



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

CONSENT AGENDA

- * Approval of minutes – February 23, 2016
- * Confirmation of committee appointments

Keely Kinsel will replace Carrie May who was appointed to fill the unexpired term of Cindy Meyers, Humane Society Representative on the Animal Health Advisory Committee. The term would commence March 1, 2016 and expire September 30, 2017. (Mayor Becky Ames)

- A) Authorize the City Manager to execute a Standard Utility Agreement with the Texas Department of Transportation for the relocation of an existing 20" waterline along Major Drive north of IH-10
- B) Approve a resolution accepting payment for a paving lien dated May 23, 1931 on property legally described as Arlington Addition, ½ L7 and L8 of Block 21, and waiving interest

RESOLUTION NO.

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

THAT Keely Kinsel is appointed to the Animal Health Advisory Committee to fill the unexpired term of Carrie May. The term will commence March 1, 2016 and expire September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of March, 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: March 1, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute a Standard Utility Agreement with the Texas Department of Transportation (TxDOT) for the relocation of an existing 20" waterline along Major Drive north of IH-10.

BACKGROUND

The agreement will authorize the relocation of approximately 430 linear feet of 20" potable waterline including connections to existing line, valves, fire hydrant, and abandonment of the existing line to accommodate for the proposed highway improvements project.

FUNDING SOURCE

Texas Department of Transportation (TxDOT).

RECOMMENDATION

Approval of resolution.

APPROVAL

To Diane Newsome
City of Beaumont
1350 Langham Road
Beaumont, TX 77707

Date 2/22/2016
Application No. BMT20160211155811
District App. No. BMT 20 159 2016
Highway FM 0364
Control Section 078601
Maintenance Section Jefferson-Orange County Maintenance
(Beaumont)
County Jefferson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. BMT20160211155811 (District Application No. BMT 20 159 2016) dated 2/22/2016 and accompanying documentation, except as noted below.

Do not start work until you have coordinated the construction start date and inspection with TXDOT. Contact is Keith Powell (409-924-6532). Please also notify TXDOT when construction is completed via the UIR system so the permit can be closed out.

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification.

also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Ted Clay
Title Transportation Engineer Superv
District Beaumont



Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Beaumont District, Texas

Date 2/19/2016
Application No. BMT20160211155811

Formal notice is hereby given that _____ City of Beaumont
proposes to install a utility facility within the right-of-way of _____ FM0364
in Jefferson County, Texas as follows: (details are shown on page 2)

Relocation of 20" waterline for pavement construction which is part of the current Interstate Highway 10 and Major Drive project.

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 1 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after February 22, 2016 and end on or before May 22, 2016.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner City of Beaumont
By Diane Newsome
Title Project Manager
Address 1350 Langham Road
Beaumont, TX 77707
Phone No. 409-785-3015
E-mail address dnewsome@ci.beaumont.tx.us

Application Details

Application No. BMT20160211155811
Date 2/19/2016
Utility Installation Owner City of Beaumont
By Diane Newsome
TxDOT District Beaumont District
County Jefferson
Route FM0364
Control Section 078601
Description Relocation of 20" waterline for pavement
construction which is part of the current Interstate
Highway 10 and Major Drive project.
Attachments Plan Set PDF.pdf

CONSTRUCTION PLANS
FOR
CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS
MAJOR DRIVE 20" WATERLINE RELOCATION

FEBRUARY 2016

CITY COUNCIL

BECKY AMES
MAYOR

W.L. PATE, JR.
COUNCIL MEMBER, AT LARGE

GETHREL "GET" WILLIAMS-WRIGHT
COUNCIL MEMBER, AT LARGE

CLAUDE F. GUIDROZ
COUNCIL MEMBER, WARD I

MIKE GETZ
COUNCIL MEMBER, WARD II

AUDWIN M. SAMUEL
COUNCIL MEMBER, WARD III

ROBIN MOUTON
COUNCIL MEMBER, WARD IV

KYLE HAYES
CITY MANAGER

DR. JOSEPH MAJDALANI, P.E.
PUBLIC WORKS DIRECTOR

AMALIA VILLARREAL, P.E.
WATER UTILITIES ENGINEER

APPROVED BY

MARK MANN, P.E.
PUBLIC WORKS DIRECTOR



PREPARED BY:

SPI SCHAUMBURG & POLK, INC.

BEAUMONT • HOUSTON • TYLER

Firm Registration #F000520

8865 College Street, Beaumont, Texas 77707
409.866.0341 P - 409.866.0337 F

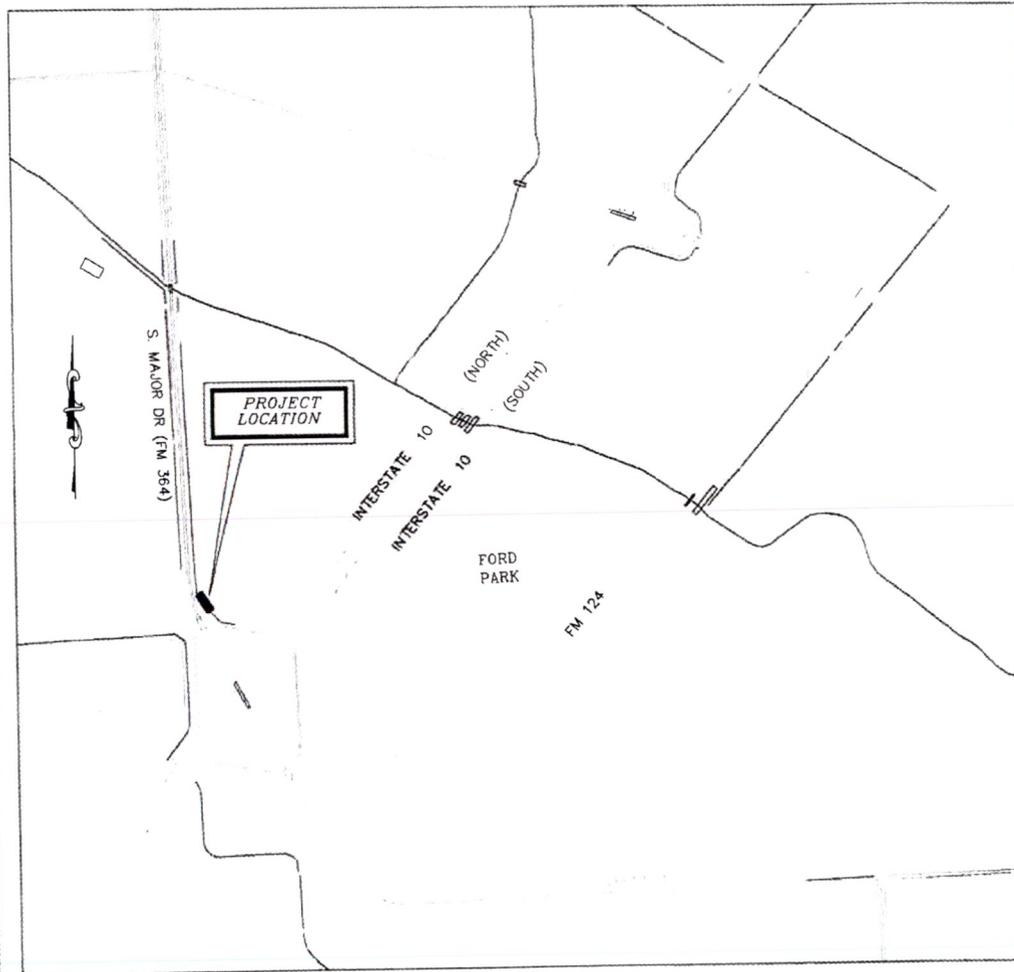
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BEAUMONT
TEXAS

CIVIL SHEET INDEX

1. COVER SHEET
2. LOCATION MAP
3. PLAN & PROFILE SMT STA 42+00.0 - STA 45+00
4. PLAN & PROFILE SMT STA 45+00 - STA 47+20
5. D1 PIPE POLYETHYLENE INSTALLATION DETAILS
6. MISCELLANEOUS DETAILS

