BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MARCH 15, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – March 1, 2016

* Confirmation of committee appointments

Marc Blieden would be appointed to the Community Development Advisory Committee. The term would commence March 15, 2016 and expire September 30, 2017. (Mayor Pro Tem Mike Getz)

A) Authorize the settlement of the lawsuit styled Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of Beaumont and Edward Stuart; Cause No. E-197,245

B) Authorize the settlement of the lawsuit styled Coriana Hayes v. City of Beaumont; Cause No. A-197,953

C) Authorize the City Manager to execute Change Order No. 1, accept maintenance, and authorize final payment to Bruce's General Construction, Inc. for the Hike & Bike Trail Phase II Project

D) Authorize the City Manager to enter into an agreement with the Texas Department of Agriculture and execute all documents necessary for the city to operate the Summer Food Service Program

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the following appointment be made:

Appointment	Commission	Beginning of Term	Expiration of Term
Marc Blieden	Community Development Advisory Committee	03/15/2016	09/30/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Tyrone E. Cooper, City Attorney
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the settlement of the lawsuit styled Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of Beaumont and Edward Stuart; Cause No. E-197,245.

BACKGROUND
The lawsuit styled Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of Beaumont and Edward Stuart; Cause No. E-197,245, was presented and discussed in Executive Session held on March 1, 2016. The City Attorney is requesting authority to settle this suit in the amount of $86,500.00 payable to Joshua Bean; $67,500 payable to Nancy Hulett; and, $11,000 payable to Elizabeth Alexander.

FUNDING SOURCE
General Liability Fund.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, the lawsuit styled Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of Beaumont and Edward Stuart, Cause No. E-197,245, was discussed in Executive Session properly called and held Tuesday, March 1, 2016; and,

WHEREAS, the City Attorney is requesting authority to settle this lawsuit;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Attorney be, and he is hereby, authorized to settle the lawsuit styled Joshua Bean, Nancy Hulett and Elizabeth Alexander vs. City of Beaumont and Edward Stuart, Cause No. E-197,245 for the sum of Eighty-Six Thousand Five Hundred and 00/100 Dollars ($86,500.00) made payable to Joshua Bean; Sixty-Seven Thousand Five Hundred and 00/100 Dollars ($67,500.00) made payable to Nancy Hulett; and, Eleven Thousand and 00/100 Dollars ($11,000) made payable to Elizabeth Alexander; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the lawsuit.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Tyrone E. Cooper, City Attorney
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the settlement of the lawsuit styled Coriana Hayes v. City of Beaumont; Cause No. A-197,953.

BACKGROUND
The lawsuit styled Coriana Hayes v. City of Beaumont; Cause No. A-197,953, was presented and discussed in Executive Session held on March 1, 2016. The City Attorney is requesting authority to settle this suit in the amount of $6,750.00.

FUNDING SOURCE
General Liability Fund.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, the lawsuit styled Coriana Hayes v. City of Beaumont, Cause No. A-197,953, was discussed in Executive Session properly called and held Tuesday, March 1, 2016; and,

WHEREAS, the City Attorney is requesting authority to settle this lawsuit;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Attorney be, and he is hereby, authorized to settle the lawsuit styled Coriana Hayes v. City of Beaumont, Cause No. A-197,953 for the sum of Six Thousand Seven Hundred Fifty and 00/100 Dollars ($6,750.00); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the lawsuit.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

C

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: March 15, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute Change Order No. 1, accept maintenance, and authorize final payment to Bruce's General Construction, Inc. for the Hike & Bike Trail Phase II Project in the amount of $38,382.13.

BACKGROUND
On September 16, 2014, by Resolution No. 14-198, City Council awarded Bruce's General Construction, Inc. of Beaumont, Texas the contract for the Hike & Bike Trail - Phase II Project in the amount of $727,898.92.

Change Order No. 1 is required to adjust the estimated quantities in the contract to reflect the actual quantities used in the completion of the project. The adjustment in quantities results in an overall increase of $5,543.86 (0.76%) and a final contract value of $733,442.78. The project has been inspected by the Engineering Division and found to be complete in accordance with the provisions and terms set forth in the contract. Acceptance of maintenance, approval of Change Order No. 1, and final payment in the amount of $38,382.13 is recommended.

FUNDING SOURCE
The Federal Highway Administration (FHWA) awarded $661,134.00 for the project. The remaining $72,308.78 is available in the Capital Program.

RECOMMENDATION
Approval of resolution.

CITY OF BEAUMONT

DATE: FEBRUARY 29, 2016
PROJECT: HIKE & BIKE TRAIL - PHASE II (BMTPWENG0664)
OWNER: CITY OF BEAUMONT
CONTRACTOR: BRUCE'S GENERAL CONSTRUCTION, INC.
CHANGE ORDER NO.: 01 (FINAL)

THE FOLLOWING CHANGES IN THE PLANS AND/OR SPECIFICATIONS ARE HEREBY MADE:

Adjust the estimated Bid Quantities to reflect Actual Quantities used in the completion of the project.

ITEM NO.	ITEM CODE	DESC. CODE	DESCRIPTION	Unit	BID QUANTITY	ACTUAL QUANTITY	UNIT PRICE	CHANGE ORDER AMOUNT
100	2002	002	PREPARING RIGHT OF WAY	STA.	75.82	75.8247	$ 90.00	$ 0.42
104	2021		REMOVE CONCRETE CURB	LF	54.00	77.00	$ 20.00	$ 460.00
132	C-2		EMBANKMENT (FINAL)(ORD COMP)(TYPE C-2)	CY	245.00	171.11	$ 45.00	$ (3,325.05)
360	2024	003	CONC PAV (JOINT REINF) (7")	SY	1,156.10	1,227.08	$ 50.00	$ 3,549.00
432	2085		RIPRAP (CONC) (CL B) (6")	CY	20.30	15.16	$ 200.00	$ (1,028.00)
450	B-1		RAILING (INSTALL)	LF	80.00	62.00	$ 25.00	$ (450.00)
530	2010	006	DRIVEWAY (CONC) (6")	SY	143.37	-	$ 50.00	$ (7,168.50)
531	2024		CONC SIDEWALK (10'X5")	SY	8,128.24	8,451.72	$ 54.00	$ 17,467.92
531	2024		CONC SIDEWALK (10'X7")	SY	174.45	133.33	$ 55.50	$ (2,282.16)
531	2024		CONC SIDEWALK (14'X5")	SY	122.28	108.05	$ 55.50	$ (789.77)
1122	2013	001	BALED HAY	EA	5.00	-	$ 10.00	$ (50.00)
1122	2037	001	TEMP SEDIM CONTROL FENCE	LF	626.00	426.00	$ 2.20	$ (440.00)
4381	2001		THERMOPLASTIC PIPE (18") (HDPE)	LF	111.55	81.55	$ 60.00	$ (1,800.00)
4381	2002		THERMOPLASTIC PIPE (24") (HDPE)	LF	44.00	39.00	$ 80.00	$ (400.00)
BMT1	MISC.		EXISTING IRRIGATION CONTROLS RELOCATION	EA	-	1	$ 1,000.00	$ 1,000.00
BMT2	MISC.		EXISTING LANDSCAPING ROCKS RELOCATION	EA	-	1	$ 500.00	$ 500.00
BMT3	MISC.		METROPOLITAN DR. CURB RAMP RELOCATION	EA	-	1	$ 300.00	$ 300.00
				TOTAL AMOUNT ADDED TO THE CONTRACT				$ 5,543.86

NO WORKING DAYS HAVE BEEN ADDED TO THE CONTRACT BY THIS CHANGE ORDER

ORIGINAL CONTRACT AMOUNT:	$ 727,898.92
NET FROM PREVIOUS CHANGE ORDERS:	$ -
TOTAL AMOUNT OF THIS CHANGE ORDER:	$ 5,543.86
PERCENT OF THIS CHANGE ORDER:	0.76%
TOTAL PERCENT CHANGE ORDER TO DATE:	0.76%
NEW CONTRACT AMOUNT:	$ 733,442.78

ACCEPTED BY: _____
BRUCE'S GENERAL CONSTRUCTION, INC.

PREPARED BY: _____
CHACE MANN, PROJECT MANAGER

RECOMMENDED BY: _____
ZHENG TAN, P.E., CITY ENGINEER

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

APPROVED BY: _____
KYLE HAYES, CITY MANAGER

ATTESTED BY: _____
TINA BROUSSARD, CITY CLERK

CITY OF BEAUMONT
MONTHLY PAY ESTIMATE

BPO - 351033

PROJECT NAME :	HIKE & BIKE TRAIL - PHASE II		PROJECT NUMBER :	BMTPWENG0664 CSJ: 0920-38-239	
CONTRACTOR :	BRUCE'S GENERAL CONSTRUCTION, INC.		CONTRACT DATE :	NOVEMBER 10, 2014	
PAY ESTIMATE # :	10		CONTRACT WORKING DAYS :	120	
CONTRACT AMOUNT :	$733,442.78	PERCENT OF TIME USED :	148%	PERCENT OF WORK COMPLETED :	100%
PAY PERIOD :	FINAL PAYMENT	WORKING DAYS USED :	178	CHANGE ORDERS :	1

ITEM NO.	ITEM CODE	DESC. CODE	DESCRIPTION	BID QUANTITY	Unit	PREVIOUS ESTIMATE	CURRENT ESTIMATE	TOTAL ESTIMATE TO DATE	UNIT PRICE	TOTAL AMOUNT
100	2002	002	PREPARING RIGHT OF WAY	75.82	STA.	75.8247	-	75.8247	$ 90.00	$6,824.22
104	2021		REMOVE CONCRETE CURB	54.00	LF	77.00	-	77.00	$ 20.00	$1,540.00
110	2003		EXCAVATION (SPECIAL)	1,443.00	CY	1,443.00	-	1,443.00	$ 45.00	$64,935.00
132	C-1		EMBANKMENT (FINAL)(ORD COMP)(TYPE C-1)	232.00	CY	232.00	-	232.00	$ 45.00	$10,440.00
132	C-2		EMBANKMENT (FINAL)(ORD COMP)(TYPE C-2)	245.00	CY	171.11	-	171.11	$ 45.00	$7,699.95
132	D		EMBANKMENT (FINAL)(ORD COMP)(TYPE D)	521.00	CY	521.00	-	521.00	$ 45.00	$23,445.00
162	2002		BLOCK SODDING	2,442.69	SY	2,442.69	-	2,442.69	$ 4.00	$9,770.76
164	2008	002	BROADCAST SEEDING (PERM)(URBAN)(CLAY)	3.30	AC	3.30	-	3.30	$ 200.00	$660.00
360	2024	003	CONC PAV (JOINT REINF) (7")	1,156.10	SY	1,227.08	-	1,227.08	$ 50.00	$61,354.00
432	2085		RIPRAP (CONC) (CL B) (6")	20.30	CY	15.16	-	15.16	$ 200.00	$3,032.00
450	B-1		RAILING (INSTALL)	80.00	LF	62.00	-	62.00	$ 25.00	$1,550.00
496	2007		REMOV STR (PIPE)	30.22	LF	30.22	-	30.22	$ 10.00	$302.20
496	2018		REMOV STR (CONC RIPRAP)	2.00	EA	2.00	-	2.00	$ 1,200.00	$2,400.00
496	2043		REMOV STR (SMALL FENCE)	26.00	LF	26.00	-	26.00	$ 20.00	$520.00
500	2001	011	MOBILIZATION	1.00	LS	1.00	-	1.00	$ 30,000.00	$30,000.00
530	2010	006	DRIVEWAY (CONC) (6")	143.37	SY	-	-	-	$ 50.00	$0.00
531	2005		CURB RAMPS (TY 1)	1.00	EA	1.00	-	1.00	$ 2,000.00	$2,000.00
531	2024		CONC SIDEWALK (10'X5")	8,128.24	SY	8,451.72	-	8,451.72	$ 54.00	$456,392.88
531	2024		CONC SIDEWALK (10'X7")	174.45	SY	133.33	-	133.33	$ 55.50	$7,399.82
531	2024		CONC SIDEWALK (14'X5")	122.28	SY	108.05	-	108.05	$ 55.50	$5,996.78
550	2001		CHAIN LINK FENCE (INSTALL)(6')	476.00	LF	476.00	-	476.00	$ 20.00	$9,520.00
760	2001		DITCH CLEAN/RESHAPING (FOOT)	5,636.66	LF	5,636.66	-	5,636.66	$ 3.00	$16,909.98
1122	2013	001	BALED HAY	5.00	EA	-	-	-	$ 10.00	$0.00
1122	2037	001	TEMP SEDIM CONTROL FENCE	626.00	LF	426.00	-	426.00	$ 2.20	$937.20
4381	2001		THERMOPLASTIC PIPE (18") (HDPE)	111.55	LF	81.55	-	81.55	$ 60.00	$4,893.00
4381	2002		THERMOPLASTIC PIPE (24") (HDPE)	44.00	LF	39.00	-	39.00	$ 80.00	$3,120.00
BMT1	MISC.		EXISTING IRRIGATION CONTROLS RELOCATION	1.00	EA	-	1.00	1.00	$ 1,000.00	$1,000.00
BMT2	MISC.		EXISTING LANDSCAPING ROCKS RELOCATION	1.00	EA	-	1.00	1.00	$ 500.00	$500.00
BMT3	MISC.		METROPOLITAN DR. CURB RAMP RELOCATION	1.00	EA	-	1.00	1.00	$ 300.00	$300.00

PREPARED BY: _____
CHACE MANN - PROJECT MANAGER

RECOMMENDED BY: _____
ZEHNG TAN, P.E. - CITY ENGINEER

APPROVED BY: _____
DR. JOSEPH MAJDALANI, P.E. - PUBLIC WORKS DIRECTOR

I certify that all work and materials covered by this invoice have been completed and/or delivered in accordance with the Contract Documents.

_____
BRUCE'S GENERAL CONSTRUCTION, INC.

GRAND TOTAL AMOUNT OF WORK DONE :	$733,442.78
LESS PREVIOUS PAY ESTIMATE :	$ 678,260.65
LESS LIQUIDATED DAMAGES ASSESSED: ONE-HUNDRED SIXTY-EIGHT (168) DAYS AT $100.00 PER CALENDAR DAY	$ 16,800.00
AMOUNT DUE THIS ESTIMATE :	$38,382.13

RESOLUTION NO.

