on the ____ day of _____, 2018.

Percy J. Villemmez d/b/a Joey's Tractor Service

By: _____
Print Name: _____
Title: _____