LOCATION MAP FOR MAJOR DR. & IH 10 20" WATER LINE RELOCATION



GENERAL CONSTRUCTION NOTES

1. The contractor shall be fully responsible for any and all damage to existing public or private utility lines, including but not limited to water lines, wastewater collection systems and storm sewer during construction. Contractor to comply with TAC Title 16, Part 1, Chapter 18 including notice to notification center prior to excavation and post-damage notification. All damages shall be repaired in accordance with the utility owner's standard construction practice, at no additional cost.
2. Drawings show information obtained from on ground observation, limited surface survey and existing construction drawings for topographic features, and elevations/location/ nature of pipelines, natural gas lines, underground cables, utilities, etc. However, accuracy of or completeness of such information is not guaranteed. The contractor shall verify all elevations, dimensions and conditions in the field before commencing any work. Changes in horizontal and vertical alignment are to be approved by the engineer. It shall be the contractor's responsibility to report any conflicts or discrepancies to engineer in a timely manner.
3. Contractor shall be responsible for obtaining all other applicable city, county, state and federal permits.
4. Contractor shall be responsible for removal and lawful disposal of all waste material generated during construction. Waste material must be removed from work site and disposed of in such manner as to not damage owner or other persons.
5. The contractor must clean mud, dirt, or debris tracked into existing streets by any vehicle that exits site at the end of each day or at more frequent intervals, if needed. Condition of road and /or right-of-way upon completion of job shall be as good or better prior to starting work.
6. All areas disturbed by construction which are not covered (e.g. buildings, pavement) shall be finished graded after settlement and covered by *hydro mulch*.
7. Any existing facilities disturbed during construction, including but not limited to ditch grade and section, manholes including stack, frame and cover, driveways including pavement, culvert and curbs, fence, plants (e.g. shrubs, trees, flowerbeds) and property corners, shall be restored to its original condition by contractor at no additional cost unless noted on plans and by separate bid proposal item.
8. Contractor shall be responsible for providing required security to protect his own property, equipment and work in progress.
9. The contractor will be responsible to maintain an updated redline "RECORD" set of plans on site for inspection by authorized inspector.
10. Contractor to take necessary precautions to protect root system of shrubs, plants and trees among the area of excavation.
11. Contractor shall comply with OSHA regulations and State of Texas law concerning excavation, trenching and shoring.

GENERAL NOTES FOR WATER

1. Material for waterline construction to be of the type and pressure class noted in the contract specifications. All pipe shall be furnished with joint restraint devices per the specifications.
2. Provide a *minimum* of 4 feet of cover over top of pipe. Install magnetic location tape or 12 gauge tracer wire. 12 gauge wire to be used in all installation in TxDOT right-of-way. Cost to be incidental to cost of pipe.
3. Water line fittings to be ductile iron with mechanical joints and mechanical joint restraint (Megalog or equal). Provide HDPE wrap, lapped at ends, around ductile iron fittings.
4. All waterlines shall be flushed, and disinfected per TCEQ and AWWA Requirements. All waterlines shall be pressure tested prior to being placed into service. Contractor shall coordinate pressure testing with the Owner to allow for testing observation to be performed. Cost to be incidental to the cost of pipe.
5. Contractor shall coordinate a minimum of 48 hours prior to any waterline shut downs to allow Owner to make appropriate plans. Contractor to coordinate all valve closures and operations with Owner.
6. Contractor shall coordinate usage of testing and flushing water with the Owner for installation of test meter, and location for installation. Contractor is responsible for all meter fees and request forms as indicated in the contract documents.

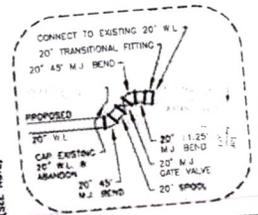
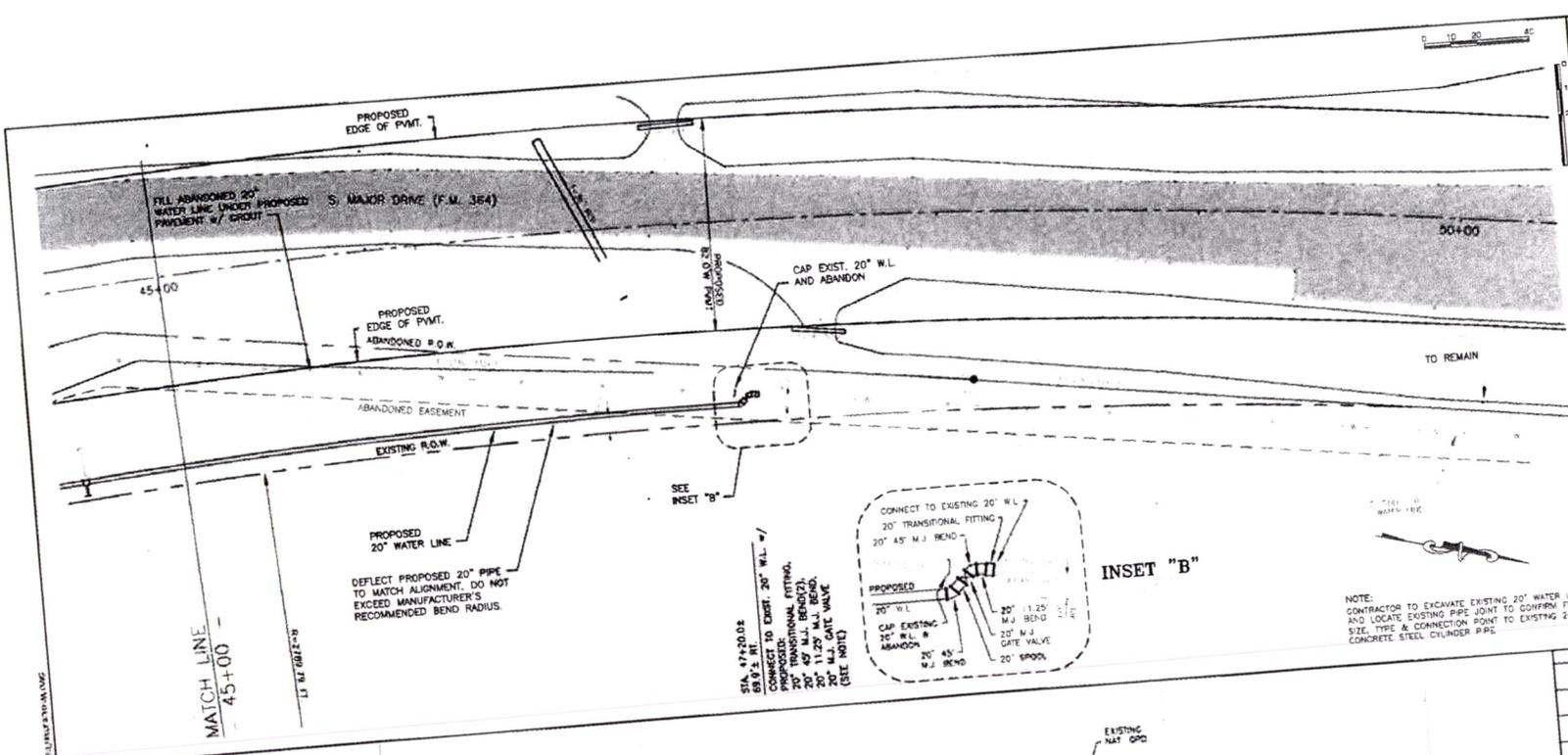
SHUF SCHAUMBURG - POLK
 PROFESSIONAL ENGINEER
 STATE OF TEXAS LICENSE NO. 11000003
 4001 W. UNIVERSITY BLVD., SUITE 1700
 DALLAS, TEXAS 75246

