

RESOLUTION NO. 25-208

A RESOLUTION AUTHORIZING THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION TO APPROVE THE SECOND AND FINAL RENEWAL OF A CONTRACT FOR THE TRACTOR MOWING SERVICES OF THE HIGHWAY 73, JADE AVENUE, AND THE SPUR 93 BUSINESS PARKS WITH B&N MOWERS, LLC OF PORT ARTHUR, TEXAS, IN AN AMOUNT NOT TO EXCEED \$38,000.00, PAEDC FUNDING ACCOUNT NO. 120-80-625-5479-00-00-000 (BUSINESS PARK DEVELOPMENT)

WHEREAS, pursuant to Resolution No. 23-309, the City Council approved the Port Arthur Section 4A Economic Development Corporation ("PAEDC") entering into a contract with B&N Mowers, LLC ("B&N") for the mowing services at the Highway 73, Jade Avenue, and Spur 93 Business Parks at an annual cost not to exceed \$38,000.00 with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, at their May 5, 2025, Regular Board Meeting the PAEDC Board of Directors recommended approving the second and final renewal (third year) of the contract with B&N for the mowing services at the Highway 73, Jade Avenue, and Spur 93 Business Parks, in an amount not to exceed \$38,000.00 for a period of one (1) year, **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 City Council of the City of Port Arthur approves the second and final renewal of a contract between PAEDC and B&N Mowers, LLC for the mowing services at the Highway 73, Jade Avenue, and Spur 93 Business Parks in an amount not to exceed \$38,000.00. The term of this Contract shall be from August 9, 2025 to August 8, 2026.

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 20th day of May A.D., 2025,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES: 4

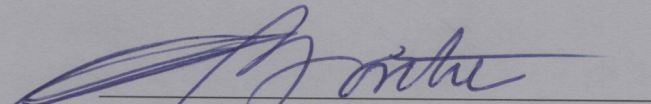
Mayor Bartie,

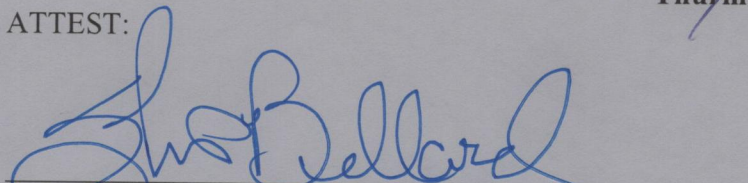
Councilmembers Lewis, Beckcom,

Dove, Frank,

_____;

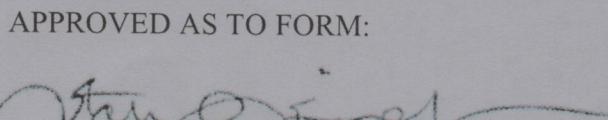
NOES: None.


Thurman Bartie, Mayor

ATTEST:

Sherri Bellard, City Secretary

APPROVED:

Terry Stokes, PAEDC CEO

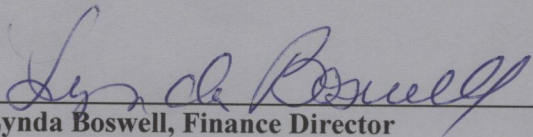
APPROVED AS TO FORM:

Stanley Springerley, PAEDC Attorney

APPROVED AS TO FORM:



Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Lynda Boswell, Finance Director

EXHIBIT A

**CONTRACT FOR THE TRACTOR SERVICE OF
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION BUSINESS PARKS HIGHWAY 73, SPUR 93 & JADE AVENUE
IN THE CITY OF PORT ARTHUR, TEXAS**

THIS CONTRACT made the day _____ of _____, 2025, 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 **B&N Mowers, LLC**, 5321 Terrace Ave., Port Arthur, Texas 77640 (the "CONTRACTOR").

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

1. The term of this Contract shall be from August 9, 2025, to August 8, 2026, this is the final renewal of this contract.
2. Scope of Work: The CONTRACTOR shall furnish all supervision, labor, materials, machinery, tools equipment, fuel, and service, to perform and complete all work in an efficient and workman-like manner as specified in the Specifications below ("Mowing Services").
3. Specifications for Mowing Services for PAEDC Business Parks Highway 73, Spur 93 & Jade Avenue:
 - a. The OWNER's business parks are located at 3330 Highway 73 and 9555 West Port Arthur Road.
 - b. CONTRACTOR will be cutting approximately 7.269 acres at Highway 73 and 198 acres at West Port Arthur Business Parks.
 - c. CONTRACTOR is responsible for cutting the grass area six feet from curbs in the Business Park.
 - d. CONTRACTOR responsible for trimming around any fire hydrants or signs within the cutting area.
 - e. All litter and debris shall be picked up prior to mowing and then immediately following the actual mowing and trimming. This is to retrieve any litter missed the first time and cut into small pieces by the mower.
 - f. All litter and debris shall be disposed of properly, off site, at the CONTRACTOR's expense.
 - g. Litter and debris shall be defined as an object not intentionally placed at project site for a specific purpose. This shall include but not be limited to paper, wrappers, cans, bottles, building materials, disposable diapers and cigarette butts found on the grounds and all objects found in trash receptacles. This shall also include items produced from a maintenance task such as moving and/or landscaping.