WHEREAS, on September 16, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-198 awarding a contract in the amount of $727,898.92 to Bruce's General Construction, Inc., of Beaumont, Texas, for the construction of the Hike & Bike Trail – Phase II Project pending TxDOT's concurrence of the award of the contract to Bruce's General Construction, Inc.; and,

WHEREAS, Change Order No. 1, in the amount of $5,543.86, is required to adjust the estimated quantities in the contract to reflect the actual quantities used in the completion of the project, thereby increasing the total contract amount to $733,442.78; and,

WHEREAS, the project has been inspected by the Engineering Division and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Hike & Bike Trail Phase II Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of $38,382.13 to Bruce's General Construction, Inc., of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Jarmon, Executive Assistant to the City Manager
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to enter into an agreement with the Texas Department of Agriculture and execute all documents necessary for the city to operate the Summer Food Service Program.

BACKGROUND
The Summer Food Service Program is a program administered by the Texas Department of Agriculture and is designed to ensure that children in low-income areas continue to receive nutritious meals during the summer months. The program serves children who are 18 years of age or younger, and meals will be served to children free of charge at one of nine sites identified by the City of Beaumont.

This agreement will allow the City of Beaumont to serve as a "contracting entity" with the Texas Department of Agriculture and gives the city, upon approval by the state, the authority to operate and administer the program.

FUNDING SOURCE
Funding is provided by the Texas Department of Agriculture on a reimbursement basis.

RECOMMENDATION
Approval of resolution.

RETURN TO STATE OFFICE

City of Beaumont
School Food Authority (SFA) Name

Jefferson
County/District# or Program#

Schedule A

- List all requested information for all schools/sites within the SFA in Section I.
- Be sure to use enrollment and total eligible data from the previous October 31. If additional space is necessary, please make a photocopy of this blank form.
- A copy of the completed Schedule A form will be returned to the SFA with the approved application/agreement so that it may be filed as a permanent record.
- Please see "*Instructions for Completing the Schedule A Form*".
- For public and charter schools, the Schedule A will need to be renewed every year online via the Child Nutrition Programs Information Management System (CNPIMS) internet application by an authorized representative.

PLEASE COMPLETE ALL COLUMNS

Column 1	*Column 2*		*Column 3*	*Column 4*		*Column 5*	
Campus Number	Names of Schools/Sites	Enrollment	Total Eligible Free + Reduced	Program Participation			
				NSLP	SBP	Snack	SMP
1	Cathedral of Faith BC Outreach Bldg						
2	Perlstein Park						
3	Northridge Apts.						
4	Pointe North Apts.						
5	Magnolia Park						
6	Alice Keith Park						
7	Sprott Park						
8	Roberts Park						
9	Central Park						
GRAND TOTALS:	No. of schools/sites:						

*The City of Beaumont is a (CE) Contracting Entity, not a (SFA) School Food Authority.

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 Permanent Agreement between the City of Beaumont and the Texas Department of Agriculture, Food and Nutrition Division for the City's administration and financial management of the 2016 Summer Food Service Program. 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 15th day of March, 2016.

_____

- Mayor Becky Ames -

TEXAS DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION DIVISION

PERMANENT AGREEMENT

75-06002
County/District or Uniform Contract Number (UCN)

National School Lunch Program, School Breakfast Program, Summer Food Service Program, Child and Adult Care Food Program and Special Milk Program

The Texas Department of Agriculture, hereinafter referred to as TDA, and City of Beaumont hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

I.
DEFINITIONS

For purposes of this Agreement:

"Contractor" shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

"School nutrition programs" shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

EXHIBIT "A"

II.
PROGRAM DESIGNATION

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

☐ National School Lunch Program including:

- ☐ Afterschool Care Program
- ☐ Seamless Summer Option
- ☐ Fresh Fruit and Vegetable Program

☐ School Breakfast Program

☒ Summer Food Service Program

☐ Child and Adult Care Food Program

- ☐ Adult Day Care Centers
- ☐ Child Care Centers
- ☐ Day Care Homes

☐ Special Milk Program

III.
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):

1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;

2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;

3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;

4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

> Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

a. If such funds, assets, or property are of a value of $100 or more, be fined no more than $25,000 or imprisoned not more than 5 years or both; or,

b. If such funds, assets, or property are of a value of less than $100, be fined not more than $1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;

6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;

7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;

8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;

9. Price the meals as a unit;

10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;

11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;

13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;

14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;

15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;

16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;

17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;

18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;

19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;

20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;

21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;

b. Price the meal supplement as a unit;

c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;

c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;

d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;

e. Claim reimbursement for no more than one meal supplement per child per day;

f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and

g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:

   a. From May through September for children on school vacation;

   b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or

   c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;

2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;

3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;

4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;

5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);

7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;

8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;

9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;

11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;

12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;

13. Have access to facilities necessary for storing, preparing, and serving food;

14. Maintain a financial management system as prescribed by the State agency;

15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);

16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;

17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;

18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and

19. Retain final financial and administrative responsibility for its program.

20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;

2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;

3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;

6. Maintain a financial management system as prescribed by TDA or FNSRO where applicable;

7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;

8. Retain the individual applications for free milk submitted by families for a period of - three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

IV.
TDA CLAIMS PAYMENT

A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.

B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

V.
STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

VI.
IMMIGRATION

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

VII.
CERTIFICATIONS

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

VIII.
TERM AND TERMINATION

A. This Agreement shall take effect on _____ ____, 20____, or upon signature by appropriately authorized representatives of both Parties, whichever is later.

B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:

1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.

3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

IX.
AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

X.
SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

XI.
SIGNATURES

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

CONTRACTOR

City of Beaumont
Name of Contracting Organization
(Please print or type)

By: _____
Signature of the
official who has been authorized to sign
contracts on behalf of the contracting organization.

Kyle Hayes
Name of Official Signing
(Please print or type)

City Manager
Title of Official
(Please print or type)

Date: _____

TEXAS DEPARTMENT OF AGRICULTURE

By: _____
TDA Representative

Date: _____

Revised January 2009

EXHIBIT A
SCHEDULES A-K
(Applicable to NSLP/SBP/SMP only)

Schedule A: Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

Schedule B: School Breakfast Pattern for Traditional Food Based Menu Planning

Schedule C: School Breakfast Pattern for Enhanced Food Based Menu Planning

Schedule D: School Lunch Pattern for Enhanced Food Based Menu Planning

Schedule E: School Lunch Pattern for Traditional Food Based Menu Planning

Schedule F: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

Schedule G: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

Schedule H: Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

Schedule I: Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule J: Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule K: Afterschool Care Program Meal Pattern

RETURN TO STATE OFFICE

City of Beaumont
School Food Authority (SFA) Name

Jefferson
County/District# or Program#

Schedule A

- List all requested information for all schools/sites within the SFA in Section I.
- Be sure to use enrollment and total eligible data from the previous October 31. If additional space is necessary, please make a photocopy of this blank form.
- A copy of the completed Schedule A form will be returned to the SFA with the approved application/agreement so that it may be filed as a permanent record.
- Please see "*Instructions for Completing the Schedule A Form*".
- For public and charter schools, the Schedule A will need to be renewed every year online via the Child Nutrition Programs Information Management System (CNPIMS) internet application by an authorized representative.

PLEASE COMPLETE ALL COLUMNS

Column 1	*Column 2*		*Column 3*	*Column 4*		*Column 5*	
Campus Number	Names of Schools/Sites	Enrollment	Total Eligible Free + Reduced	Program Participation			
				NSLP	SBP	Snack	SMP
1	Cathedral of Faith BC Outreach Bldg						
2	Perlstein Park						
3	Northridge Apts.						
4	Pointe North Apts.						
5	Magnolia Park						
6	Alice Keith Park						
7	Sprott Park						
8	Roberts Park						
9	Central Park						
GRAND TOTALS:	**No. of schools/sites:**						

*The City of Beaumont is a (CE) Contracting Entity, not a (SFA) School Food Authority.

Texas Department of Agriculture
Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

Section I:

Column 1– Campus Number: For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

Column 2– Names of Schools/Sites: Please list the name of each school/site located in your SFA.

Column 3 – Enrollment: Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 4 – Total Eligible: For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 5 – Program Participation: For each school/site listed, please indicate with an "X" which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

Grand Totals – (Last Row): Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

Schedule B

School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup	A juice or fruit or vegetable that is a good source of Vitamin C
Select one serving from each of the following components or two servings from one component:				
Grains/Breads: One of the following or an equivalent combination:				
•Whole-grain or enriched bread	1/2 slice	1/2 slice	1 slice	See *Food Buying Guide for Child Nutrition Programs* for serving sizes.
•Whole-grain or enriched biscuit, roll, muffin, etc.	1/2 serving	1/2 serving	1 serving	
•Whole-grain, enriched or fortified cereal.	1/4 cup or 1/3 ounce	1/3 cup or 1/2 ounce	3/4 cup or 1 ounce	(whichever is less)
Meat/Meat Alternates: One of the following or an equivalent combination:				
•Lean meat, poultry or fish	1/2 ounce	1/2 ounce	1 ounce	No more than 1 ounce of nuts or seeds may be served in any one meal.
**•Alternate protein products (APP)	1/2 ounce	1/2 ounce	1 ounce	
•Cheese	1/2 ounce	1/2 ounce	1 ounce	
•Large egg	1/2 egg	1/2 egg	1/2 egg	
•Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.
•Cooked dry beans/peas	2 Tbsp.	2 Tbsp.	4 Tbsp.	
•Nuts and/or seeds	1/2 ounce	1/2 ounce	1 ounce	
•Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	

**Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

Schedule C

School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
Milk (Fluid): As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup
Select one serving from each of the following components or two from one component:			
Grains/Breads*: One of the following or an equivalent combination:			
Whole-grain or enriched bread	1/2 slice	1/2 slice	1 slice
Whole-grain or enriched biscuit, roll, muffin, etc.	1/2 serving	1/2 serving	1 serving
Whole-grain, enriched or fortified cereal.	1/4 cup or 1/3 ounce	1/3 cup or 1/2 ounce	3/4 cup or 1 ounce (whichever is less)
Meat/Meat Alternates:			
Meat/poultry or fish	1/2 ounce	1/2 ounce	1 ounce
**Alternate Protein Products (APP)	1/2 ounce	1/2 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce
Egg (large)	1/2 egg	1/2 egg	1/2 egg
Peanut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.
Cooked dry beans and peas	2 Tbsp.	2 Tbsp.	4 Tbsp.
Nuts and/or seeds (as listed in program guidance).[1]	1/2 ounce	1/2 ounce	1 ounce
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed.	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup
Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.			

[1]No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

**Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

Schedule D

School Lunch Pattern for Enhanced Food Based Menu Planning

*Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one **age** or **grade** is outside the levels **for the majority of** children.*

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz= 50%	1 oz.= 50%	1 oz.= 50%	3/4 oz.= 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week[1]	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day[1]	8 servings per week—minimum of 1 per day[1]	12 servings per week—minimum of 1 per day[1 2]	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day[1 2]
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

[1] For the purposes of this chart, a week equals five days.

[2] Up to one grains/breads serving per day may be a dessert.

[3] USDA recommends whole milk for children 1-2 years of age.

*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

Schedule E

School Lunch Pattern for Traditional Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

USDA recommends, but does not require, that portions be adjusted by age/grade group to better meet the food and nutritional needs of children according to their ages. If portions are adjusted, Groups I-IV are minimum requirements for the age/grade groups specified. If portions are not adjusted, the Group IV portions are the portions to serve all children.

Food Components	Food Items	Minimum Quantities: Preschool ages 1-2 (Group I)	Minimum Quantities: Preschool ages 3-4 (Group II)	Minimum Quantities: Grades K-3 ages 5-8 (Group III)	Minimum Quantities: Grades 4-12 ages 9 & over (Group IV)	Recommended Quantities: Grades 7-12 ages 12 & over (Group V)	
Meat or Meat Alternate (quantity of the edible portion as served):	A serving of one of the following or a combination to give an equivalent quantity:						
	Alternate Protein Products	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	• Must be served in the main dish or the main dish and only one other menu item.
	Lean meat, poultry or fish	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	
	Cheese	1 oz.	1 1/2 oz.	1 1/2 oz.	2 oz.	3 oz.	
	Large egg(s)	1/2	3/4	3/4	1	1 1/2	
	Cooked dry beans or peas	1/4 cup	3/8 cup	3/8 cup	1/2 cup	3/4 cup	• Alternate protein products [(APP) sometimes referred to as vegetable protein products (VPP)] and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use.
	Peanut butter or other nut or seed butters.	2 Tbsp.	3 Tbsp.	3 Tbsp.	4 Tbsp.	6 Tbsp.	
	Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	12 oz. or 1 1/2 cup	
	Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be com-bined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds= 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 1/2 oz.= 50%	
Vegetables or Fruits	2 or more servings from different sources of vegetables or fruits or both to total:	1/2 cup	1/2 cup	1/2 cup	3/4 cup	3/4 cup	• No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice.
							• Cooked dry beans or peas may be used as a meat alternate or as a veg - etable, but not as both in the same meal.
Grains/ Breads	Servings of grains/breads: Must be enriched or whole grain.	5 per week	8 per week	8 per week	8 per week	10 per week	• Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal.
	A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	minimum of 1/2 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	minimum of 1 serving per day	NOTE: *Food Buying Guide for Child Nutrition Programs* provides the information for the minimum weight of a serving.
Milk (As a beverage)		3/4 cup (6 fl. oz.)*	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	• Serve a variety of milk. *USDA recommends whole milk for children 1-2 years of age.

Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule H

Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool	Grades K-3	Grades 4-12	rades 7-12
Energy Allowances/Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule I

Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1, 2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1, 3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule J

Optional Minimum Nutrient and Calorie Levels for School Breakfasts
Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

[1]*The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."*
[2]*Not to exceed 30 percent over a school week.*
[3]*Less than 10 percent over a school week.*

Schedule K

Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 *Recommended*
Milk, fluid	1/2 cup	1/2 cup	1 cup	*Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.*
Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.	
Yogurt	2 oz./1/4 cup	2 oz./1/4 cup	2 oz./1/4 cup	4 oz./1/2 cup
Egg	1/2	1/2	1/2	1/2
Juice or fruit or vegetable	1/2 cup	1/2 cup	3/4 cup	
Bread and/or cereal: Enriched or whole grain bread or	1/2 slice	1/2 slice	1 slice	
Cereal: Cold dry or cooked cereal grains	1/4 cup/1/3 oz. 1/4 cup	1/3 cup/ 1/2 oz. 1/4 cup	3/4 cup/1 oz. 1/2 cup	

Juice may not be served when milk is served as the only other component.

Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.

EXHIBIT B
CIVIL RIGHTS POLICY COMPLIANCE FOR SCHOOL NUTRITION PROGRAMS (NSLP, SBP and SMP)

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT C
CIVIL RIGHTS POLICY COMPLIANCE FOR CACFP AND SFSP

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT D

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Ryan Slott	Director Parks and Recreation
Name of Authorized Representative	Title
	3/8/16
Signature	Date

Exhibit D (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties Lists System (EPLS).

Exhibit D (Continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Exhibit E (cont.)

_____

_____

_____

Name/Address of Organization

Ryan Slott/Director of Parks and Recreation

Name/Title of Submitting Official

_____ _____

Signature Date

EXHIBIT F
STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved byOMB

0348-0046

1. Type of Federal Action: ___ a. contract ___ b. grant ___ c. cooperative agreement ___ d. loan ___ e. loan guarantee ___ f. loan insurance	2. Status of Federal Action: ___ a. bid/offer/application ___ b. initial award ___ c. post-award	3. Report Type: ___ a. initial offering ___ b. material change For Material Change Only: Year ____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name and Address of Lobbying Entity *(If individual, last name, first name, MI):* (Attach continuation sheet(s) if necessary)	b. Individuals Performing Services *(Incl. Address if different from No. 10a) (last name, first name, MI):*

Exhibit F (Cont.)

11. Amount of Payment *(check all that apply):* $ _____ Actual Planned	13. Type of Payment *(check all that apply):* ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____
12. Form of Payment *(check all that apply):* ____ a. cash ____ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:

(Attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached: ____ Yes ____ No

16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only:
Reproduction of:

Authorized for Local

Standard Form – LLL

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
    (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

Exhibit F (cont.)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit G
Clean Air and Water

(Applicable only if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].

ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].

iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

Exhibit G (cont.)

iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].

v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

a) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.

b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

_____ _____

(Date) Signature of Authorized Representative, Bidder

Exhibit H

Schedule of Applicable Laws

1. Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

2. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

3. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

4. Contractor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit D, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)

5. Contractor has signed the Lobbying Certification, Exhibit E, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit F herein, or will complete and submit as required in accordance with its instructions included in Exhibit F.

6. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), Exhibit G, which is attached herein and is incorporated by reference and made a part of this Contract.

Summer Food Service Program
Viability, Capability and Accountability (VCA) Checklist

The Texas Department of Agriculture (TDA) requires all private nonprofit organizations applying to be sponsors in the Summer Food Service Program (SFSP) with TDA to complete the SFSP Viability, Capability and Accountability (VCA) Checklist.

VCA is a requirement per the SFSP regulations found in 7 Code of Federal Regulations (CFR) Part 225. The term "contracting entity" or "CE" as used in this document refers to a sponsor of the SFSP. The term "Program" as used in this document refers to the SFSP.

Private nonprofit organizations applying to be SFSP sponsors **must** submit all supporting documents required within this checklist. TDA will review the information submitted in this checklist and all supporting documentation to assess whether an organization's financial and administrative viability, capability, and accountability are sufficient to participate in the SFSP as a sponsor.

Instructions:

Read the following document carefully. Answer all questions completely. Add additional pages, as needed. Submit all supporting documentation that is specified in this document. Submit legible copies of supporting documentation, not originals. If you already have a CE ID number from TDA, please put that number on every page of supporting documentation you submit.

It may be helpful to reference the *USDA Administrative Guidance for Sponsors* and FNS Instruction 796-4, Rev. 4, *Financial Management – Summer Food Service Program for Children.*

This checklist is a component of the SFSP application. Submission of this checklist and the required supporting documentation does not guarantee approval.

Section I – Contracting Entity Information

Contracting Entity's Name (Legal name of organization) City of Beaumont
CE ID (if known) 01500

Section II – Organization Background and Eligibility

7 CFR § 225.2 defines a sponsor as "a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, a public or private nonprofit college or university currently participating in the National Youth Sports Program (NYSP), or a private nonprofit organization which develops a special summer or other school vacation program providing food service similar to that made available to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the Program."

I. Check the box which describes the organization and attach the required documentation as stated below:

☐ A private nonprofit college/university currently participating in the National Youth Sports Program (NYSP)

☐ A private nonprofit residential summer camp

☒ Any other type of private nonprofit organization govt/city

☐ A church (as stated in IRS Publication 557, Tax-Exempt Status for Your Organization)

II. Organizations must attach copies of the following documentation:

A. An exemption determination letter from the U.S. Internal Revenue Service, indicating that the organization is exempt pursuant to § 501(c)(3) of the United States Tax Code. (Churches do not need to submit this letter.)
Note: There is no Federal requirement that a church provide documentation of its tax-exempt status. However, TDA may request documentation to verify the tax-exempt status.

B. All that apply:
1. Articles of Incorporation
2. Certificate of Formation
3. Assumed Name Certificate

Section III – Financial Viability & Financial Management

7 CFR § 225.14(d)(6)(iii) requires "if the sponsor is a private nonprofit organization, it must certify that it demonstrates that the organization has adequate management and the fiscal capacity to operate the Program."

USDA FNS Instruction 796-4, Rev. 4, *Financial Management – Summer Food Service Program for Children* states: "Financial management includes such activities as budgeting, accounting, costing standards, management of revenues, management of property, procurement standards, and fiscal audits. Records of these activities must be supported by source documents to accurately and completely disclose the sources and applications of funds."

I. A private nonprofit organization must have adequate financial resources to operate the SFSP on a daily basis, have adequate sources of funds to withstand temporary interruptions in Program payments and/or fiscal claims against the organization, and must be able to document its financial viability.

Submit one of the following:
Note: TDA may request additional documentation as needed to determine financial viability.

A. Audited financial statements performed by a Certified Public Accountant (CPA) in an independent audit conducted within the last two fiscal years; **or**

B. Twelve months of comprehensive financial statements, to include the following:
- **Statement of financial position or statement of net assets** — This shows the assets, liabilities, and net assets of private nonprofit organizations. This report is commonly known as the *balance sheet* in the for-profit world.
- **Statement of activities or statement of changes in net assets** — This reports the revenue, expenses, gains and losses for a private nonprofit. This report is commonly known as the *income statement* in the for-profit world.
- **Statement of cash flows** — This report has three sections – operating activities, investing activities, and financing activities.
- **Twelve months of all bank statements** for all account(s) in the name of the organization

C. *For organizations less than 12 months old* — Provide the following financial documentation:
- **Statement of financial position or statement of net assets** — This shows the assets, liabilities, and net assets of private nonprofit organizations. This report is commonly known as the *balance sheet* in the for-profit world.
- **Statement of activities or statement of changes in net assets** — This reports the revenue, expenses, gains and losses for a private non-profit. This report is also known as the *income statement* in the for-profit world.
- **Comprehensive financial statements and documentation** (i.e., cash flow statements, tax returns) for the amount of time for which the organization has a financial history.
- **Bank statements** for all account(s) in the name of the organization for the amount of time for which the organization has a financial history.

Refer to the Summer Feeding Policy & Handbooks page on www.summerfood.org for USDA FNS Instruction 796-4, Rev. 4, *Financial Management – Summer Food Service Program for Children* and for the current *USDA Administrative Guidance for Sponsors*, which include definitions and explanations of allowable operating costs, allowable administrative costs, and unallowable costs.

II. A private nonprofit organization must have procedures that demonstrate adequate management of financial operations to ensure fiscal integrity and accountability for all program funds.

Attach the organization's written procedures for all items A to B:

Procedures must contain, at minimum, the following information:

1. Step by step instructions for each procedure
2. When the procedure is carried out (e.g., the date, or frequency such as daily, weekly, monthly)
3. Position(s) responsible for performing tasks in the procedure
4. How staff will be trained on the procedure(s)
5. When staff will be trained on the procedure(s)
6. Position(s) responsible for ensuring compliance of the procedure
7. When monitoring/review of the procedure takes place (e.g., daily, weekly, biweekly, monthly)

A. Procedure that ensures the integrity and accountability of all Program expenses, by ensuring Program funds are used for allowable costs and that expenses are supported by source documents (e.g., receipts, invoices).

B. Procedure that ensures all funds or donations received to operate the SFSP are documented and credited to the nonprofit food service account.

III. Describe below the organization's financial management system. Provide a written explanation that contains, at minimum, the following information:

Note: SFSP sponsors using cash as a method of payment will be required to retain thorough and detailed records to support all Program transactions. Failure to retain the documents required by TDA to fully support cash withdrawal transactions may result in adverse actions including meal disallowances and/or declaration of serious deficiency.

A. The current accounting method (e.g., accrual, cash basis, modified) used to track and manage financial information
B. How the accounting method will clearly present information on:
   1. When a Program cost was incurred (i.e., the date)
   2. Where a Program cost was incurred (i.e., the name of business where purchase was made)
   3. What the Program cost was for and in what amount
C. Accounting software used, if applicable
D. Position(s) responsible for developing the budget
E. Position(s) responsible for reviewing and comparing actual expenses against budgeted amount
F. When reviews of actual expenses against budgeted amounts take place (e.g., daily, weekly, biweekly, monthly)
G. Position(s) responsible for amending the budget, as needed

Section IV – Administrative Capability

7 CFR § 225.14(d)(6)(iii) requires that "if the sponsor is a private nonprofit organization, it must certify that it demonstrates that the organization has adequate management and the fiscal capacity to operate the Program."

7 CFR § 225.14(c)(1) states "no applicant sponsor shall be eligible to participate in the Program unless it demonstrates financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites at which it proposes to conduct a food service."

7 CFR § 225.14(d)(3) requires that "sponsors which are private nonprofit organizations will only be approved to administer the Program at sites where they have direct operational control. Operational control means that the sponsor shall be responsible for: managing site staff, including the hiring, terminating and determining conditions of employment for site staff; and exercising management control over Program operations at sites throughout the period of Program participation by performing the functions specified in § 225.15."

Refer to the *USDA Administrative Guidance for Sponsors* on information regarding personnel duties and descriptions of responsibilities.

I. Attach the following documents for all items A to C:

A. Organizational Chart which includes:

1. All positions/titles/board members/officers associated with the Program, including:
   a. All management personnel
   b. All site personnel and the sites they are designated for
   c. All full legal names associated with the positions/titles
   d. If applicable: List "Vacant" if personnel not hired yet. See "Hiring Plan" below.

Note: If the same personnel are designated for multiple sites, you must ensure they can perform their duties at their designated sites during the designated time frame(s).

Note: Your organizational chart must include an adequate number of site personnel to conduct proposed operations at each site.

B. Hiring Plan (Required only for organizations that do not have all personnel hired yet)

1. Plan for hiring all personnel prior to the first day of service (for all positions listed as "Vacant" in the organizational chart)
2. Position(s) responsible for hiring personnel
3. When new personnel will receive training
4. Position(s) responsible for training new personnel

C. Organization's Compensation Policy for Program Personnel

1. Rate of pay for each position in the organizational chart
2. Hours of work, including breaks and meal periods

II. <u>List all board members and officers and their titles below.</u> Provide each member's full legal name, a description of their Program duties, and disclose any relationship to other board members or staff of the organization.

Board Member/Officer Name	Title	SFSP Duties	Relationship to other members or staff of the organization
Kyle Hays	City Manager	Enter Contact/Policy	Chief Executive Officer
Ryan Slott	Director of Parks and Recreation	Manage/Supervise Parks and recreation Budget	Director
Lynn Huckaby	Senior Services Coordinator	Supervise Program	Coordinator
Deborah Queen, PhD	Outreach Coordinator	Administer program , Hire personnel	Administrator
Antonia Leger	Recreation Program Assistant	Assistant to Administrator, Monitor sites, Enter Data	Assistant

III. <u>Describe how the governing board and/or organization's officers will have adequate oversight of the Program</u>.
Note: The by-laws, or a similar document, must grant program oversight responsibility to the governing board/officers.

Attachment VCA Viability Capability Accountability

Section IV Administrative

A. Organizational Chart

Director Parks and Recreation: Ryan Slott

Senior Services Coordinator: Lynn Huckaby

Outreach Coordinator/ Administrator: Deborah Queen, PhD

Recreation Program Assistant: Antonia Leger

Summer Food Site Supervisors: 19 hires

1. Cathedral of Faith – Vacant 2 hires pending
2. Perlstein Park - Vacant 2 hires pending
3. Northridge - Vacant 2 hires pending
4. Point North - Vacant 2 hires pending
5. Magnolia - Vacant 2 hires pending
6. Alice Keith Park - Vacant 2 hires pending
7. Sprott Park - Vacant 2 hires pending
8. Robert Park - Vacant 2 hires pending
9. Central Park - Vacant 2 hires pending

B. Hiring Plan

1. The City of Beaumont uses a modern electronic hiring system called NeoGov. All 19 positions will be posted for hiring in March/April. Dr. Queen will review applicants, submit names to the Human Resources Department for scheduling interviews, interview, select 19 Summer Food Site Supervisors, submit them to drug and background testing, begin city and summer food orientation June 9, complete Texas Department of Agriculture Civil Rights training on June 9, and to have two employees serving vended meals on June 13 at each site.

C. Organization's Compensation Policy for Program Personnel

1. Rate of Pay

Full time Personnel

Ryan Slott –Director, Salaried

Lynn Huckaby- Senior Services, Salaried

Deborah Queen- Outreach Coordinator, Salaried

Part time Personnel

Antonia Leger- Program Assistant, 12.00 hr.

Summer Food Site Supervisors-Temporary 8.00 hr. for each worker

2. Hours of work: Full time Personnel 40 hr a week

Hours of Work: Program Assistant work 29 hrs. per week and the Summer Food Site Supervisors @ work 20 hrs. a week.