BEAUMONT
 TEXAS

CITY OF BEAUMONT
 MAJOR DR. & WATER LINE
 RELOCATION
 LOCATION MAP



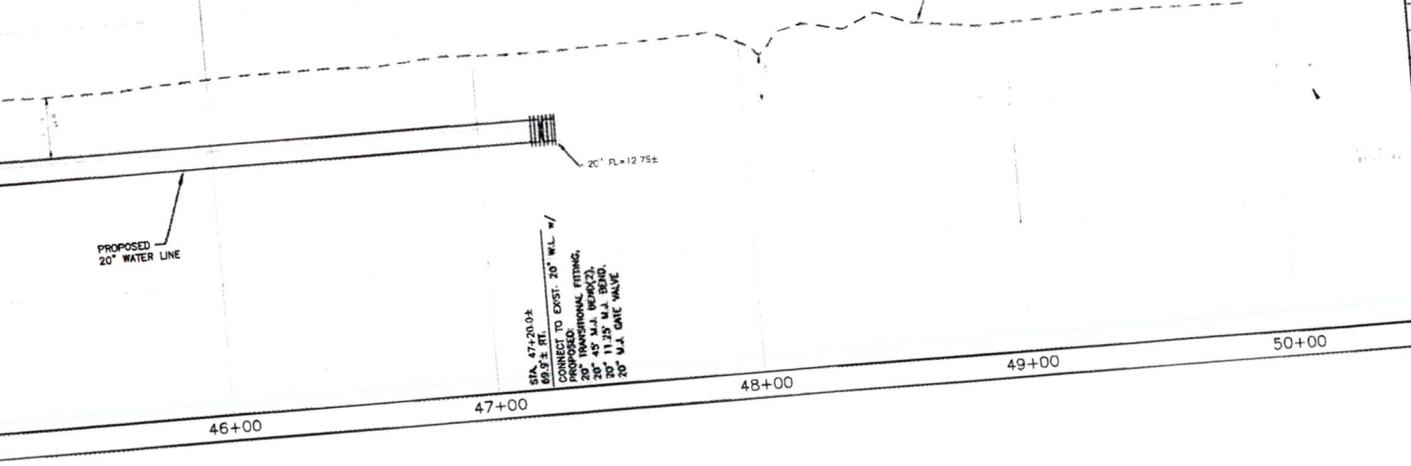
| | |
|-------------|---------------|
| DATE | FEBRUARY 2016 |
| SCALE | N.T.S. |
| DESIGNED BY | T.A.W. |
| CHECKED BY | M.M. |
| DATE | 2 OF 6 |



NOTE:
CONTRACTOR TO EXCAVATE EXISTING 20" WATER LINE AND LOCATE EXISTING PIPE JOINT TO CONFIRM FITTING SIZE, TYPE & CONNECTION POINT TO EXISTING 20" CONCRETE STEEL CYLINDER PIPE.

1. DATE: 1/24/18 - 2. DRAWN BY: J. J. BROWN - 3. CHECKED BY: J. J. BROWN - 4. SCALE: AS SHOWN - 5. PROJECT NO.: 18-000000 - 6. SHEET NO.: 4 OF 6

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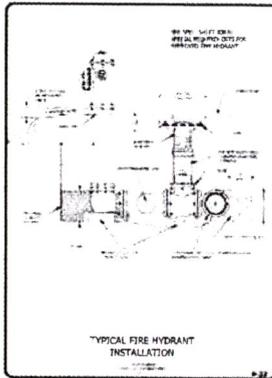
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CITY OF BEAUMONT
MAJOR DRIVE 20" WATER LINE
RELOCATION
PLAN & PROFILE SHEET
STA. 45+00 TO STA. 47+20

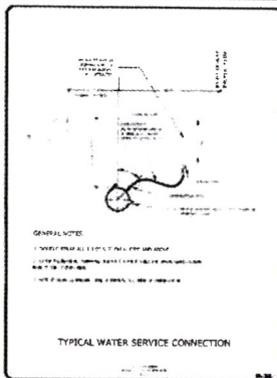
DATE: FEBRUARY 2018
SCALE: AS SHOWN
DESIGNED BY: T.A.W.
CHECKED BY: M.M.
PROJECT NO.: 18-000000

BEAUMONT
ILLINOIS

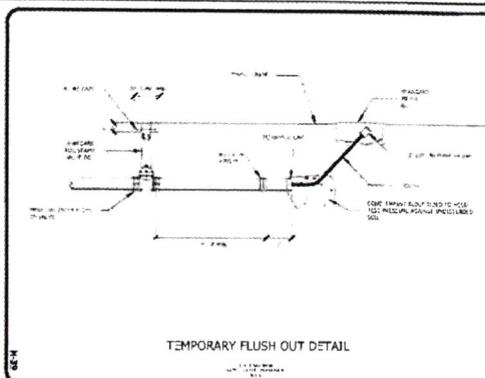
SCHUMBERG POLK
ENGINEERS & ARCHITECTS
1100 S. GARDNER ST., SUITE 100
BEAUMONT, ILLINOIS 62210
(618) 397-1110



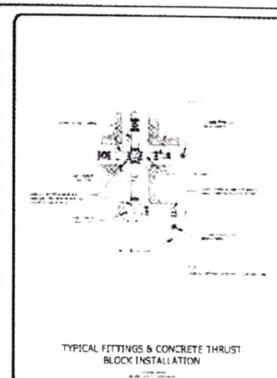
TYPICAL FIRE HYDRANT
INSTALLATION



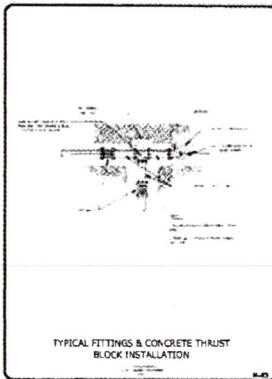
TYPICAL WATER SERVICE CONNECTION



TEMPORARY FLUSH OUT DETAIL



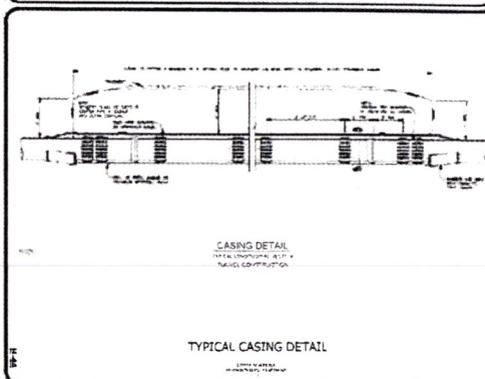
TYPICAL FITTINGS & CONCRETE THRUST
BLOCK INSTALLATION



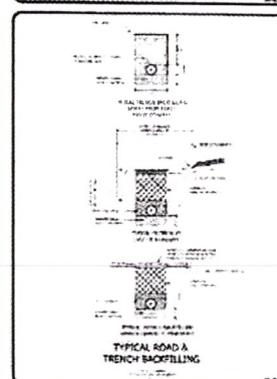
TYPICAL FITTINGS & CONCRETE THRUST
BLOCK INSTALLATION



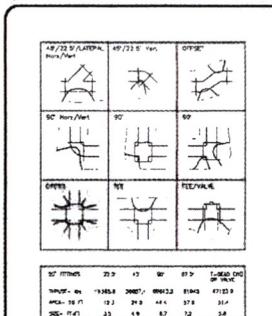
TYPICAL UTILITY
CROSSING



TYPICAL CASING DETAIL



TYPICAL ROAD &
TRENCH BACKFILLING



1. AREAS SHOWN ARE BASED ON SOIL BEARING VALUE OF 1500 PSF AND AN EXISTING PRODUCE OF 100 PSF FOR TYPE C-100 CLASS 150 PIPE

2. CONTRACTOR SHALL VERIFY SOIL BEARING VALUE FOR EXISTING SOIL ENCOUNTERED AT THRUST BLOCK LOCATIONS

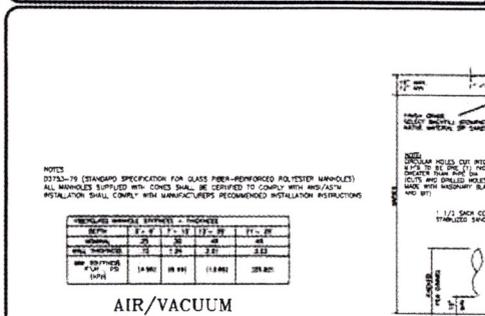
3. THRUST BLOCKS SHALL BE CAST AGAINST UNDISTURBED SOIL USING 170 2000 PSI CONCRETE

4. DO NOT EXPOSE JOINTS BY FITTINGS WITH CONCRETE

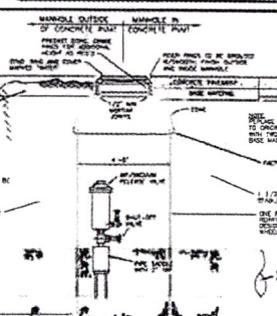
5. ANCHOR BARS WHERE USED SHALL BE COATED WITH COAL TAR EPOXY AND ALL MECHANICAL JOINT BOLTS/NUTS WITH CEMENT SLURRY OR COAL TAR EPOXY

6. UNDERGROUND PIPE CLAMPS IN CONJUNCTION WITH CONCRETE THRUST BLOCKING SHALL BE USED WHERE ENFORCEMENT OF ADJACENT PIPING PREVENTS NORMAL IMPULS BLOCKING METHODS. SUCH CLAMPS SHALL BE AT HIS EXTRA COST TO OWNER

PIPE THRUST BLOCKING



AIR/VACUUM
RELEASE VALVE



TYPICAL ROAD &
TRENCH BACKFILLING

DATE _____

ISSUED FOR _____

NO. _____

WATER & SANITARY SEWER
STANDARD DETAILS

BEAUMONT
TEXAS
ENGINEERING DIVISION
1500 LAKELAND BLVD., SUITE 1000
(409) 886-0000 FAX: (409) 886-1072

REV. 02-2016

SCALE
UNLESS NOTED OTHERWISE

SHEET 4 OF 4

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 Standard Utility Agreement between the City of Beaumont and Texas Department of Transportation (TxDOT), substantially in the form attached hereto as Exhibit "1," for the relocation of approximately four hundred thirty (430) linear feet of twenty inch (20") inch potable waterline including connections to the existing line, valves, fire hydrant, and abandonment of the existing line for Major Drive north of the IH-10 highway improvements project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of March, 2016.