- h. Sweep or blow clean all sidewalks and/or concrete areas affected by work. No grass clippings shall be placed or blown into the City's Drainage culverts or in the streets.
 - i. Entrance roads, approaches, and/or driveways are to be maintained, where applicable.
 - j. The Port Arthur EDC will call CONTRACTOR ("notification") to cut grass on an as needed basis. Port Arthur EDC estimates four (4) cuts per year, it may be more.
 - k. Work must be completed within seven (7) calendar days of notification to cut grass unless the OWNER grants an extension.
 - l. Acreage of property will decrease as Business Parks are developed. CONTRACTOR is not responsible for the newly developed property.
 - m. CONTRACTOR will be responsible for any damage to publicly owned properties and/or structures.
 - n. Ruts caused by CONTRACTOR's equipment shall be filled at CONTRACTOR's expense.
 - o. Time extensions may be granted due to inclement weather or other act of nature only when CONTRACTOR request for such extension is submitted to the City's representative.
4. The CONTRACTOR will perform mowing, trimming and removal of litter and debris at OWNER'S Highway 73, Spur 93 & Jade Avenue Business Parks as set forth above at the rate of \$30.00 per acre.
5. Termination for Cause: If, through any cause, the CONTRACTOR, shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the CONTRACTOR and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the OWNER from the CONTRACTOR is determined.
6. Termination for Convenience: The OWNER may terminate this Agreement at any time giving at least thirty (30) days notice in writing to the CONTRACTOR. If the Contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the service that it has performed up to the termination date. If the Contract is terminated due to fault of the CONTRACTOR, the previous paragraph (Paragraph 5) shall apply.
7. Insurance: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by OWNER. The Contract shall, at his own expense, purchase, maintain and keep in force insurance that will protect against

injury and/or damages which may arise out of or result from operations under this Contract, whether the operations be by himself or by an subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits:

- a. Standard Worker's Compensation Insurance:
 - b. Commercial General Liability occurrence type insurance OWNER, its officers, agents, and employees must be named as additional insured):
 - i. Bodily injury \$500,000 single limit per occurrence or \$500,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person/\$1,000,000 per occurrence for contracts in excess of \$100,000; and
 - ii. Property Damage \$100,000 per occurrence regardless of contract amount; and
 - iii. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
 - c. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverages).
 - i. Minimum combined single limit \$500,000 per occurrence, for bodily injury and property damage.
 - ii. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
8. CONTRACTOR'S Status: The CONTRACTOR is an Independent Contractor. CONTRACTOR and CONTRACTOR'S employees are not the agents, servants or employees of the OWNER. This Contract does NOT form a partnership or any other form of association and does NOT allow CONTRACTOR to bind or make OWNER liable to any other entity other than the CONTRACTOR.
9. Indemnification: **THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS PAEDC AND ITS OFFICIALS AND EMPLOYEES INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY OR DEATH AND PROPERTY DAMAGE MADE UPON PAEDC DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS AND DUTIES**

UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING IMMUNITY AVAILABLE TO PAEDC UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER STATE LAW. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTED OR OTHERWISE, TO ANY PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE PAEDC IN WRITING OF ANY CLAIM OR DEMAND AGAINST PAEDC OR THE CONTRACTOR KNOWN TO THE CONTRACTOR RELATED TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.

10. Compliance With Law: CONTRACTOR, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Port Arthur, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. CONTRACTOR must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.
11. Governing Law/Venue: Texas law governs this Contract, and any lawsuit must be filed in a court that has jurisdiction in Jefferson County, Texas.
12. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
13. 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.

Signatures on the next page.

Signed on the _____ day of _____, 2025.

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

PAEDC President

ATTEST:

PAEDC Secretary

Signed on the _____ day of _____, 2025.

B&N Mowers, LLC

By: _____
Breton Newcost