II. and III. See attached document page 6.

Section V Program Accountability

City of Beaumont Procedures for items A –E

Part 1 Creation of Records / Documentation

- A. Number of Meals Ordered daily

  The beginning number ordered is set by last year's records. Site supervisors turn in daily records and lunches are adjusted daily with the vender. Day Cares and other group leaders of children are encouraged to call 1 week prior to their adding a large number to one of the park counts.
- B. Records

  Use standard forms provided in TDA materials and training. Staff development on filling forms out occurs during initial training and is critiqued and coached for accuracy at weekly y staff meetings. Site Supervisors are asked to redo and sign new forms if incorrectly done.
- C. Time Reports / Operating Personnel

  Timesheets provided from the website are used, filed, shared with the financial department for payment and filed.
- D. Time Reports/ Administrative Personnel

  Timesheets provided from the website are used, filed, shared with the financial department for payment and filed.
- E. Camp/ Closed Enrolled

  All sites Open Sites

Part II Storage and Record Retention

- A. Retention – 3 years
- B. Organization – We create a binder with key papers. We use a labeled storage box with all the file folders which are used in the office all summer. The binger is often requested by the grants department when they perform their audit or have reason to review the program.
- C. Storage Location-Best Years Senior Center 780 South 4th Street, Beaumont , Tx 77701
- D. How - In the Summer they are housed in the Summer Food Office. At the close of the program the large storage container is moved to a locked storage area in the building. The binder is kept in the Outreach Coordinator's office for easy access and referral.
- E. Authorized Access- Senior Services Coordinator, Outreach Coordinator, Program Assistant, Finance Grants Officer, Purchasing Officer.

Part III Debt

- The City of Beaumont does not participate in the advanced payments program.

Section III-Financial Viability & Financial Management

I. (A) An audit for the fiscal year 2015 will be submitted as it become available.

II. (A) The City of Beaumont's Grants division has a clerk assigned to handle the Summer Food Program. The clerk is assigned with monitoring expenses and revenues received. The expenses are analyzed on a monthly basis to ensure that only allowable costs are applied towards grant. If an unallowable cost(s) is/are found then those costs are removed from the Summer Food Program and charged to the appropriate general fund account. Program staff is notified of the issue and made aware of the unallowable cost(s). More information see Financial Policies and Grant Procedures.

(B) The City of Beaumont has a specific revenue account set up specifically for the Summer Food Program. All reimbursements are deposited to the account specified for the Summer Food Program. A copy of the actual check and receipt are sent to the Grants division for their files. More information see Financial Policies and Grant Procedures.

III. (A)-(G) The City of Beaumont has a separate set of account numbers set up specifically for the Summer Food Program. These account numbers have been set up to track all expenses and revenues received for the Summer Food Program. Account activity listings are ran and analyzed monthly to ensure that program funds have been expended and to provide up to date dollar amounts to the Program Coordinator if needed. The Grants division tracks the expenses on a monthly basis as well as the revenues. If expenses exceed revenues received/reimbursed the excess expenses are then moved to the City of Beaumont's general fund to cover the remaining costs of the Summer Food Program.

(B)-(G) The current accounting method, the system used to track/manage financial-related information, the position responsible for developing and executing the organization's operating budget and the position responsible for developing and executing the organization's administrative budget would require additional information which can be found under Financial Policies on the city's website at http://beaumonttexas.gov/departments/finance/ and click on comprehensive annual financial report.

Section V – Program Accountability

7 CFR § 225.15(b)(3) states that "sponsors shall plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service. The sponsor shall make the adjustments necessary to achieve this objective using the results from its monitoring of sites."

7 CFR § 225.15(c) states that "sponsors shall maintain accurate records which justify all costs and meals claimed. Failure to maintain such records may be grounds for denial of reimbursement for meals served and/or administrative costs claimed during the period covered by the records in question. The sponsor's records shall be available at all times for inspection and audit ... for a period of three years following the date of submission of the final claim for reimbursement for the fiscal year."

7 CFR § 225.6(e)(14) states that "records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved."

7 CFR § 225.12(a) states that "the State agency shall disallow any portion of a claim for reimbursement and recover any payment to a sponsor not properly payable under this part, except as provided for in §225.10(c). State agencies may consider claims for reimbursement not properly payable if a sponsor's records do not justify all costs and meals claimed. However, the State agency shall notify the sponsor of the reasons for any disallowance or demand for repayment."

7 CFR § 225.9(c)(7) states that "upon demand of the State agency, sponsors shall repay any advance Program payments in excess of the amount cited on a valid claim for reimbursement."

I. Attach the organization's procedures for all items A to E.

Procedures must contain, at minimum, the following information:

1. Step by step instructions for each procedure
2. When the procedure is carried out (e.g., the date, or frequency such as daily , weekly, monthly)
3. Position(s) responsible for performing tasks in the procedure
4. How staff will be trained on the procedure(s)
5. When staff will be trained on the procedure(s)
6. Position(s) responsible for ensuring compliance of the procedure
7. When monitoring/review of the procedure takes place (e.g., daily, weekly, biweekly, monthly)

A. **Procedure that ensures the number of meals prepared or ordered during the Program will be adjusted as needed to provide only one meal per child at each meal service.**

B. **Procedure that ensures complete and accurate records of original daily site meal counts are kept in an organized manner.**

C. **Procedure that ensures complete and accurate records of operating personnel time distribution reports are kept in an organized manner.**

D. **Procedure that ensures complete and accurate records of administrative personnel time distribution reports are kept in an organized manner.**

E. ***If organization has camp and/or closed-enrolled sites:* Procedure that ensures complete and accurate records of eligibility forms are kept in an organized manner.**

II. Describe the record retention plan which details how Program records are secured and stored to be available for review when needed. Provide a written explanation that contains, at minimum, the following information:

A. Method to ensure original records are kept for three years after Program year end, or longer, if required
B. Method to ensure original records are organized and available on-site for review when needed
C. Where original records will be stored
D. How original records will be secured
E. Position(s) which have authorized access to original records

III. Describe in detail the organization's plan to repay any debt owed to TDA. Provide a written plan that contains, at minimum, the following information:
Note: Debt owed to TDA can occur due to organizations receiving advance payments greater than their reimbursement claims and/or TDA's recoupment of funds.

Note: Unpaid debts are turned over to the Texas Attorney General's office for collection.

A. Step by step plan for repaying debt owed to TDA
B. Position(s) responsible for repaying debt owed to TDA
C. Funds to be used to in order to repay debt owed to TDA. *Note: Funds from other USDA Child Nutrition Programs cannot be used for repayment of debt or unallowable costs.*

Section VI – Certification

I certify under penalty of perjury that the information submitted on this form and all information submitted on supporting documentation is true and correct. I further attest that I will promptly report to the Texas Department of Agriculture any substantive changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. I understand that the Texas Department of Agriculture may verify information submitted here and may ask for additional information. **I understand that the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.**

Signature of Authorized Representative

Date 3/8/16

Ryan Slott

Printed Name of Authorized Representative

Director of Parks & Rec.

Title

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MARCH 15, 2016 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 1-8/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider amending Chapter 28 of the Zoning Ordinance, specifically, Section 28.02.007 – Historic landmark commission

2. Consider a resolution authorizing the award of a bid to BDS Construction, LLC dba MK Constructors of Vidor for the Avenue A Rehabilitation of the Existing Sanitary Sewer and Water Lines Project

3. Consider a resolution authorizing the City Manager to execute Change Order No. 1, accept maintenance and authorize final payment to N & T Construction Company, Inc. for the Beaumont Public Health Facility Project

4. Consider a resolution authorizing the City Manager to accept maintenance and authorize final payment to N & T Construction Company Inc., for Fire Station No. 11

5. Consider an ordinance authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in the year 2016

6. Consider a resolution authorizing the City Manager to execute an amendment to the economic development agreements with Pate Development of Wichita, Kansas and their related partners pertaining to a proposed hotel and waterpark development to be located at Ford Park

7. Consider an appeal of the Historic Landmark Commission's decision to deny the elimination of six windows from a house at 2628 North Street

8. Consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 15 to 14 and increasing the number of Grade I (Officer) positions from 196 to 197 in the Beaumont Police Department

PUBLIC HEARING

* Receive comments on the Public Services and Public Facilities and Improvements line items of the Consolidated Grant Program's 2016 Annual Action Plan

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:

  Kelly Wheaton vs. The City of Beaumont and Joseph Edward Stuart; Cause No. 128080

  United States of America vs. City of Beaumont, Texas; Civil Action No. 1:15CV201

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.

1

March 15, 2016

Consider amending Chapter 28 of the Zoning Ordinance, specifically, Section 28.02.007 – Historic landmark commission

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Jarmon, Executive Assistant to the City Manager
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider amending Chapter 28 of the Zoning Ordinance, specifically, Section 28.02.007 – Historic landmark commission.

BACKGROUND
On November 10, 2015 the City Council amended Chapter 28 of the Zoning Ordinance, specifically as it relates to the Historic landmark commission.

With that ordinance, the City Council approved three changes:

- The number of members was reduced from twelve (12) to nine (9)
- The number of community at large appointments was reduced from six (6) to three (3).
- A quorum was reduced from seven (7) to five (5) members.

The ordinance under consideration today will reverse those three changes by bringing the total membership back to twelve (12) members, bringing the community at large appointments back to six (6), and bringing a quorum back to seven (7) members.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of ordinance.

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 twelve (12) ~~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) Six (6) ~~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) Seven (7) ~~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.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28, ARTICLE 28.02, SECTION 28.02.007, SUBSECTIONS 28.02.007(a)(1) and 28.02.007(a)(5)(E) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS TO MAKE CHANGES RELATING TO THE MEMBERS OF THE HISTORIC LANDMARK COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

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 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.

Section 2.

THAT Chapter 28, Article 28.02, Section 28.02.007, Subsection 28.02.007(a)(5)(E) 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

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

(E) Seven (7) members shall constitute a quorum, and all issued shall be decided by a simple majority vote of the members present and voting.

Section 3.

That if any section, subsection, sentence, clause of 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 15th day of March, 2016.

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- Mayor Becky Ames -

March 15, 2016

Consider a resolution authorizing the award of a bid to BDS Construction, LLC dba MK Constructors of Vidor for the Avenue A Rehabilitation of the Existing Sanitary Sewer and Water Lines Project

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: March 15, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to BDS Construction, LLC dba MK Constructors of Vidor, Texas in the amount of $864,693.00 for the Avenue A Rehabilitation of the Existing Sanitary Sewer and Water Lines Project.

BACKGROUND

The project will replace the water and sewer lines on Avenue A from the Cardinal Drive frontage road to Elgie Street. These lines have exceeded their design life expectancy and now require replacement.

On Thursday, February 25, 2016, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Five (5) bids were received as follows:

Contractor	Location	Bid
Texas Pride Utilities, LLC	Houston, Texas	$779,719.00
Horseshoe Construction, Inc.	Pasadena, Texas	$793,871.00
MK Constructors	Vidor, Texas	$864,693.00
ALLCO, Inc.	Beaumont, Texas	$923,356.00
Brystar Contracting, Inc.	Beaumont, Texas	$1,242,880.00

The City's standard specifications require a general contractor to submit a responsive bid in which all of the requirements of the invitation to bid are fulfilled without exception or deviation. The apparent low bidder and second lowest bidder did not submit a complete bid per the bidder's instructions. Therefore, the apparent low bid and apparent 2nd lowest bid have been rejected due to noncompliance with bid specifications. Administration recommends awarding the contract to the third lowest bidder, BDS Construction, LLC dba MK Constructors. BDS Construction, LLC dba MK Contractors, did not provide MBE participation.

A total of 120 calendar days are allocated for the completion of the project.

FUNDING SOURCE
Capital Program.

RECOMMENDATION
Approval of resolution.

BID TABULATION

Avenue A Utility Rehabilitation of the Existing Sanitary Sewer and Water Lines

BID OPENING DATE: Thursday, February 25, 2016

The Bid Proposals submitted have been reviewed and to the best of my knowledge this is an accurate tabulation of the bids received.