- Mayor Becky Ames -

STANDARD UTILITY AGREEMENT

District: Beaumont
Federal Project No.:
ROW CSJ: 0739-02-159
Highway Project Letting Date: July 2015

U-Number: **14644**
County: Jefferson
Highway: IH 10
From: at
To: FM 364

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Beaumont, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of approximately 430 linear feet of 20" potable water line including connections to existing line, valves, fire hydrant, and abandonment of existing line ; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

EXHIBIT "1"

Initial Date
TxDOT

Initial Date
Utility

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State and Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Beaumont
Name of Utility

By: _____
Authorized Signature

Kyle Hayes
Print or Type Name

Title: City Manger

Date: _____

EXECUTION RECOMMENDED:

Tucker Ferguson, P.E., Beaumont District *

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
_____ **

Date: _____

* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee) .
** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.

Initial Date
TxDOT

Initial Date
Utility

U- 14558
ATTACHMENT "A"

ESTIMATED COSTS

Relocate existing 20" waterline along the eastern right of way of FM 364 (Major Drive) north of IH 10. Waterline relocation will occur from the WB Frontage Road transition approximately 430 ft north along FM 364 (Major Drive) Existing Waterline will be abandoned in place.

City of Beaumont
South Major Drive Utility Relocation
Preliminary Opinion of Probable Construction Costs

| Item | Description | Quantity | Unit | Cost/Unit | Total |
|------|--|----------|------|--------------|--------------|
| 1. | Replace Ex. 20" Waterlines | 430 | LF | \$ 70.00 | \$ 30,100.00 |
| 2. | Connect to Existing Waterlines 20" | 2 | EA | \$ 13,800.00 | \$ 27,600.00 |
| 3. | Abandon Existing Waterline Fill with Grout (400ft) | 33 | CY | \$ 190.00 | \$ 6,270.00 |
| 4. | Remove Ex. Fire Hydrant Assemblies | 1 | EA | \$ 1,130.00 | \$ 1,130.00 |
| 5. | Furnsh & Install Fire Hydrant Assemblies | 1 | EA | \$ 4,580.00 | \$ 4,580.00 |
| 6. | Future 8" Tap | 1 | EA | \$ 5,000.00 | \$ 5,000.00 |
| 6. | 20" Waterline Valves | 2 | EA | \$ 11,750.00 | \$ 23,500.00 |
| 7. | Traffic Control Plan | 1 | LS | \$ 5,750.00 | \$ 5,750.00 |
| 8. | Provide Traffic Control Measures | 90 | Day | \$ 560.00 | \$ 50,400.00 |
| 9. | Trench Safety Systems | 800 | LF | \$ 5.00 | \$ 4,000.00 |

| | |
|---------------------------|----------------------|
| Subtotal | \$ 158,330.00 |
| Mobilization (4%) | \$ 6,400.00 |
| TOTAL CONSTRUCTION | \$ 164,730.00 |

U- 14558
ATTACHMENT "B"

UTILITY ACCOUNTING METHOD

X ACTUAL COST METHOD OF ACCOUNTING

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct or related indirect costs in accordance with a work order accounting procedure prescribed by the Federal or State regulatory body.

OR

LUMP SUM METHOD OF ACCOUNTING

The Utility proposes to request reimbursement based on an agreed Lump Sum amount supported by a detailed cost analysis.

OR

□ ALTERNATIVE METHOD OF ACCOUNTING

With the State's approval, the Utility accumulates costs under an accounting procedure developed by the Utility.

U- 14558
ATTACHMENT "C"

UTILITY'S SCHEDULE OF WORK AND
ESTIMATED DATE OF COMPLETION

1. ESTIMATED DATE TO BEGIN 3/15/16
2. ESTIMATED COMPLETION DATE 6/15/16
3. ESTIMATED NUMBER OF DAYS 90

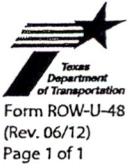
U- 14558
ATTACHMENT "D"

STATEMENT COVERING
CONTRACT WORK

FORM ROW-U-48 IS ATTACHED HERETO

OR

WORK TO BE DONE BY UTILITY FORCES, FORM
ROW-U-48 IS NOT APPLICABLE



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

U-Number: 14644

ROW CSJ Number: 0739-02-159 District: Beaumont
County: Jefferson Highway No.: IH 10
Federal Project No.: _____

I, Kyle Hayes, City Manager, a duly authorized and qualified representative of City of Beaumont, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature

Date

City Manager
Title

U- 14558
ATTACHMENT "E"

UTILITY INSTALLATION REQUEST

TxDOT UIR APPROVAL FORM TO BE INSERTED AFTER
EXECUTION BY TxDOT

Attachment 'F'

Eligibility Ratio

The entirety of the facility is located within existing ROW.

Reimbursement is established at 100% in accordance with Texas Transportation Code, Title 6, Chapter 203, Sub-chapter E, Rule 203.092(a)(1).

U- 14558
ATTACHMENT "G"

BETTERMENT RATIO

1 - NO BETTERMENT ASSOCIATED WITH THIS
ADJUSTMENT

OR

2 - PROVIDE BETTERMENT AS A PERCENTAGE

Attachment "H"

Proof of Property Interest

In accordance with TTC 203.092(a)(1)

Sec. 203.092. REIMBURSEMENT FOR RELOCATION OF UTILITY FACILITIES. (a) A utility shall make a relocation of a utility facility at the expense of this state if relocation of the utility facility is required by improvement of:

(1) a highway in this state established by appropriate authority as part of the National System of Interstate and Defense Highways and the relocation is eligible for federal participation;

Attachment I

(Inclusion in Highway Construction Contract)

In the best interest of both the State and City of Beaumont Water Department the plans and specifications for relocating the 20" water line will be included in the general contract for work on this project located within the ROW of IH 10. The work and payment for the work will be in accordance with negotiated Change Order between the State and Williams Brothers, Inc. The work will be done by the contractor and or his approved subs.

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution accepting payment in the amount of \$296.25 for a paving lien dated May 23, 1931 on property legally described as Arlington Addition, ½ L7 and L8 of Block 21, and waiving interest in the amount of \$1,485.50.

BACKGROUND

In 1931 a paving lien was attached to property legally described as Arlington Addition, ½ L7, L8, L9 & L10 of Block 21. In 1947 lots 9 and 10 were sold. The lien was not discovered at the time of that sale and remains on the two lots. Ira Dell Hunter, now deceased, purchased ½ L7 and L8 in 1979. The paving lien on this property was also not discovered at that time or in the time since her passing in 2013. The lien was recently found as part of a title search related to selling the property.

Principal amount due is \$296.25 and interest accrued since 1931 is \$1,485.50 for a total amount of \$1,781.75.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

2-23-16

has on Property 1695 Euclid
has since 1931

then 2-17-2016 from the time a contract
for sell of house was submitted to Stewart Title Co.

My argument of unfairness do the decedent

is that there was no information sent to the decedent from

that was a finding based on said property from

the city are any other party involved with

such information giving the decedent the

opportunity to make good debt or to make

payments.

The decedent was born in 1933 Lisa Dell Hunter.

the house was bought in 1979/1980s had passed

to her she bought the house. Another 34 years passed

from the time she passed in 3-15-2013 -

A detail of sales passed from the time

she passed in 2013.

I am one of the siblings of the

deceased my name is Dalton Seavey

As do know the house had been sold

since she bought the house in 1979

BEAUMONT

TEXAS

February 17, 2016

Melissa Gutierrez
 Stewart Title
 3050 N Dowlen Road, Ste G
 Beaumont, Texas 77706

Dear Melissa,

Following is the payoff information for the paving lien filed on property described as Lots 8-9-10 & E1/2 of 7, Block 21 of the Arlington Addition to the City of Beaumont. The amount payoff for the prorated portion of the original property being sold, Lot 8 and E1/2 of Lot 7, Block 21 Arlington Addition is \$1,781.75, and the prorated per diem is \$0.05.

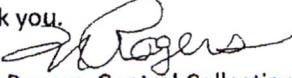
Paving Lien - E F & Georgia Watson
 Euclid
 Arlington Addition, 1/2 L 7, L 8, L9 & L10 of Blk 21

| | | Assessment | Interest | Total |
|----------------|------------|------------|----------|----------|
| Date of lien | 05/23/1931 | 691.25 | 3,466.17 | 4,157.42 |
| Int thru Today | 02/17/2016 | | | |
| # of days | 30,504 | | | |
| Per Diem | 0.11 | | | |

L 9-10 Blk 21 sold 1/29/1947

Prorated portion for 1/2 L7 & L8 Blk 21
 Prorated Per Diem 0.05

1,781.75

Thank you,

 Nada Rogers, Central Collections Supervisor

\$ 296.25 prorated principle
\$ 1485.50 prorated interest

Central Collections
 T 409.880.3772
 F 409.880.3113
 PO Box 3827 | Beaumont, TX 77704
 beaumonttexas.gov

SAM M...

RESOLUTION NO.

WHEREAS, a paving lien, dated May 23, 1931, in the amount of \$1,781.75 represented by \$296.25 in principal and \$1,485.50 in interest, exist against property described as 1695 Euclid, Arlington Addition, ½ L7, L8, L9 & L10 of Block 21; and,

WHEREAS, in 1947, lots L9 and L10, Block 21 were sold and said paving lien was not discovered and cleared at that time; and,

WHEREAS, in 1979, Ira Dell Hunter, deceased, purchased ½ L7 and L8, Block 21 and said paving lien was not discovered and cleared at that time; and,

WHEREAS, Dalton, Senegal, sibling of Ira Dell Hunter, is attempting to sell the property described as 1695 Euclid, Arlington Addition, ½ L7 and L8, Block 21, and the net balance of the pending sale will be greatly diminished by said lien; and,

WHEREAS, the City recommends accepting payment in the amount of \$296.25 for a paving lien on property described as 1695 Euclid, ½ L7 and L8 of Block 21 and waiving interest in the amount of \$1,485.50;

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 lien payoff for 1695 Euclid, Arlington Addition, ½ L7 and L8 of Block 21, be and it is hereby approved in the amount of \$296.25, and interest be and it is hereby waived in the amount of \$1,485.50; and;

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to execute all documents necessary to evidence the release of the paving lien in the amount of \$1,781.75 for the above described property.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of March, 2016.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MARCH 1, 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 1-5/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to enter into a financing agreement with Wells Fargo Bank related to the financing of various equipment and for the construction of a new landfill cell
2. Consider a resolution authorizing the award of a bid to LD Construction of Beaumont for the North Main Street (From Calder Avenue to Pine Street) and Pine Street (From Main Street to Miller Street) Surface Rehabilitation Project
3. Consider a resolution approving the purchase of sodium hydroxide from DXI, Inc. for use by the Water Department
4. Consider a resolution approving the purchase of five defibrillators from Physio-Control, Inc. of Redmond, Washington for use by the EMS Division and the Fire Department
5. Consider a resolution offering support for the proposed Lumberton Senior Village Housing Community, a proposed Housing Tax Credit project located in the city's extraterritorial jurisdiction

WORK SESSION

- * Review and discuss the appointment of members to the Historic Landmark Commission

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:

Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of
Beaumont and Edward Stuart; Cause No. E-197,245

Coriana Hayes v. City of Beaumont; No. A-197,953

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.

March 1, 2016

Consider a resolution authorizing the City Manager to enter into a financing agreement with Wells Fargo Bank related to the financing of various equipment and for the construction of a new landfill cell

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into a financing agreement with Wells Fargo Bank.

BACKGROUND

The FY 2016 Budget included financing the following equipment:

| Equipment | Dept/Div | Amount |
|-------------------------|--------------------|--------------|
| Vactor | Water Utilities | \$ 330,258 |
| Paving Machine | Streets & Drainage | 385,165 |
| Sweeper | Streets & Drainage | 279,999 |
| Refuse Trucks | Solid Waste | 3,548,436 |
| Landfill Cell Expansion | | 1,411,638 |
| Total | | \$ 5,955,496 |

Wells Fargo, N.A., the City’s depository bank, proposed a financing agreement structured in compliance with Texas Local Government Code, Chapter 271, which allows the City to “execute, perform, and make payments under a contract with any person for the use or the purchase or other acquisition of personal property, or financing thereof” and to make payments “from a pledge of all or any part of any revenues, funds, or taxes available to the governmental agency.” The agreement is a five-year term loan with fixed interest rate of 1.8%, secured by a pledge of the net revenues in the Solid Waste Fund, within the limits provided by law. The Payments will be drafted automatically on a monthly basis. In addition, the City may prepay the loan without penalty at any amount at any time. There are no closing fees and the vendor invoices will be paid directly by the bank.

FUNDING SOURCE

The total estimated principal and interest over the five year term is \$6,231,975; interest of \$276,479.23 and principal of \$5,955,496. The debt service will be paid from the following Funds:

Equipment Financing
March 1, 2016
Page 2

| Fund | Percentage | Total Debt Service |
|----------------------|------------|--------------------|
| Water Utilities Fund | 6% | \$ 373,918.50 |
| Capital Reserve Fund | 11% | 685,517.25 |
| Solid Waste Fund | 83% | 5,172,539.25 |
| Total | 100% | \$ 6,231,975.00 |

RECOMMENDATION
Approval of resolution.

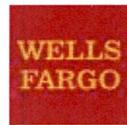
RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute a five (5) year Financing Agreement with Wells Fargo Bank with a fixed interest rate of 1.8% to finance up to \$5,955,496 for equipment and vehicle purchases for the Water Utilities Department, Streets & Drainage Division and Solid Waste Division. 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 1st day of March, 2016.

- Mayor Becky Ames -



February 18, 2016

City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

Summary of Proposed Terms and Conditions

ISSUER: City of Beaumont, Texas (the "City").

PURCHASER: Wells Fargo Bank, National Association (the "Bank").

CREDIT FACILITY: Approximately \$5,955,496 –Financing Agreement, Series 2016 (the "Agreement").

PURPOSE: Proceeds will be used to purchase various equipment and vehicles.

FINAL MATURITY: 5 years

PAYMENT: Monthly, Quarterly or Semi-annual payments of principal and interest.

RATE: 1.80%

****All rates assume Tax-exempt, Non-Bank Qualified status of the Agreement. Terms, conditions, and pricing are subject to change if closing occurs after April 1, 2016 or if it is determined that the Agreement is ineligible for tax-exempt treatment.***

Rates assume a 0.25% discount attributed to the City for selecting payments to be auto-debited by the Bank.

SECURITY: First lien pledge of the Net Revenues of the City's Solid Waste Fund, within the limits prescribed by law.

PREPAYMENT: The Agreement may be prepaid in whole or in part, on any date at par plus accrued interest.

CONDITIONS PRECEDENT TO CLOSING: Usual and customary for transactions of this nature including but not limited to:

- 1) Final credit approval by Bank senior management.
- 2) Automatic draft of the principal and interest payments.
- 3) No material adverse change in the business, assets, operations, condition (financial or otherwise) or prospects of the City, nor in the facts and information regarding the City as represented to date prior to Closing.

- 4) This borrowing is subject to the City being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1986 as amended. The City agrees to cooperate with the Bank in providing evidence as deemed necessary or desirable by the Bank to substantiate the City's and this transaction's tax-exempt status. It is assumed that the transaction will be "non-bank-qualified".
- 5) Executed documentation satisfactory to the City's Bond Counsel and the Bank.
- 6) Opinion of Bond Counsel to the City as to tax exemption
- 7) Other conditions deemed appropriate.

**REPORTING
REQUIREMENTS:**

The City shall provide:

1. CPA audited financial statements within 180 days of fiscal year end.
2. Annual budget provided by the earlier of (i) 30 days after approval or (ii) 30 days prior to the beginning of the new fiscal year.

BANK DOCUMENTS:

Subject to the negotiation, execution and delivery of a Finance Agreement, and other documents, which will contain conditions to borrowings, representations and warranties, covenants, events of default, and other provisions that are customary for similar financings by the Bank, including without limitation those indicated herein.