Amalia Villarreal 2-29-2016

By: Amalia Villarreal, PE, Water Utilities Engineer Date: 2/29/2016

ITEM NUMBER	QUANTITY	DESCRIPTION	Texas Pride Utilities, LLC HOUSTON, TX LUIS GUERRA		Horseshoe Construction, Inc. PASADENA, TX JAMES R. HOLT		MK Constructors VIDOR, TX MICHAEL BROWN		Allco BEAUMONT, TX T.W. HARRISON		Brystar Contracting BEAUMONT, TX BRYAN PHELPS	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		WATER LINE ITEMS										
ITEM NO. 1	1	Mobilization	$ 50,000.00	$ 50,000.00	$ 20,000.00	$ 20,000.00	$ 24,000.00	$ 24,000.00	$ 27,000.00	$ 27,000.00	$ 30,000.00	$ 30,000.00
ITEM NO. 2	12	Furnish & Install Fire Hydrant Assembly	$ 3,800.00	$ 45,600.00	$ 6,000.00	$ 72,000.00	$ 4,900.00	$ 58,800.00	$ 4,745.00	$ 56,940.00	$ 5,500.00	$ 66,000.00
ITEM NO. 3	12	2" HDPE Water Line	$ 50.00	$ 600.00	$ 50.00	$ 600.00	$ 50.00	$ 600.00	$ 30.00	$ 360.00	$ 60.00	$ 720.00
ITEM NO. 4	4	2-1/4" HDPE Water Line	$ 50.00	$ 200.00	$ 200.00	$ 800.00	$ 50.00	$ 200.00	$ 33.00	$ 132.00	$ 60.00	$ 240.00
ITEM NO. 5	6	4" HDPE or PVC Water Line	$ 50.00	$ 300.00	$ 100.00	$ 600.00	$ 55.00	$ 330.00	$ 35.00	$ 210.00	$ 60.00	$ 360.00
ITEM NO. 6	32	6" HDPE or PVC Water Line	$ 50.00	$ 1,600.00	$ 100.00	$ 3,200.00	$ 58.00	$ 1,856.00	$ 38.00	$ 1,216.00	$ 100.00	$ 3,200.00
ITEM NO. 7	8,164	8" HDPE or PVC Water Line	$ 43.00	$ 351,052.00	$ 43.00	$ 351,052.00	$ 43.00	$ 351,052.00	$ 55.00	$ 449,020.00	$ 84.00	$ 685,776.00
ITEM NO. 8	190	12" HDPE or PVC Water Line	$ 55.00	$ 10,450.00	$ 95.00	$ 18,050.00	$ 65.00	$ 12,350.00	$ 75.00	$ 14,250.00	$ 140.00	$ 26,600.00
ITEM NO. 9	1	12" x 8" MJ Cross	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 1,190.00	$ 1,190.00	$ 850.00	$ 850.00	$ 1,400.00	$ 1,400.00
ITEM NO. 10	2	8" MJ Cross	$ 350.00	$ 700.00	$ 1,000.00	$ 2,000.00	$ 900.00	$ 1,800.00	$ 650.00	$ 1,300.00	$ 950.00	$ 1,900.00
ITEM NO. 11	7	8" MJ Tee	$ 350.00	$ 2,450.00	$ 1,200.00	$ 8,400.00	$ 625.00	$ 4,375.00	$ 550.00	$ 3,850.00	$ 480.00	$ 3,360.00
ITEM NO. 12	1	12" MJ Tee	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 800.00	$ 800.00	$ 920.00	$ 920.00
ITEM NO. 13	1	12" x 8" MJ Tee	$ 350.00	$ 350.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 780.00	$ 780.00
ITEM NO. 14	1	8" x 6" MJ Reducing Tee	$ 350.00	$ 350.00	$ 1,200.00	$ 1,200.00	$ 500.00	$ 500.00	$ 525.00	$ 525.00	$ 440.00	$ 440.00
ITEM NO. 15	4	8" x 8" 45-deg MJ Tee	$ 350.00	$ 1,400.00	$ 1,200.00	$ 4,800.00	$ 800.00	$ 3,200.00	$ 550.00	$ 2,200.00	$ 650.00	$ 2,600.00
ITEM NO. 16	3	8" MJ 90-deg Bend	$ 350.00	$ 1,050.00	$ 1,600.00	$ 4,800.00	$ 600.00	$ 1,800.00	$ 350.00	$ 1,050.00	$ 400.00	$ 1,200.00
ITEM NO. 17	9	8" MJ 45-deg Bend	$ 350.00	$ 3,150.00	$ 450.00	$ 4,050.00	$ 550.00	$ 4,950.00	$ 325.00	$ 2,925.00	$ 650.00	$ 5,850.00
ITEM NO. 18	1	8" MJ 30-deg Bend	$ 350.00	$ 350.00	$ 600.00	$ 600.00	$ 550.00	$ 550.00	$ 325.00	$ 325.00	$ 500.00	$ 500.00
ITEM NO. 19	1	12" MJ 45-deg Bend	$ 350.00	$ 350.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00	$ 600.00	$ 600.00	$ 850.00	$ 850.00
ITEM NO. 20	1	12" x 8" Reducer	$ 350.00	$ 350.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 450.00	$ 450.00
ITEM NO. 21	4	8" x 4" Reducer	$ 350.00	$ 1,400.00	$ 410.00	$ 1,640.00	$ 425.00	$ 1,700.00	$ 275.00	$ 1,100.00	$ 260.00	$ 1,040.00
ITEM NO. 22	5	8" x 6" Reducer	$ 350.00	$ 1,750.00	$ 300.00	$ 1,500.00	$ 425.00	$ 2,125.00	$ 275.00	$ 1,375.00	$ 280.00	$ 1,400.00
ITEM NO. 23	1	4" x 2-1/4" Reducer	$ 350.00	$ 350.00	$ 150.00	$ 150.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
ITEM NO. 24	3	4" x 2" Reducer	$ 350.00	$ 1,050.00	$ 150.00	$ 450.00	$ 400.00	$ 1,200.00	$ 200.00	$ 600.00	$ 220.00	$ 660.00
ITEM NO. 25	3	2" MJ solid sleeve or Hi-Max Coupling	$ 350.00	$ 1,050.00	$ 160.00	$ 480.00	$ 425.00	$ 1,275.00	$ 700.00	$ 2,100.00	$ 210.00	$ 630.00
ITEM NO. 26	1	2-1/4" MJ solid sleeve or Hi-Max Coupling	$ 350.00	$ 350.00	$ 160.00	$ 160.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 260.00	$ 260.00
ITEM NO. 27	4	6" MJ Solid Sleeve	$ 350.00	$ 1,400.00	$ 280.00	$ 1,120.00	$ 425.00	$ 1,700.00	$ 1,450.00	$ 5,800.00	$ 240.00	$ 960.00
ITEM NO. 28	4	8" MJ Solid Sleeve	$ 350.00	$ 1,400.00	$ 220.00	$ 880.00	$ 500.00	$ 2,000.00	$ 1,500.00	$ 6,000.00	$ 320.00	$ 1,280.00
ITEM NO. 29	4	12" MJ Solid Sleeve	$ 350.00	$ 1,400.00	$ 640.00	$ 2,560.00	$ 800.00	$ 3,200.00	$ 2,800.00	$ 11,200.00	$ 520.00	$ 2,080.00
ITEM NO. 30	40	Replace 1" long side water service connection	$ 950.00	$ 38,000.00	$ 550.00	$ 22,000.00	$ 1,150.00	$ 46,000.00	$ 650.00	$ 26,000.00	$ 1,000.00	$ 40,000.00
ITEM NO. 31	26	Replace 1" short side water service connection	$ 650.00	$ 16,900.00	$ 500.00	$ 13,000.00	$ 800.00	$ 20,800.00	$ 450.00	$ 11,700.00	$ 800.00	$ 20,800.00
ITEM NO. 32	66	Furnish & Install Meter Box	$ 350.00	$ 23,100.00	$ 150.00	$ 9,900.00	$ 150.00	$ 9,900.00	$ 150.00	$ 9,900.00	$ 250.00	$ 16,500.00
ITEM NO. 33	3	2" Gate Valve & Valve Box	$ 800.00	$ 2,400.00	$ 1,500.00	$ 4,500.00	$ 700.00	$ 2,100.00	$ 600.00	$ 1,800.00	$ 560.00	$ 1,680.00

STATE OF TEXAS
AMALIA VILLARREAL
90340
LICENSED
PROFESSIONAL ENGINEER

BID TABULATION

Avenue A Utility Rehabilitation of the Existing Sanitary Sewer and Water Lines

BID OPENING DATE: Thursday, February 25, 2016

ITEM NUMBER	QUANTITY	DESCRIPTION	Texas Pride Utilities, LLC HOUSTON, TX LUIS GUERRA		Horseshoe Construction, Inc. PASADENA, TX JAMES R. HOLT		MK Constructors VIDOR, TX MICHAEL BROWN		Allco BEAUMONT, TX T.W. HARRISON		Brystar Contracting BEAUMONT, TX BRYAN PHELPS	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
ITEM NO. 34	1	2-1/4" Gate Valve & Valve Box	$ 800.00	$ 800.00	$ 1,700.00	$ 1,700.00	$ 750.00	$ 750.00	$ 625.00	$ 625.00	$ 680.00	$ 680.00
ITEM NO. 35	5	6" Gate Valve & Valve Box	$ 1,500.00	$ 7,500.00	$ 2,500.00	$ 12,500.00	$ 1,000.00	$ 5,000.00	$ 1,025.00	$ 5,125.00	$ 950.00	$ 4,750.00
ITEM NO. 36	30	8" Gate Valve & Valve Box	$ 1,800.00	$ 54,000.00	$ 2,100.00	$ 63,000.00	$ 1,400.00	$ 42,000.00	$ 1,300.00	$ 39,000.00	$ 1,320.00	$ 39,600.00
ITEM NO. 37	6	12" Gate Valve & Valve Box	$ 2,500.00	$ 15,000.00	$ 4,000.00	$ 24,000.00	$ 2,400.00	$ 14,400.00	$ 2,275.00	$ 13,650.00	$ 2,500.00	$ 15,000.00
		SANITARY SEWER ITEMS										$ -
ITEM NO. 38	9	Remove & Replace 4' Dia MH, <12' Depth	$ 3,400.00	$ 30,600.00	$ 5,000.00	$ 45,000.00	$ 7,600.00	$ 68,400.00	$ 3,000.00	$ 27,000.00	$ 7,300.00	$ 65,700.00
ITEM NO. 39	1	Furnish & Install MH, <12' Depth	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00	$ 2,450.00	$ 2,450.00	$ 6,000.00	$ 6,000.00
ITEM NO. 40	1	Abandon Existing MH, <12' Depth	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,800.00	$ 1,800.00
ITEM NO. 41	443	6" HDPE by Pipe Bursting or Open Cut	$ 26.00	$ 11,518.00	$ 30.00	$ 13,290.00	$ 100.00	$ 44,300.00	$ 82.00	$ 36,326.00	$ 80.00	$ 35,440.00
ITEM NO. 42	1,435	8" HDPE by Pipe Bursting or Open Cut	$ 29.00	$ 41,615.00	$ 33.00	$ 47,355.00	$ 57.00	$ 81,795.00	$ 84.00	$ 120,540.00	$ 70.00	$ 100,450.00
ITEM NO. 43	6	Replace 4" Short Side Service Connection	$ 650.00	$ 3,900.00	$ 500.00	$ 3,000.00	$ 500.00	$ 3,000.00	$ 475.00	$ 2,850.00	$ 950.00	$ 5,700.00
ITEM NO. 44	2	Replace 4" Long Side Service Connection	$ 1,200.00	$ 2,400.00	$ 600.00	$ 1,200.00	$ 1,800.00	$ 3,600.00	$ 1,000.00	$ 2,000.00	$ 2,850.00	$ 5,700.00
ITEM NO. 45	8	Televise Existing Sanitary Sewer Service Lines	$ 500.00	$ 4,000.00	$ 700.00	$ 5,600.00	$ 350.00	$ 2,800.00	$ 500.00	$ 4,000.00	$ 300.00	$ 2,400.00
ITEM NO. 46	1,878	Clean & TV 6" & 8" Newly Installed Lines	$ 3.00	$ 5,634.00	$ 3.00	$ 5,634.00	$ 2.50	$ 4,695.00	$ 4.00	$ 7,512.00	$ 8.00	$ 15,024.00
ITEM NO. 47	5	Point Repairs & Obstruction Removals, <10'	$ 1,800.00	$ 9,000.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 12,500.00	$ 3,300.00	$ 16,500.00	$ 4,500.00	$ 22,500.00
ITEM NO. 48	1	Trench Safety System	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
ITEM NO. 49	1	Trench Safety Plan	$ 20,000.00	$ 20,000.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
		WATER QUANTITIES TOTAL		$ 638,852.00		$ 657,792.00		$ 626,603.00		$ 701,678.00		$ 980,666.00
		SEWER QUANTITIES TOTAL		$ 140,867.00		$ 136,079.00		$ 238,090.00		$ 221,678.00		$ 262,214.00
TOTAL			$779,719.00		$793,871.00		$864,693.00		$923,356.00		$1,242,880.00	

Acknowledge Addenda 1	Yes	No	Yes	Yes	Yes
Bid Summary	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Corporate Resolution	Yes	Yes	Yes	Yes	Yes
Information Required of Bidder	Yes	Yes	Yes	No	Yes
Provision on Conflict of Interest	No	No	Yes	Yes	Yes
Conflict of Interest Questionnaire	No	No	Yes	Yes	Yes
Minority Business Utilization Commitment	No	No	No	Yes	Yes
Schedule C (MBE Participation)	No	No	No	Yes	Yes
Insurance Verification Affidavit	No	No	Yes	Yes	Yes
Mobilization Not to Exceed 3% of Bid	No	Yes	Yes	Yes	Yes
Electronic Copy Enclosed with Bid	No	Yes	Yes	Yes	Yes

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the Avenue A Rehabilitation of the Existing Sanitary Sewer and Water Lines Project to furnish all labor, materials, equipment and supplies to replace the water and sewer lines on Avenue A from the Cardinal Drive frontage road to Elgie Street; and,

WHEREAS, BDS Construction, LLC d/b/a MK Constructors, of Vidor, Texas, submitted a bid in the amount of $864,693.00; and,

WHEREAS, City Council is of the opinion that the bid submitted by BDS Construction, LLC d/b/a MK Constructors, of Vidor, 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 BDS Construction, LLC d/b/a MK Constructors, of Vidor, Texas, in the amount of $864,693.00 for a contract for the Avenue A Rehabilitation of the Existing Sanitary Sewer and Water Lines Project to furnish all labor, materials, equipment and supplies to replace the water and sewer lines on Avenue A from the Cardinal Drive frontage road to Elgie 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 BDS Construction, LLC d/b/a MK Constructors, of Vidor, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

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- Mayor Becky Ames -

3

March 15, 2016

Consider a resolution authorizing the City Manager to execute Change Order No. 1, accept maintenance and authorize final payment to N & T Construction Company, Inc. for the Beaumont Public Health Facility Project

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute Change Order No. 1, accept maintenance and authorize final payment in the amount of $382,283.32 to N & T Construction Company, Inc. for the Beaumont Public Health Facility Project.

BACKGROUND

On March 4, 2014, by Resolution No. 14-058, City Council awarded a contract to N & T Construction Company, Inc., of Beaumont, Texas, in the amount of $6,670,000 for the new Beaumont Public Health Facility Project. A grant from the Texas Community Development Block Grant (CDBG) Disaster Recovery Program for areas impacted by Hurricane Ike was awarded for the construction of the new facility.

Change Order No. 1, in the amount of $36,908.32 is necessary to adjust the original contract to reflect the actual quantities used in the completion of the project which increases the final contract amount to $6,706,908.32. The project has been inspected by Facilities Maintenance and Public Works Divisions and found to be complete in accordance with the provisions and terms set out in the contract. Acceptance of maintenance and approval of the final payment in the amount of $382,283.32 is recommended.

FUNDING SOURCE

The remaining Supplemental Disaster Grant funds available for completion of project is $293,330.00 with the balance of $88,953.32 from the Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.14-058

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to N & T Construction Company, Inc., of Beaumont, Texas, in the amount of $6,670,000 for construction of the new Beaumont Public Health Facility.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of March, 2014.