POSTING ON EMMA:

To maintain transparency with its existing bondholders, the City shall consider posting the documentation on the MSRB's EMMA site following the closing of the transaction, provided that pricing and certain other information contained therein, as directed by the Bank, shall be redacted prior to such posting.

**REPRESENTATIONS
AND WARRANTIES:**

Usual and customary for transactions of this type, to include without limitation: (i) no declaration of bankruptcy within the past 7 years; (ii) documents not violating laws or existing agreements or requiring governmental, regulatory or other approvals; (iii) no material litigation; (iv) compliance with other laws and regulations; (v) no adverse agreements, existing defaults or non-permitted liens; and (vi) financial statements true and correct.

**FINANCIAL
COVENANTS:**

Debt Service Coverage ratio of 1.0 to 1.0 calculated on the Net Revenues of the Solid Waste Fund

DEFAULT RATE:

Prime Rate plus 4.00%.

TRANSFER PROVISIONS:

While the Bank is purchasing the Agreement for its own account without a current intention to transfer the Agreement, the Bank

reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Agreement without the consent of the City.

TAXABLE RATE:

Upon a determination of taxability subsequent to the delivery of the Agreement, the rate on the Agreement will automatically adjust to a rate equal to the current rate on the Agreement multiplied by a Tax-Exempt Factor currently estimated at 1.55. The City shall also pay any other expenses incurred by the Bank as a result of the determination of taxability.

LOAN TREATMENT:

The Bank's purchase of the Agreement is conditioned on its ability to treat the Agreement as a loan for accounting purposes. To achieve this treatment, the following conditions must be met:

1. No rating can be assigned to the Agreement
2. The Agreement must be delivered in physical form
3. The physical Agreement must carry a legend referencing the transfer restrictions
4. The Bank's ability to transfer is limited to certain commercial bank Qualified Institutional Buyers
5. The Agreement must have minimum denominations of not less than \$250,000
6. No placement agent shall be involved in the financing or, if the City requires the involvement of a placement agent, any placement agreement shall be in form and substance satisfactory to the Bank

FEES AND EXPENSES:

Legal fees to prepare and review the documentation will be paid by the Bank.

CONFIDENTIALITY:

This document is confidential and proprietary and shall not be disclosed.

This Summary of Indicative Terms and Conditions is not intended to be, and should not be construed as a commitment to lend, nor should it be construed as an attempt to establish all of the terms and conditions relating to the Credit Facility. It is intended only to be indicative of certain terms and conditions around which credit approval may be sought, and once approved, how the documents might be structured, and not to preclude negotiations within the general scope of these terms and conditions. The documents containing final terms and conditions will be subject to approval by the City and Wells Fargo.

Sincerely,

Monica Medina
Relationship Manager
Government Banking Group
Wells Fargo, Bank, N.A.
10900 Research Blvd., 2nd Floor
Austin, TX 78759

ACKNOWLEDGMENT BY THE CITY OF BEAUMONT, TEXAS

The undersigned hereby confirms its interest in pursuing further discussion of the above preliminary credit proposal.

City of Beaumont, Texas

By: _____ (signature)

Name: _____

Title: _____

Date: _____

As these materials include information related to a bank-purchased bond transaction ("Direct Purchase"), please be advised that Direct Purchase is a product offering of Wells Fargo Bank, N.A. or a subsidiary thereof ("Purchaser") as purchaser / investor. Wells Fargo Securities will not participate in any manner in any Direct Purchase transaction between you and Purchaser, and Wells Fargo employees involved with a Direct Purchase transaction are not acting on behalf of or as representatives of Wells Fargo Securities. Information contained in this document regarding Direct Purchase is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with you in which Purchaser would be acting solely as a principal to purchase securities from you or a conduit issuer, and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity regardless of whether Purchaser or an affiliate has or is currently acting as such on a separate transaction. Additionally, Purchaser, as purchaser / investor, has financial and other interests that differ from your interests. In its capacity as purchaser / investor, Purchaser's sole role would be to purchase securities from you (or the issuer in the case of a conduit transaction). Purchaser will not have any duty or liability to any person or entity in connection with the information provided herein. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.

March 1, 2016

Consider a resolution authorizing the award of a bid to LD Construction of Beaumont for the North Main Street (From Calder Avenue to Pine Street) and Pine Street (From Main Street to Miller Street) Surface Rehabilitation Project



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to LD Construction of Beaumont, Texas in the amount of \$339,189.65 for the North Main Street (From Calder Avenue to Pine Street) and Pine Street (From Main Street to Miller Street) Surface Rehabilitation Project.

BACKGROUND

The sections of North Main Street from Calder Avenue to Pine Street and Pine Street from Main Street to Miller Street are heavily traveled, two (2) lane roadways, that have experienced numerous failures and after continual repair efforts now require resurfacing to extend the life of the roadway.

On Thursday, February 18, 2016, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Four (4) bids were received as follows:

| Contractor | Location | Bid |
|---------------------------|-----------------|--------------|
| LD Construction | Beaumont, Texas | \$339,189.65 |
| APAC | Beaumont, Texas | \$473,730.75 |
| A-1 Construction Services | Houston, Texas | \$499,596.00 |
| ALLCO, Inc. | Beaumont, Texas | \$541,054.00 |

A total of 90 calendar days are allocated for the completion of the project. LD Construction is a Certified MBE/HUB company.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

SECTION 0210
 BID TAB
 PW0116-05

FOR: NORTH MAIN STREET (FROM CALDER AVENUE TO PINE STREET)
 PINE STREET (FROM MAIN STREET TO MILLER STREET)
 SURFACE REHABILITATION PROJECT

CITY OF BEAUMONT, TEXAS

| ITEM NO. | ITEM CODE | DESCRIPTION | ESTIMATED QUANTITY | UNIT | LD CONSTRUCTION | | APAC | | AI CONSTRUCTION SERVICES | | ALLCO | |
|---------------------------|-----------|--|--------------------|------|-----------------|---------------|--------------|---------------|--------------------------|---------------|--------------|---------------|
| | | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 204 | 2003 | SPRINKLING (DUST CONTROL) | 20 | MG | \$ 100.00 | \$ 2,000.00 | \$ 145.00 | \$ 2,900.00 | \$ 100.00 | \$ 2,000.00 | \$ 250.00 | \$ 5,000.00 |
| 340 | 2001 | DENSE GRADED HOT MIX ASPHALT (1-1/2")(TYPE D) | 16420 | SY | \$ 8.00 | \$ 131,360.00 | \$ 9.30 | \$ 152,706.00 | \$ 10.00 | \$ 164,200.00 | \$ 10.25 | \$ 168,305.00 |
| 340 | 2002 | DENSE GRADED HOT MIX ASPHALT (1")(TYPE F) | 970 | TON | \$ 90.00 | \$ 87,300.00 | \$ 115.00 | \$ 111,550.00 | \$ 105.50 | \$ 102,335.00 | \$ 118.30 | \$ 114,751.00 |
| 354 | 2021 | PLANNING AND TEXTURING PAVEMENT (1"-3") | 16420 | SY | \$ 2.00 | \$ 32,840.00 | \$ 3.85 | \$ 63,217.00 | \$ 8.90 | \$ 146,138.00 | \$ 6.60 | \$ 108,372.00 |
| 361 | 2001 | FULL-DEPTH REPAIR OF CONC PAV (ASB) ESTIMATED | 247 | SY | \$ 150.00 | \$ 37,058.40 | \$ 285.00 | \$ 70,395.00 | \$ 145.00 | \$ 35,815.00 | \$ 249.00 | \$ 61,503.00 |
| 500 | 2001 | MOBILIZATION | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 34,000.00 | \$ 34,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 15,014.80 | \$ 15,014.80 |
| 502 | 2001 | BARRICADES, SIGNS, AND TRAFFIC HANDLING | 3 | MON | \$ 2,000.00 | \$ 6,000.00 | \$ 5,700.00 | \$ 17,100.00 | \$ 1.00 | \$ 3.00 | \$ 9,350.00 | \$ 28,050.00 |
| 712 | 2001 | CLEANING AND SEALING JOINTS AND CRACKS (ASPH CONC) | 14105 | LF | \$ 1.25 | \$ 17,631.25 | \$ 1.55 | \$ 21,862.75 | \$ 1.00 | \$ 14,105.00 | \$ 2.84 | \$ 40,058.20 |
| TOTAL CONTRACT BID | | | | | \$ | 339,189.65 | \$ | 473,730.75 | \$ | 499,596.00 | \$ | 541,054.00 |

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the Surface Rehabilitation Project for North Main Street (from Calder Avenue to Pine Street) & Pine Street (from Calder Avenue to Miller Street) to include all labor, materials, equipment and supplies to provide an asphalt overlay of North Main Street (from Calder Avenue to Pine Street) & Pine Street (from Main Street to Miller Street); and,

WHEREAS, LD Construction, of Beaumont, Texas, submitted a bid in the amount of \$339,189.65; and,

WHEREAS, City Council is of the opinion that the bid submitted by LD Construction, 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 LD Construction, of Beaumont, Texas, in the amount of \$339,189.65 for a contract for the Surface Rehabilitation Project for North Main Street (from Calder Avenue to Pine Street) & Pine Street (from Main Street to Miller Street) 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 LD Construction, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of
March, 2016.

- Mayor Becky Ames -

March 1, 2016

Consider a resolution approving the purchase of sodium hydroxide from DXI, Inc. for use by the Water Department

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution approving the purchase of sodium hydroxide from DXI, Inc. in the amount of \$172,375 for use by the Water Department.

BACKGROUND

Sodium hydroxide is used to purify the City's water supply. The Water Utilities Department expects to purchase approximately five hundred (500) dry tons of this material during the term of this contract.

Formal bids were requested from nine (9) vendors for a six (6) month contract to supply sodium hydroxide. Seven (7) bids were received. Low bid of \$172,375 was submitted by DXI, Inc., of Houston. This represents an \$85.25/ton decrease in the price of this material over last contract. DXI, Inc., has previously held this contract. There are no local vendors of this commodity.

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of the resolution.



**City of Beaumont Texas
Purchasing Division Bid Tabulation**

Bid Name: **Six (6) Month contract for Sodium Hydroxide (Caustic Soda)**
 Bid Number: **BF0116-17**
 Bid Opening: **Thursday, February 11, 2016**

Contact Person: **Robert J. Hollar, Buyer II**
rhollar@ci.beaumont.tx.us
 Phone 409-880-3758

| Vendor City / State Phone or Fax No. | | | TDC LLC Houston (800) 422-6274 | | Brenntag SW Houston (713) 330-8570 | | UNIVAR KENT WA (253) 872-5084 | | DXI HOUSTON (281) 457-4848 | |
|--|------------------|----------|--------------------------------------|----------------|--|----------------|-------------------------------------|----------------|----------------------------------|----------------|
| ITEM | DESC | QTY (DT) | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | Sodium Hydroxide | 500 | \$390.00 | \$195,000.00 | \$346.00 | \$173,000.00 | \$415.00 | \$207,500.00 | \$344.75 | \$172,375.00 |
| TOTAL BID | | | | \$195,000.00 | | \$173,000.00 | | \$207,500.00 | | \$172,375.00 |
| MANUFACTURER BID | | | OXY/SHINTECH/AIALL | | AXSIALL/OLIN | | UNIVAR | | FORMOSA | |

| Vendor City / State Phone or Fax No. | | | GSOCHEM,LLC HOUSTON (713) 837-6116 | | KA STEEL DOWNS GROVEW IL (630) 257-3900 | | FSTI, INC DALLAS (512) 278-8800 | |
|--|------------------|----------|--|----------------|---|----------------|---------------------------------------|----------------|
| ITEM | DESC | QTY (DT) | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | Sodium Hydroxide | 500 | \$429.00 | \$214,500.00 | \$451.00 | \$225,500.00 | \$467.00 | \$233,500.00 |
| TOTAL BID | | | | \$214,500.00 | | \$225,500.00 | | \$233,500.00 |
| MANUFACTURER BID | | | MNIVAR | | DOW | | NOT STATED | |

VENDOR SUBMITTED
EXCEPTIONS TO SPEC
BID REJECTED

NO RESPONSE: ALTIVIA, SOUTHERN IONICS, CHEMTEX, GEO

RESOLUTION NO.

WHEREAS, bids were solicited for a six (6) month contract for the purchase of Sodium Hydroxide for use by the Water Department; and,

WHEREAS, DXI, Inc., of Houston, Texas, submitted a bid for an estimated total expenditure of \$172,375 in the unit amounts shown below:

| VENDOR | UNIT PRICE PER DRY TON | ESTIMATED COST 500 DRY TONS |
|--------------------------|------------------------|-----------------------------|
| DXI, Inc. Houston, TX | \$344.75 | \$172,375.00 |

; and,

WHEREAS, City Council is of the opinion that the bid submitted by DXI, Inc., 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 DXI, Inc., of Houston, Texas, for a six (6) month contract for the purchase of Sodium Hydroxide in the unit prices shown above for an estimated total expenditure of \$172,375 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 DXI, Inc. for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of
March, 2016.

- Mayor Becky Ames -

March 1, 2016

Consider a resolution approving the purchase of five defibrillators from Physio-Control, Inc. of Redmond, Washington for use by the EMS Division and the Fire Department

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution approving the purchase of five (5) defibrillators from Physio-Control, Inc. of Redmond, Washington in the amount of \$140,836.74

BACKGROUND

The defibrillators are used by the Emergency Medical Services (EMS) Division and the Fire Department as a complete acute cardiac care response system designed for basic and advanced life support. In order for first responders to provide a quicker response to the patients, EMS and the Fire Department utilize the same type of equipment that is manufactured, warranted, and maintained, by Physio-Control.

Pricing was obtained from Physio-Control as a sole source provider. Three units in EMS and two in the Fire Department will be replaced due to age and wear. Three units will be traded-in at a credit of \$5,000 per unit and two units will be traded-in at a credit of \$3,506.36 per unit toward the cost of the new units.

FUNDING SOURCE

Capital Reserve 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 purchase of five (5) LP15V4 Monitor/Defibrillators for use by Emergency Medical Services (EMS) and the Fire Department from Physio-Control, Inc., of Redmond, Washington, a sole source provider, in the amount of \$140,836.74.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of March, 2016.

- Mayor Becky Ames -

March 1, 2016

Consider a resolution offering support for the proposed Lumberton Senior Village Housing Community, a proposed Housing Tax Credit project located in the city's extraterritorial jurisdiction



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: March 1, 2016

REQUESTED ACTION: Council consider a resolution offering support for the proposed Lumberton Senior Village Housing Community, a proposed Housing Tax Credit (HTC) project located in the city's extraterritorial jurisdiction.

BACKGROUND

Lumberton Senior Village, LTD is requesting support for their application to the Texas Department of Housing and Community Affairs (TDHCA) for use of tax credit funds for the construction of a seventy-six (76) unit housing development at the northwest corner of Mitchell Road and Smith League Road.

According to TDHCA's scoring criteria, outlined in the Qualified Allocation Plan (QAP), projects that receive support from the local governing body would receive a more favorable rating during the evaluation process.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

This item is being recommended by Mayor Pro-Tem Mike Getz and Councilmember Claude Guidroz.

RESOLUTION NO.

WHEREAS, the City Council of the City of Beaumont (the "City") has been apprised of the pending application by Lumberton Senior Village, LTD for tax credits (the "Application") filed for the new construction of Lumberton Senior Village Housing Community (the "Development"), a proposed seventy-six (76) unit affordable rental senior housing development to be located at the northwest corner of Mitchell Road and Smith League Road in the County of Hardin and in the extraterritorial jurisdiction of the City of Beaumont, Texas, a Low Income Housing Tax Credit (LIHTC) project through the Texas Department of Housing and Community Affairs ("TDHCA"); and,

WHEREAS, Lumberton Senior Village, LTD has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2016 Competitive 9% Housing Tax Credits for Lumberton Senior Village Housing Community;

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

SECTION 1. The statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted.

SECTION 2. The City of Beaumont, acting through its governing body, hereby confirms that it supports the proposed Lumberton Senior Village Housing Community located at the northwest corner of Mitchell Road and Smith League Road and that this formal action has been taken to put on record the opinion expressed by the City of Beaumont on March 1, 2016.