- Mayor Becky Ames -

CHANGE ORDER

PROJECT:	**City of Beaumont** **Public Health Department**	**CHANGE ORDER NO:**	**1**
CONTRACTOR:	N&T Construction 1376 Laurel Ave. Beaumont, Texas 77701	**DATE:** **ARCHITECT'S PROJECT NO.:** **CONTRACT DATE:** **CONTRACT FOR:**	01.18.16 11003 03.12.14 New Construction

The Contract is changed as follows:

1.	Revise storm drain catch basin at existing water conflict	$2,200.00
2.	Elevator pit modification	$960.00
3.	Add elevator rail bracket supports	$6,216.00
4.	Remove existing piers to avoid conflict w/ exit. Foundation	NA
5.	Add floor dampers at mechanical room (2 ea.)	$1,045.00
6.	Add structural columns at curved stair	$600.00
7.	Add angle support at doghouse for brick	$400.00
8.	Add supports for stainless steel handrail attachment	$1,986.00
9.	Window "E" modifications – lintels	$972.00
10.	Window "E" modifications – cast stone	$450.00
11.	Window "E" modifications – foundation build-outs	$950.00
12.	I/T changes & added TVs	$2,657.05
13.	Add automatic flush valve power	$2,723.71
14.	Revise exam room sinks (re-stocking fee)	NA
15.	Add check valves at chillers	$2,512.40
16.	Add fence at dumpster pad	$1,500.00
17.	Add split liner catch basin at sanitary/ storm conflict	$6,920.00
18.	Misc. roof revisions	$11,730.00
19.	HVAC punch list items	NA
20.	Replace light fixtures in room #256	NA
21.	Add drywall corners & fur-downs	$2,015.00
22.	Revise stainless steel handrail at floor condition	$1,791.16
23.	Misc. drywall framing/ revisions	NA
24.	Investigate alternate sanitary sewer tie-in College St.	$1,280.00
25.	Credit for change in mechanical yard & playground fence	($12,000.00)
	TOTAL:	**$36,908.32**

****See attached supporting documents****

Not valid until signed by the Owner, Architect, and Contractor.

The original Contract Sum was $6,670,000.00
Net change by previously authorized Change Orders $0.00
The Contract Sum prior to this Change Order was $6,670,000.00
The Contract sum will be **increased** by this Change Order in the amount of $36,908.32
The **new Contract Sum** including this Change Order will be $6,706,908.32

NOTE: The summary does not reflect changes in the Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group 7999 Gladys Avenue, Suite 101 Beaumont, Texas 77706	N&T Construction 1376 Laurel Ave. Beaumont, Texas 77701	City of Beaumont P.O. Box 3827 Beaumont, Texas 77704
By:	By:	By:
Date: 2.23.16	Date: 2-23-16	Date:

REGISTERED ARCHITECT
GREG WALL
16306
STATE OF TEXAS

RESOLUTION NO.

WHEREAS, on March 4, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-058 awarding a contract in the amount of $6,670,000.00 to N & T Construction Company, Inc., of Beaumont Texas, for the construction of a new Beaumont Public Health Facility; and,

WHEREAS, Change Order No. 1, in the amount of $36,908.32, is required to adjust the original contract to reflect the actual quantities used in the completion of the project, thereby increasing the total contract amount to $6,706,908.32; and,

WHEREAS, the project has been inspected by Facilities Maintenance Division and Public Works Department and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Beaumont Public Health Facility Construction Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of $382,283.32 to N & T Construction Company, Inc., of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

4

March 15, 2016

Consider a resolution authorizing the City Manager to accept maintenance and authorize final payment to N & T Construction Company Inc., for Fire Station No. 11

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to accept maintenance and authorize final payment to N & T Construction Company Inc., for Fire Station No. 11 in the amount of $137,978.18.

BACKGROUND
On April 22, 2014, by Resolution No. 14-091, City Council awarded N & T Construction Company, Inc., of Beaumont, Texas the contract for Fire Station No. 11 in the amount of $2,780,000.

Fire Station No. 11 had a total of six (6) change orders which were deducted from the Contingency Allowance. The project has been inspected by the Engineering and Facilities Maintenance Divisions and found to be complete in accordance with the provisions and terms set forth in the contract. Acceptance of maintenance and final payment in the amount of $137,978.18 is recommended.

FUNDING SOURCE
Capital Program.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.14-091

WHEREAS, bids were solicited for the construction of a new Fire Station No. 11; and,

WHEREAS, N & T Construction Company, Inc., of Beaumont, Texas, submitted a bid in the amount of $2,780,000; and,

WHEREAS, City Council is of the opinion that the bid submitted by N & T Construction Company, Inc., 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 N & T Construction Company, Inc., of Beaumont, Texas in the amount of $2,780,000 for the construction of a new Fire Station No. 11 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 N & T Construction Company, Inc., of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 22nd day of April, 2014.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

- Mayor Becky Ames -

OWNER'S COPY

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: CITY OF BEAUMONT FIRE STATION #11 525 ROYAL STREET BEAUMONT, TX 77701	**CHANGE ORDER NUMBER:** 001(revised) **DATE:** February 2, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*: N & T CONSTRUCTION CO, INC. P.O.BOX 269 BEAUMONT, TX 77704	**ARCHITECT'S PROJECT NUMBER:** 1382 **CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Note: This Change Order, when approved, replaces original Change Order #1 dated and signed October 30, 2014.

C.R.#1 - Remove and Replace Poor Soil	$ 1,194.55
C.R. #2 -Ceiling credit for Apparatus Support Spaces	- $ (300.00)
C.R. #3 - Waterline Credit	- $(14,596.98)
C.R. #4 - Removal & Replacement of Poor Soil (South of Bldg.	$ 1,791.82
C.R. #5 - Fugro Steel Testing	$ 1,752.50
C.R. #6 -(a.) Provide & Install one (1) 4' strip fixture, one switch and one receptacle in Storage Bldg.	
(b) Run conduit and wiring to panel and install breaker	$ 1,068.00
C.R. #7 - Delete two (2) keypads and change top and mid rail to 2" vs. 2-3/8"	- $(2,000.00)
C.R.#8 - Adding Secondary Drain Pan	$ 1,605.00
C.R. #9 - Stair Credit	- $(1,590.00)
C.R.#10 - Add E[pxu F;ppr om Rpp,s 126 & 127	$ 2.440.00
C.R.#11 - Storm Sewer Credit	- $(6,900.00)
C.R.#12 - Pot Filler Credit	- $(440.00)
C.R.#13 - Changes to De-Contaminator Area/Shower	$ 971.00
Total Change Order Amount (to be added to Contingency Amount)	$(15,004.11)
Original Contingency Amount	$(30,000.00)
Revised Contingency Amount	$(45,004.11)

Note: This Change Order does in no way change the original Contract Sum

The original Contract Sum was	$	2,780,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	2,780,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	2,780,000.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

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User Notes: (1915703607)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated	N&T Construction Co. Inc.	City of Beaumont
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
350 Pine Street - suite 720 Beaumont, TX 77701	P.O. Box 269 Beaumont, TX 77704	P.O. Box 3827 Beaumont, TX 77704
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
J. Rob Clark	Lauren Williams	Kyle Hayes
(Typed name)	*(Typed name)*	*(Typed name)*
2.2.2015		2-26-15
DATE	**DATE**	**DATE**

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User Notes: (1915703607)

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Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 002	OWNER: ☒
CITY OF BEAUMONT FIRE STATION #11 525 ROYAL STREET BEAUMONT, TX 77701	**DATE:** May 15, 2015	ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 1382	OTHER: ☐
N&T CONSTRUCTION CO., INC. P.O.BOX 269 BEAUMONT, TX 77701	**CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. CR#18 - Landscaping and Irrigation Proposal	$16,000.00
Landscaping Allowance	$26,000.00
C.R #18-Landscaping & Irrigation Proposal (to be taken from Landscaping Allowance)	($16,000.00)
Balance Landscaping Allowance (to be added to Contingency Allowance)	$10,000.00
2. Original Contingency Amount	$ 30,000.00
3. Amount Added to Contingency from Change Order #001	$ 15,004.11
4. Amount added to Contingency as of this Change Order	$ 10,000.00
4. Current Contingency Amount	$ 55,004.11

The original Contract Sum was	$ 2,780,000.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 2,780,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 2,780,000.00

The Contract Time will be increased by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated **ARCHITECT** *(Firm name)*	N&T Construction Co. Inc. **CONTRACTOR** *(Firm name)*	City of Beaumont **OWNER** *(Firm name)*
350 Pine Street - Suite 720 Beaumont, TX 77701 **ADDRESS**	P.O. Box 269 Beaumont, TX 77704 **ADDRESS**	P.O. Box 3827 Beaumont, TX 77704 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
J. Rob Clark *(Typed name)*	Lauren Williams *(Typed name)*	Kyle Hayes *(Typed name)*
5. 21. 2015 **DATE**	5/21/2015 **DATE**	5-27-15 **DATE**

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Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 003	OWNER: ☒
CITY OF BEAUMONT FIRE STATION #11 525 ROYAL STREET BEAUMONT, TEXAS 77701	**DATE:** May 20, 2015	ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 1382	FIELD: ☐
N&T CONSTRUCTION CO. INC. P.O.BOX 269 BEAUMONT, TEXAS 77704	**CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. CR#14 - Add dedicated outlet and tying to LV82 for Ice Machine $ 1,148.00
2. CR#15 - Delete Drywall Ceiling in Mezzanine ($ 636.25)
3. CR#16 - Power to Unit Heater & Thermostat in Restroom 125 per revised Electrical Plans $ 954.00
4. CR#17 - Furnish & install correct drains to attache to Kerdi waterproofing $ 575.00
5. CR#20 - Rain, wet & cold days as follows:
   July 3,8,9,14,17,18
   August 1,11,20
   September 17,18
   October 1,2,6,13,14
   December 18,19,23
   January 2,7,8,9,
   February 4,16,25
   Total force majeure days - 26

Total Change Order Amount	$2,040.75
Original Contingency Amount	$30,000.00
Amount added to Contingency from Change Order #001	$15,004.11
Amount added to Contingency from Change Order #002	$10,000.00
Total Adjusted Contingency Amount	$55,004.11
Amount taken from Contingency	2,040.75
Remaining Contingency Amount	$52,963.36

The original Contract Sum was	$ 2,780,000.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 2,780,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 2,780,000.00

The Contract Time will be increased by twenty-six (26) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 14, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

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User Notes:
(1815439468)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated	N&T Construction Co, Inc.	City of Beaumont
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
350 Pine Street -- Suite 720 Beaumont, TX 77701	PO Box 269 Beaumont, Tx 77704	PO Box 3827 Beaumont, TX 77704
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
J. Rob Clark	Lauren Williams	Kyle Hayes
(Typed name)	*(Typed name)*	*(Typed name)*
5-21-2015	5/21/2015	5-27-15
DATE	DATE	DATE

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(1815439468)

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Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 004	OWNER: ☒
CITY OF BEAUMONT FIRE STATION #11 525 ROYAL STREET BEAUMONT, TEXAS 77701	**DATE:** July 1, 2015	ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 1382	FIELD: ☐
N&T CONSTRUCTION CO.,INC P.O.BOX 269 BEAUMONT, TEXAS 77704	**CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

21. Install wiring and lights above sinks at three locations	$ 623.36
22. Add Class K 6 Liter Fire Extinguisher for Kitchen	213.00
23. Provide Two (2) 2'x2' Fiberglass Pullboxes in Lieu of One (1) 12"x12" Pullbox per City's Request	2,851.72
24. Additional Landscape requested by City	2,990.00
25. Add Four (4) Cameras per City's Request	2,133.92
26. Add TV Outlet in Chief's Office	885.50
27. Re-work low voltage wiring & conduit to coordinate push button bi-fold door controls to open North exit only	2,088.00
28. Change voltage at Range to 220v	1,023.00
29. Re-work 110V Switch to Range for 220V	919.00
30. Add Fire Lane Striping per Architectural sketch	620.00
Total Change Order Amount (to be taken from Contingency Allowance)	$14,347.50

Current Contingency Amount	$52,963.36
Less Change Order Amount	- 14,347.50
Remaining Contingency Amount	$38,615.86

The original Contract Sum was	$	2,780,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	2,780,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	2,780,000.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

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User Notes: (1114206785)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated	N&T Construction Co, Inc.	City of Beaumont
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
350 Pine Street - Suite 720 Beaumont, TX 77701	P.O. Box 269 Beaumont, TX 77704	P.O. Box 3827 Beaumont, TX 77704
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
J. Rob Clark	~~Lauren Williams~~ CHARLIE JABBIA	Kyle Hayes
(Typed name)	*(Typed name)*	*(Typed name)*
July 1, 2015	JULY 1, 2015	7-8-15
DATE	DATE	DATE

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User Notes: (1114206785)

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 005	OWNER: ☒
CITY OF BEAUMONT FIRE STATION #11 P.O.BOX 3827 BEAUMONT, TEXAS 77704	**DATE:** July 29, 2015	ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 1382	FIELD: ☐
N&T CONSTRUCTION CO., INC P.O. BOX 269 BEAUMONT, TEXAS 77704	**CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

C.P.#31 Add sidewalk and Flagpole per Architectural Sketch	$ 4,230.00
C.P.#32 Conduit for Securadyne and N & S apparatus doors and south walk door per drawing A-2, dated 7/07/15.	$11,781.00
C.P.#33 Extended General Conditions 45 calendar days to August 29	$ 5,000.00
C.P.#34 Relocated Range Hood Nozzles to Align with Range Burners	$ 657.00
Total Change Order Amount (to be taken from contingency)	$21,668.00

Current Contingency Amount	$38,615.86
Less Change Order #5 Amount	-14,347.50
Remaining Contingency Amount	$16,947.86

The original Contract Sum was	$	2,780,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	2,780,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	2,780,000.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated **ARCHITECT** *(Firm name)*	N&T Construction Co.,Inc. **CONTRACTOR** *(Firm name)*	City of Beaumont **OWNER** *(Firm name)*
350 Pine Street - Suite 720 Beaumont, TX 77701 **ADDRESS**	P.O. Box 269 Beaumont, TX 77701 **ADDRESS**	P.o. Box 3827 Beaumont, TX 77704 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
J. Rob Clark *(Typed name)*	Charlie Jabia *(Typed name)*	Kyle Hayes *(Typed name)*
7-28-2015 **DATE**	7/28/2015 **DATE**	7-29-15 **DATE**

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User Notes: (1098533199)

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Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** 006	OWNER: ☒
CITY OF BEAUMONT FIRE STATION #11 P.O. BOX 3827 BEAUMONT, TEXAS 77704	**DATE:** September 11, 2015	ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 1382	FIELD: ☐
N&T CONSTRUCTION CO., INC P.O.BOX 269 BEAUMONT, TEXAS 77704	**CONTRACT DATE:** April 30, 2014 **CONTRACT FOR:** General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

C.R.#36 - Add Plants to City Specifications at Royal Street and Craig Street $1515.00.

Total Amount of Change Order #6 to be taken from Contingency Fund.