SECTION 3. For and on behalf of the Governing Body, Kyle Hayes, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of March, 2016.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss the appointment of members to the Historic Landmark Commission

HISTORIC LANDMARK COMMISSION

LIAISON: Councilmembers Get Wright & Claude F. Guidroz

STAFF LIAISON: Chris Boone

| MEMBER | POSITION | | | INITIAL APPOINTMENT | TERM ENDS | TELEPHONE NUMBER |
|------------------------------------|----------|---------------------------------------|----|------------------------|--------------|---------------------|
| Mayor Historian | 1 | Judy Linsley 725 Third St. | 01 | 09-09-08 | 09-10-15 | 832-1906 |
| Mayor Heritage Soc. | 2 | VACANT | | | | |
| Mayor Planning Comm. | 3 | Marty Craig 195 North 7th | 01 | 04-08-08 | 04-07-16 | 833-9019 |
| Mayor Architect | 4 | Dohn LaBiche 7999 Gladys, Ste. 101 | 06 | 10-30-07 | 10-29-15 | 860-0197 |
| Mayor Attorney | 5 | Jason Cansler 2550 Broadway | 02 | 02-11-14 | 02-10-16 | 813-8113 |
| Mayor Cty. Hist. Comm.Liason | 6 | Ramona Hutchinson 3660 Winged Foot | 07 | 03-17-15 | 01-15-16 | 8308224200 |
| At Large Pate | 7 | Paula Blazek-Chair 2534 Long | 02 | 07-24-07 | ^07-23-17 | 832-3293 |
| At Large Wright | 8 | VACANT | | | | |
| Ward I | 9 | B. Eliot New 2565 Long Ave. | 02 | 09-06-11 | 09-05-15 | 351-1988 |
| Ward II | 10 | Marie Broussard 1185 Ivy Lane | 06 | 09-04-07 | 09-03-15 | 866-5034 |
| Ward III | 11 | Thomas Sigee 2110 Liberty | 01 | 12-06-11 | 12-05-15 | 344-3239 |
| Ward IV | 12 | VACANT | | | 10-19-17 | |

New

Section 2.

THAT Chapter 28, Article 28.02, Section 28.02.007, Subsection 28.02.007(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 28.02.007 Historic landmark commission

(a) Creation of historic landmark commission. For the purpose of recommending historic-cultural landmark preservation designations and districts and for the purpose of approving or making recommendations on the construction, alteration, reconstruction, demolition, or relocation of buildings and structures on sites located within HC-L and HC-D zones, Historic-Cultural Landmark Preservation designation, there is hereby created a historic landmark commission. The historic landmark commission shall be composed and appointed as follows:

- (1) The historic landmark commission shall consist of nine (9) members appointed by the city council, including the following:
 - (A) One member shall be a member of the city planning commission.
 - (B) One member shall be a licensed architect.
 - (C) One member shall be a licensed attorney.
 - (D) One member shall be a professional historian.
 - (E) One member shall be a member of the Beaumont Heritage Society.
 - (F) One member shall be a member of the Jefferson County Historical commission.
 - (G) Three (3) members shall be appointed from the community at large.

All members shall have knowledge and experience of the architectural, archaeological, cultural, social, economic, ethnic and political history of Beaumont.

(2) The members of the historic landmark commission shall be appointed for a term of two (2) years, expiring on September 30 of odd numbered years. Vacancies shall be filled for the remainder of the unexpired term of any member whose place becomes vacant for any cause.

(3) Members of the historic landmark commission shall serve without compensation.

(4) Members of the historic landmark commission shall be subject to removal at the will and pleasure of the City Council.

(5) Operational procedures shall be established by the historic landmark commission as follows:

(A) The historic landmark commission shall adopt rules to govern its proceedings; provided that its rules are not in conflict with this chapter, other ordinances of the city, or laws of the state.

(B) The city council shall select from the membership of the commission a chairman and vice-chairman of the commission.

(C) The director of planning of the city shall serve as secretary for the commission and shall be responsible for taking minutes of the commission's proceedings and filing them in the office of the city clerk.

(D) The historic landmark commission shall meet on a monthly basis at an agreed-upon specified time and place. Special meetings shall be called by the commission chairman or by three (3) commission members.

(E) Five (5) members shall constitute a quorum, and all issued shall be decided by a simple majority vote of the members present and voting.

(F) Notices of commission meetings shall be governed by V.T.C.A. Government Code, chapter 551 (Open Meetings Law), all meetings shall be open to the public, and minutes shall be kept of all commission proceedings.

(G) All historic landmark commission public hearings on applications for certificates of appropriateness for exterior changes and on requests for the approval of demolitions or removals shall be noticed and advertised once by publication in a newspaper stating time, date and place of public hearing thereon at least seven (7) days prior to the date on which the public hearing is held.

Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any

reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 4.

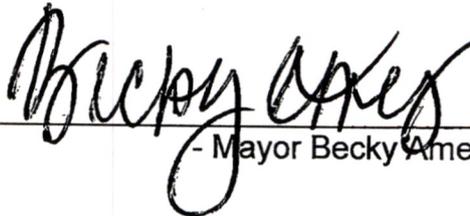
That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 5.

That any person who violates any provision of this ordinance shall, upon conviction, be punished, as provided in Section 1.01.009 of the Code or Ordinance of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of November, 2015.




- Mayor Becky Ames -

Old

007 Historic landmark commission

ion of historic landmark commission. For the purpose of recommending historic-cultural landmark preservation designations and districts and for the purpose of making recommendations on the construction, alteration, reconstruction, demolition, or relocation of buildings and structures on sites located within HC-L and s, Historic-Cultural Landmark Preservation designation, there is hereby created a historic landmark commission. The historic landmark commission shall be and appointed as follows:

(1) The historic landmark commission shall consist of twelve (12) members appointed by the city council, including the following:

- (A) One member shall be a member of the city planning commission.
- (B) One member shall be a licensed architect.
- (C) One member shall be a licensed attorney.
- (D) One member shall be a professional historian.
- (E) One member shall be a member of the Beaumont Heritage Society.
- (F) One member shall be a member of the Jefferson County Historical commission.
- (G) Six (6) members shall be appointed from the community at large.

All members shall have knowledge and experience of the architectural, archaeological, cultural, social, economic, ethnic and political history of Beaumont.

(2) The historic landmark commission shall be appointed by resolution of the city council, and shall serve for a period of two (2) years. Vacancies shall be filled for the remainder of the unexpired term of any member whose place becomes vacant for any cause.

(3) Operational procedures shall be established by the historic landmark commission as follows:

- (A) The historic landmark commission shall adopt rules to govern its proceedings; provided that its rules are not in conflict with this chapter, other ordinances of the city, or laws of the state.
- (B) The city council shall select from the membership of the commission a chairman and vice-chairman of the commission.
- (C) The director of planning of the city shall serve as secretary for the commission and shall be responsible for taking minutes of the commission's proceedings and filing them in the office of the city clerk.
- (D) The historic landmark commission shall meet on a monthly basis at an agreed-upon specified time and place. Special meetings shall be called by the commission chairman or by three (3) commission members.
- (E) Seven (7) members shall constitute a quorum, and all issues shall be decided by a simple majority vote of the members present and voting.
- (F) Any appointed member of the historic landmark commission who fails to attend three (3) regular meetings in succession without notifying the chairman in advance or who does not attend at least fifty (50) percent of the regularly scheduled meetings in a twelve-month period will be considered to have automatically resigned from the commission.
- (G) Notices of commission meetings shall be governed by V.T.C.A., Government Code, chapter 551 (Open Meetings Law), all meetings shall be open to the public, and minutes shall be kept of all commission proceedings.
- (H) All historic landmark commission public hearings on applications for certificates of appropriateness for exterior changes and on requests for the approval of demolitions or removals shall be noticed and advertised once by publication in a newspaper stating time, date and place of public hearing thereon at least seven (7) days prior to the date on which the public hearing is held.

ions of the historic landmark commission. The historic landmark commission shall:

- 1) Thoroughly familiarize itself with buildings, structures, sites, districts, areas, places and lands within the city which may be eligible for designation as historic-cultural landmarks.
- 2) Establish criteria and make recommendations to the planning commission and city council for determining whether certain buildings, structures, sites, districts, areas, places and lands should be awarded an historic-cultural landmark preservation designation or district status.
- 3) Establish guidelines for review, approval or denial of all requests for certificates of appropriateness and certificates of demolition of buildings, structures and sites located in HC-L, Historic-Cultural Landmark Preservation designation or HC-D, Historic-Cultural Landmark Preservation Districts.
- 4) Formulate plans and programs for public and private action for encouraging and promoting the preservation of historic-cultural landmarks.
- 5) Suggest sources of funds for preservation and restoration activities and acquisitions, including federal, state, private, and foundation sources.
- 6) Provide information and counseling to owners of historic-cultural landmarks.

ric-Cultural Landmark Preservation designation. The following procedure shall be followed in establishing an HC-L, Historic-Cultural Landmark Preservation