Current Contingency Amount	$16,947.86
Minus Amount of Change Order #6	- 1515.00
Remaining Contingency Amount	$15,432.86

The original Contract Sum was	$	2,780,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	2,780,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	2,780,000.00

The Contract Time will be unchanged by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Alliance Incorporated	N&T Construction Co., Inc	City of Beaumont
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
350 Pine Street - Suite 720 Beaumont, TX 77701	P.O. Box 269 Beaumont, TX 77704	P.O. Box 3827 Beaumont, TX 77704
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
J. Rob Clark	Lauren Williams	Kyle Hayes
(Typed name)	*(Typed name)*	*(Typed name)*
9/18/2015	9/21/2015	9-30-15
DATE	**DATE**	**DATE**

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User Notes: (1450670453)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
City of Beaumont
801 Main Street
Beaumont, Texas 77704

PROJECT:
City of Beaumont Fire Station #11
525 Royal Street
Beaumont, Texas 77701

FROM CONTRACTOR:
N&T Construction Co., Inc.
P.O . Box 269
Beaumont, Texas 77704

VIA ARCHITECT:
Architectural Alliance, Inc.
350 Pine Street, Suite 720
Beaumont, Texas 77704

APPLICATION NO: Retainage
APPLICATION DATE: 19-Oct-15
PERIOD TO: 19-Oct-15

N&T PROJECT NO. 14-1341
CITY P.O. #: 342937
CONTRACT DATE: 30-Apr-14

CONTRACT FOR: New Construction

Distribution to:
___ OWNER
X ARCHITECT
___ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	2,780,000.00
2. Net change by Change Orders	$	(20,436.36)
3. CONTRACT SUM TO DATE (Line 1+2)	$	2,759,563.64
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	2,759,563.64
5. RETAINAGE		
a. 5% of completed work* (Columns D+E on G703)	PAY	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	PAY	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,759,563.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,621,585.46
8. CURRENT PAYMENT DUE	**$**	**137,978.18**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ -	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	$ -	$ -
Total approved this Month	$ (20,436.36)	
TOTALS	$ (20,436.36)	
Net CHANGES by Change Order	$ (20,436.36)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 10/19/15
Charlie Jabbia, Project Manager

State of: Texas
County of: Jefferson
Subscribed and sworn to before me this 19th day of October 2015

Notary Public:
My Commission expires: April 17, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 137,978.18

ARCHITECT:
By: _____ Date: 1-27-2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

N&T CONSTRUCTION

APPLICATION FOR PAYMENT

PROJECT: Fire Station #11
ARCHITECT: Architectural Alliance
N&T JOB#: 14-1431

PROGRESS PAYMENT#: RETAINAGE
PERIOD ENDING: 10/5/15

DIVISION ACTIVITY	SCHEDULED VALUE	TOTAL PRIOR MONTHS	COMP THIS MONTH	STORED THIS MONTH	TOTAL TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	RETAINAGE 5%
DIVISION 01 GENERAL CONDITIONS / REQUIREMENTS								
Supervision	68,500.00	68,500.00	-		68,500.00	100%	-	3,425.00
Temporary Conditions	21,200.00	21,200.00	-		21,200.00	100%	-	1,060.00
Clean-up	3,445.00	3,445.00	-		3,445.00	100%	-	172.25
Builders Risk & OCP Insurance	10,400.00	10,400.00	-		10,400.00	100%	-	520.00
Performance Bond	34,575.00	34,575.00	-		34,575.00	100%	-	1,728.75
Windstorm Inspection	7,670.00	7,670.00	-		7,670.00	100%	-	383.50
DIVISION 03 CONCRETE								
Main Building	106,210.00	106,210.00	-		106,210.00	100%	-	5,310.50
Training Tower	49,380.00	49,380.00	-		49,380.00	100%	-	2,469.00
Site Concrete	159,790.00	159,790.00	-		159,790.00	100%	-	7,989.50
Miscellaneous Pads & Footings	5,390.00	5,390.00	-		5,390.00	100%	-	269.50
Seal Joints	3,220.00	3,220.00	-		3,220.00	100%	-	161.00
DIVISION 04 MASONRY								
Mobilization	8,760.00	8,760.00	-		8,760.00	100%	-	438.00
Brick Veneer	151,500.00	151,500.00	-		151,500.00	100%	-	7,575.00
Dampproofing	48,000.00	48,000.00	-		48,000.00	100%	-	2,400.00
CMU	171,000.00	171,000.00	-		171,000.00	100%	-	8,550.00
DIVISION 05 METALS								
Structural Steel Detailing	9,832.08	9,832.08	-		9,832.08	100%	-	491.60
Anchor Bolts	1,384.50	1,384.50	-		1,384.50	100%	-	69.23
Structural Steel	145,283.42	145,283.42	-		145,283.42	100%	-	7,264.17
Metal Deck	14,000.00	14,000.00	-		14,000.00	100%	-	700.00
Steel Erection	68,480.00	68,480.00	-		68,480.00	100%	-	3,424.00
DIVISION 06 MILLWORK & CARPENTRY								
Cabinets	47,925.00	47,925.00	-		47,925.00	100%	-	2,396.25
Rough Carpentry	6,520.00	6,520.00	-		6,520.00	100%	-	326.00
Wood Framing	2,060.00	2,060.00	-		2,060.00	100%	-	103.00
DIVISION 07 THERMAL & MOISTURE PROTECTION								
Insulation Board	21,000.00	21,000.00	-		21,000.00	100%	-	1,050.00
Underlayment	4,975.00	4,975.00	-		4,975.00	100%	-	248.75
Metal Roofing Panels	52,075.00	52,075.00	-		52,075.00	100%	-	2,603.75
Gutters & Downspouts	3,200.00	3,200.00	-		3,200.00	100%	-	160.00
Warranty	2,675.00	2,675.00	-		2,675.00	100%	-	133.75
Downspout Boots	13,845.00	13,845.00	-		13,845.00	100%	-	692.25
Roof Curbs	2,185.00	2,185.00	-		2,185.00	100%	-	109.25
DIVISION 08 DOORS & WINDOWS								

Hollow Metal - Material	18,435.00	18,435	-	18,435.00	100%	-	921.75
Hardware - Material	21,050.00	21,050.00	-	21,050.00	100%	-	1,052.50
Overhead Door	231,255.00	231,255.00	-	231,255.00	100%	-	11,562.75
Windows	28,755.00	28,755.00	-	28,755.00	100%	-	1,437.75
Skylights	5,250.00	5,250.00	-	5,250.00	100%	-	262.50
DIVISION 09 FINISHES							
Drywall & Acoustical	28,945.00	28,945.00	-	28,945.00	100%	-	1,447.25
Plaster	3,575.00	3,575.00	-	3,575.00	100%	-	178.75
Painting	48,025.00	48,025	-	48,025.00	100%	-	2,401.25
Ceramic Tile	36,520.00	36,520	-	36,520.00	100%	-	1,826.00
Rubber Floor	4,030.00	4,030	-	4,030.00	100%	-	201.50
Poly-Crete Floor	33,935.00	33,935	-	33,935.00	100%	-	1,696.75
Seal Floors	320.00	320	-	320.00	100%	-	16.00
DIVISION 10 SPECIALTIES							
Toilet Accessories - Material	1,430.00	1,430.00	-	1,430.00	100%	-	71.50
Graphics	13,410.00	13,410.00	-	13,410.00	100%	-	670.50
Fire Extinguishers - Material	975.00	975.00	-	975.00	100%	-	48.75
Stainless Steel Lockers	42,210.00	42,210.00	-	42,210.00	100%	-	2,110.50
Louvers	1,795.00	1,795.00	-	1,795.00	100%	-	89.75
Markerboards - Material	745.00	745.00	-	745.00	100%	-	37.25
Knox Box	375.00	375.00	-	375.00	100%	-	18.75
DIVISION 12 EQUIPMENT							
Equipment/Appliances	42,980.00	42,980.00	-	42,980.00	100%	-	2,149.00
DIVISION 21 FIRE SUPPRESSION							
Fire Sprinkler	33,085.00	33,085.00	-	33,085.00	100%	-	1,654.25
DIVISION 22 PLUMBING							
Rough-in	16,000.00	16,000.00	-	16,000.00	100%	-	800.00
Top-out	89,200.00	89,200.00	-	89,200.00	100%	-	4,460.00
Fixtures	26,235.00	26,235.00	-	26,235.00	100%	-	1,311.75
Utilities	51,500.00	51,500.00	-	51,500.00	100%	-	2,575.00
Storm Drain	56,575.00	56,575.00	-	56,575.00	100%	-	2,828.75
DIVISION 23 MECHANICAL							
Duct Work	35,675.00	35,675.00	-	35,675.00	100%	-	1,783.75
Flex, Grilles, Fans, & Louvers	23,495.00	23,495.00	-	23,495.00	100%	-	1,174.75
Equipment	54,900.00	54,900.00	-	54,900.00	100%	-	2,745.00
Piping	12,115.00	12,115.00	-	12,115.00	100%	-	605.75
Controls	35,225.00	35,225.00	-	35,225.00	100%	-	1,761.25
Air Balance	3,590.00	3,590.00	-	3,590.00	100%	-	179.50
DIVISION 26 ELECTRICAL							
Fixtures	108,795.00	108,795.00	-	108,795.00	100%	-	5,439.75
Gear	25,775.00	25,775.00	-	25,775.00	100%	-	1,288.75
Rough-in	52,475.00	52,475.00	-	52,475.00	100%	-	2,623.75
Generator	98,850.00	98,850.00	-	98,850.00	100%	-	4,942.50
Site Electrical	17,830.00	17,830.00	-	17,830.00	100%	-	891.50
Trim Out	13,645.00	13,645.00	-	13,645.00	100%	-	682.25
Tower	1,280.00	1,280.00	-	1,280.00	100%	-	64.00

DIVISION 27 COMMUNICATIONS							
Data Cabling	29,750.00	29,750.00	-	29,750.00	100%	-	1,487.50
Zetron System	2,100.00	2,100.00	-	2,100.00	100%	-	105.00
DIVISION 28 FIRE ALARM							
Fire Alarm	6,350.00	6,350.00	-	6,350.00	100%	-	317.50
DIVISION 31 EARTHWORK							
Sitework	62,835.00	62,835.00	-	62,835.00	100%	-	3,141.75
Termite Treatment	1,450.00	1,450.00	-	1,450.00	100%	-	72.50
SWPPP	4,850.00	4,850.00	-	4,850.00	100%	-	242.50
DIVISION 32 EXTERIOR IMPROVEMENTS							
Hydromulch	1,400.00	1,400.00	-	1,400.00	100%	-	70.00
Parking Striping	775.00	775.00	-	775.00	100%	-	38.75
Fencing	44,750.00	44,750.00	-	44,750.00	100%	-	2,237.50
ALLOWANCES							
Contingency Allowance	15,436.36	-	15,436.36	15,436.36	100%	-	771.82
CP#1 - Soil Pumping	1,194.55	1,194.55	-	1,194.55	100%	-	59.73
CP#2 - Ceiling Credit	-300.00	(300.00)	-	(300.00)	100%	-	(15.00)
CP#3 - Waterline Credit	-14,596.98	(14,596.98)	-	(14,596.98)	100%	-	(729.85)
CP#4 - Soil Replacement	1,791.82	1,791.82	-	1,791.82	100%	-	89.59
CP#5 - Steel Testing	1,752.50	1,752.50	-	1,752.50	100%	-	87.63
CP#6 - Power and Lights and Storage	1,068.00	1,068.00	-	1,068.00	100%	-	53.40
CP#7 - Fencing Credit	-2,000.00	(2,000.00)	-	(2,000.00)	100%	-	(100.00)
CP#8 - Add Secondary Drain Pan	1,605.00	1,605.00	-	1,605.00	100%	-	80.25
CP#9 - Steel Grate Stairs in Lieu of Concrete over Metal Pan	-1,590.00	(1,590.00)	-	(1,590.00)	100%	-	(79.50)
CP#10 - Add Epoxy Floor in Rooms 126 & 127	2,440.00	2,440.00	-	2,440.00	100%	-	122.00
CP#11 - Storm Sewer Credit	-6,900.00	(6,900.00)	-	(6,900.00)	100%	-	(345.00)
CP#12 - Pot Filler Credit	-440.00	(440.00)	-	(440.00)	100%	-	(22.00)
CP#13 - Decontamination/Shower Changes	971.00	971.00	-	971.00	100%	-	48.55
CP#14 - Changes to Sprinkler Room	1,148.00	1,148.00	-	1,148.00	100%	-	57.40
CP#15 - Delete Drywall Ceiling at Mezzanine	-636.25	(636.25)	-	(636.25)	100%	-	(31.81)
CP#16 - Add Power to Thermostat and Unit Heaters	954.00	954.00	-	954.00	100%	-	47.70
CP#17 - Furnish and Install Correct Drains for Showers	575.00	575.00	-	575.00	100%	-	28.75
CP#18 - Landscape and Irrigation	16,000.00	16,000.00	-	16,000.00	100%	-	800.00
CP#21 - Install Lights above Lavatories	623.36	623.36	-	623.36	100%	-	31.17
CP#22 - Add Class K Fire Extinguisher	210.00	210.00	-	210.00	100%	-	10.50
CP#23 - Provide Two 2'X2' Pullboxes	2,851.72	2,851.72	-	2,851.72	100%	-	142.59
CP#24 - Additional Landscape per City	2,990.00	2,990.00	-	2,990.00	100%	-	149.50
CP#25 - Add Four Cameras Per City	2,133.92	2,133.92	-	2,133.92	100%	-	106.70
CP#26 - Add TV Outlet in Chief's Office	885.00	885.00	-	885.00	100%	-	44.25
CP#27 - Modify Low Voltage for Bi-Fold Doors	2,088.00	2,088.00	-	2,088.00	100%	-	104.40
CP#28 - 220V to Range	1,023.00	1,023.00	-	1,023.00	100%	-	51.15
CP#29 - Range Switch	919.00	919.00	-	919.00	100%	-	45.95
CP#30 - Fire Lane Striping	620.00	620.00	-	620.00	100%	-	31.00
CP#31 - Flagpole and Walk	4,230.00	4,230.00	-	4,230.00	100%	-	211.50
CP#32 - Security Conduit at Apparatus Doors	11,781.00	11,781.00	-	11,781.00	100%	-	589.05
CP#33 - Extended General Conditions	5,000.00	5,000.00	-	5,000.00	100%	-	250.00
CP#34 - Relocate Range Hood Nozzles to Align	657.00	657.00	-	657.00	100%	-	32.85
CP#35 - Landscape Additions per City Requirements	1,515.00	1,515.00	-	1,515.00	100%	-	75.75

CP#36 - Return Contingency	-20,436.36		(20,436.36)		(20,436.36)	100%	-	(1,021.82)
Street Sign Allowance	5,000.00	-	5,000.00		5,000.00	100%	-	250.00
TOTAL	2,759,563.64	2,759,563.64	-	-	2,759,563.64	100%	-	137,978.18

RESOLUTION NO.

WHEREAS, on April 22, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-091 awarding a contract in the amount of $2,780,000.00 to N & T Construction Company, Inc., of Beaumont Texas, for the construction of a new Fire Station No. 11; and,

WHEREAS, a contingency allowance in the amount of $30,000 was included in the above noted contract; and,

WHEREAS, On February 26, 2015, the City Manager executed Change Order No. 1, in the amount of ($15,004.11), for plan revisions, thereby increasing the contingency allowance to $45,004.11 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, on May 27, 2015, the City Manager executed Change Order No. 2, in the amount of ($10,000.00), for a landscaping and irrigation proposal, thereby increasing the contingency allowance to $55,004.11 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, on May 27, 2015, the City Manager executed Change Order No. 3, in the amount of $2,040.75, for plan revisions, thereby decreasing the contingency allowance to $52,963.36 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, on July 8, 2015, the City Manager executed Change Order No. 4, in the amount of $14,347.50, for plan revisions, thereby decreasing the contingency allowance to $38,615.86 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, on July 29, 2015, the City Manager executed Change Order No. 5, in the amount of $21,668.00, for plan revisions and an extension of general conditions calendar days, thereby decreasing the contingency allowance to $16,947.86 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, on September 30, 2015, the City Manager executed Change Order No. 6, in the amount of $1,515.00, for the addition of plants at Royal Street and Craig Street, thereby decreasing the contingency allowance to $15,432.86 and having no affect on the total contract amount of $2,780,000.00; and,

WHEREAS, the project has been inspected by the Engineering and Facilities Maintenance Divisions and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Fire Station No. 11 Construction Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of $137,978.18 to N & T Construction Company, Inc., of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

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- Mayor Becky Ames -

5

March 15, 2016

Consider an ordinance authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in the year 2016

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Tyrone E. Cooper, City Attorney
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider an ordinance authorizing the participation by the City of Beaumont with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in the year 2016.

BACKGROUND

The City of Beaumont is statutorily given the responsibility of exclusive original jurisdiction over the rates, operation and services of Entergy Texas, Inc. (ETI), which provides electric utility services in the City of Beaumont. To ensure that ETI is providing fair, just and reasonable rates and efficient services to the area, the City of Beaumont continually assesses the ongoing efforts of ETI and the services it provides to the citizens of Beaumont. This is accomplished primarily through the combined efforts of the cities in the Entergy service area with similar jurisdictional responsibilities.

The proposed ordinance allows the City of Beaumont to continue its participation as a member of the Steering Committee of cities within the ETI service area to monitor the operation and services provided by ETI to the citizens of Beaumont. The ordinance also authorizes the hiring of utility consultants and lawyers through the Steering Committee to facilitate the efforts of the service area cities.

FUNDING SOURCE

The reasonable expenses associated with rate related matters are reimbursable by the company (ETI) pursuant to the Public Utility Regulatory Act of Texas.

RECOMMENDATION

Approval of an ordinance authorizing the City of Beaumont's participation with other Entergy Texas service area cities in matters concerning Entergy before the Public Utility Commission of Texas and the Federal Energy Regulatory Commission in the year 2016.

ORDINANCE NO.

A ORDINANCE OF THE CITY COUNCIL OF BEAUMONT, TEXAS, AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY TEXAS, INC. AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE FEDERAL ENERGY REGULATORY COMMISSION IN 2016.

WHEREAS, Entergy Texas, Inc.'s ("ETI") implementation of customer choice has ceased due to Senate Bill 1492 and ETI will continue to be regulated under traditional cost-of-service regulation; and,

WHEREAS, changes to the Public Utility Regulatory Act addressing rates and rate proceedings will have a direct impact on ETI and customer bills during 2016 and into the future; and,

WHEREAS, ETI is scheduled to litigate requests in various proceedings before the Public Utility Commission of Texas, before municipalities, or before the Federal Energy Regulatory Commission in 2016 related to ETI's continued integration with the Midwest Independent System Operator ("MISO"), ETI's continuing efforts to exit the Entergy System Agreement (which exit has now been approved by all retail regulatory authorities and the FERC)to be effective August 31, 2016, various fuel cost refunds or surcharges and reconciliations, capacity cost surcharges and reconciliations; and for any type of base rate proceedings (such as a new base rate increase request, transmission cost recovery rider, a distribution cost recovery rider, energy efficiency cost recovery factor, hurricane restoration cost or offset true-ups, or a purchased power capacity cost recovery rider) or cost adjustments; and,

WHEREAS, ETI is scheduled to file fuel factor proceedings at the Public Utility Commission in February and August 2016, and file other fuel proceedings during 2016

to reconcile fuel, to refund or surcharge fuel charges, and to change the fuel mechanism, along with various surcharge requests impacting rates; and,

WHEREAS, ETI is expected to file a proceeding for a rate change and fuel change during 2016 to recover costs associated with new capacity purchases; and,

WHEREAS, ETI is scheduled to file a proceeding to recover costs incurred in association with its Energy Efficiency Plan as well as reconcile past costs; and,

WHEREAS, Cities have the statutory right to set fair and reasonable rates for both the Company and customers within Cities; and,

WHEREAS, Cities have exclusive original jurisdiction over rates, operations, and services of an electric utility in areas in the municipality pursuant to *Tex. Util. Code* § 33.001; and,

WHEREAS, Cities have standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the municipality pursuant to *Tex. Util. Code* § 33.025, and standing before each Federal Energy Regulatory Commission case in which the City may be affected pursuant to 18 *C.F.R.* § 385.214; and,

WHEREAS, Cities are entitled to reimbursement by the utility of their reasonable rate case expenses to participate in cases that are deemed rate proceedings pursuant to *Tex. Util. Code* § 33.023;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT THAT:

SECTION 1. The City of Beaumont shall participate with other Cities to intervene in ETI's various rate filings related to the various fuel cost surcharges and

reconciliations, capacity cost surcharges and reconciliations, the allocation and refund of rough production cost equalization payments, any interim or incremental surcharge proceedings or surcharge adjustments, and for any base rate adjustment proceedings or cost of service adjustments on file with the Public Utility Commission of Texas or with municipalities in 2016 and seek appropriate regulatory scrutiny in any case on file at the Federal Energy Regulatory Commission affecting the City and its residents.

The City of Beaumont shall participate with other Cities to intervene in fuel or fuel related proceedings at the Public Utility Commission and the Federal Energy Regulatory Commission on file in 2016 concerning ETI's rates charged to Texas customers.

All such actions shall be taken pursuant to the direction of the Cities' Steering Committee. Cities' Steering Committee shall have authority to retain rate consultants and lawyers. Cities' Steering Committee shall direct the actions of Cities' representatives in the above proceedings. The Steering Committee is directed to obtain reimbursement from ETI of all reasonable expenses associated with participation in said proceedings.

SECTION 2. This Ordinance shall be effective from and after the date of its passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

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- Mayor Becky Ames -

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

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6

March 15, 2016

Consider a resolution authorizing the City Manager to execute an amendment to the economic development agreements with Pate Development of Wichita, Kansas and their related partners pertaining to a proposed hotel and waterpark development to be located at Ford Park

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: March 15, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an amendment to the economic development agreements with Pate Development of Wichita, Kansas and their related partners pertaining to a proposed hotel and waterpark development to be located at Ford Park.

BACKGROUND

The City Council approved a resolution on April 15, 2014 that authorized the City Manager and City Attorney to negotiate an economic development agreement between the City of Beaumont and Pate Development of Wichita, Kansas related to a proposed hotel and waterpark development to be located at Ford Park. The parameters, approved by the City Council, for an agreement included the following:

- Pate Development would be required to build and open an Embassy Suites Convention Hotel with a minimum of 200 rooms. **Pate Development is now requesting that they be allowed to build and open an Embassy Suites Hotel with a minimum of 150 rooms.**
- Pate Development would need to spend at least $10 million on water park improvements that can be quantified and/or validated.

If the above stipulations are met, the City of Beaumont would agree to the following:

- The City abate or reimburse the property taxes paid to the City of Beaumont for the waterpark improvements for 10 years at 100%.
  The City would abate or reimburse the property taxes paid to the City of Beaumont for the hotel improvements for 10 years at 100%.
  The City would reimburse the hotel occupancy taxes paid to the City of Beaumont for 12 years at 100%.

The City would agree that Pate Development, or the owner of the hotel, would pay the City of Beaumont $25,000 per year upon reaching a net operating income of $250,000 per year from hotel operations, and an additional $25,000 per year upon reaching a net operating income of $500,000 per year from hotel operations.

The City of Beaumont has executed agreements for both the hotel and waterpark. If this resolution is approved by the City Council, both agreements would be amended to reflect the 150 plus room requirement since the agreements are tied to one another.

RESOLUTION NO.

WHEREAS, the City of Beaumont executed an Economic Development Incentive Agreement with Pate Development, L.P. and ZJZ Hospitality, Inc. dated June 24, 2015 for the development of a 200 room Embassy Suites Hotel and an adjacent water park at Ford Park; and,

WHEREAS, the developers have indicated a desire to reduce the number of rooms of the hotel to 150-plus; and,

WHEREAS, the Council feels it is in the best interest of the citizens of the City of Beaumont to accept the request;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager is hereby authorized to execute an amendment to both the hotel and water park Economic Development Incentive Agreements to allow for the reduction in the number of guest rooms of the Embassy Suites Hotel to 150-plus rooms; and,

BE IT FURTHER RESOLVED THAT all other terms, conditions and provisions of the two agreements shall remain unchanged and in full force and effect.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

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- Mayor Becky Ames -

7

March 15, 2016

Consider an appeal of the Historic Landmark Commission's decision to deny the elimination of six windows from a house at 2628 North Street

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider an appeal of the Historic Landmark Commission's decision to deny the elimination of six (6) windows from a house at 2628 North Street.

BACKGROUND
Sam P. Davis, has requested permission to eliminate six (6) windows from the house located at 2628 North Street and replace with siding. Please see attached diagram for the location of the windows to be removed. Mr. Davis claims the activity next door, to the west, is disturbing to tenants and the removal of the windows is necessary for privacy. The windows flanking the fireplace, on the east, were damaged in a previous remodel and replacement windows would create a mismatch with the two windows in the same room, facing the front of the property.

The house is listed in the 1991 Survey and Preservation Analysis of Resources and Environment (SPARE) Beaumont Historic Survey. SPARE states that the house was built about 1935, and is an example of middle class housing from that era.

After an extended discussion at the Historic Landmark Commission meeting held on Febuary 8, 2016, the Historic Landmark Commission voted 9:0 to deny the request for elimination of six (6) windows from a house at 2628 North Street. Please see the attached draft minutes of the February meeting, showing the discussion.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Denial of the appeal.

*** M I N U T E S ***

HISTORIC LANDMARK COMMISSION
February 8, 2016
City Hall, 801 Main Street, Beaumont, Texas

A Special Meeting of the Historic Landmark Commission was held on February 8, 2016 and called to order at 3:34 p.m. with the following members present:

Chairwoman Paula Blazek
Commissioner Judy Linsley
Commissioner Marty Craig
Commissioner Ramona Hutchinson
Commissioner Don LaBiche
Commissioner B. Eliot New
Commissioner Jason Cansler
Commissioner Marie Broussard

Commission Members absent: Commissioner Thomas Sigee

Councilmembers present: Councilmember-at-Large Gethrel Wright
Councilman Mike Getz
Councilman Claude F. Guidroz

Councilmembers absent: None

Also present: Adina Ward, Planner II; Raymond Rowzee, Planner I, Fran Malvo, Recording Secretary

APPROVAL OF MINUTES

Commissioner Craig made a motion to approve the minutes of the Regular Meeting held on December 14, 2015. Commissioner Linsley seconded the motion. Motion to approve carried 6:0.

REGULAR MEETING

1) CA-2581: Request for a Certificate of Appropriateness to eliminate six windows.
Location: 2628 North Street
Applicant: Wade Davis

Ms. Ward presented the staff report. Sam P. Davis is requesting permission to eliminate six windows from his home located at 2628 North Street. Mr. Davis claims the activity next door, to the west, is disturbing and the removal of the windows is necessary for privacy. The windows flanking the fireplace, on the east, were damaged in a previous remodel and replacement windows would create a mismatch with the two windows in the same room, facing the front of the property.

The house is listed in the 1991 SPARE Beaumont Survey. SPARE states that the house was built c. 1935. The house is listed as an example of middle class housing built in Beaumont in the 1930's.

Staff recommended approval of the request.

Slides of the subject property were shown.

The applicant, Wade Davis was present. Mr. Davis addressed the Commissioners. Mr. Davis stated that his goal is to maintain the exact frontal of the house. Mr. Davis stated that one of the reasons he enclosed the windows is because he wanted to put a bed against the wall. The front bedroom had five windows and had no wall to place a dresser or bed. He also stated that nothing else will be changed on the house; he just wants to eliminate the windows. Chairman Blazek stated that one of the easiest ways to destroy the integrity of the home is to enclose the windows. She attended a presentation by a Houston Architect with the Oaks Historic District Neighborhood Association about the different styles and defining characteristics of the historic homes and the windows are one of the most important things for the exterior of the home. Chairman Blazek also stated that one of the things that could be done to preserve the integrity of the home is to sheetrock the inside of the window for wall space and no one will ever know that the window is inoperable. She also added that she and the Commissioners have a firm position about applying sheetrock on the inside in order to maintain the integrity of the outside of the home. Mr. Davis stated that it is not his intentions to repair or eliminate the sheetrock because it is unstable. He said that if he is not allowed to remove the windows, he would like to be given permission to install a six foot fence within 2 ½ feet off the side of the house. Mr. Davis stated that one of the windows was destroyed when a window unit was installed. He would like to keep the original windows, but two of them aren't functional and one of them had been knocked out. The front window had been destroyed by a two ton air conditioner that was installed. He wants to keep the front façade of the house. Chairman Blazek suggested that Mr. Davis replace the windows, install a six foot fence or leave the windows and cover them with blinds or screens etc. and sheetrock the wall inside. Chairman LaBiche suggested that Mr. Davis either used a piece of dry wall painted white, use furring strips to maintain something structural and use mini blinds to cover the windows. He also stated that the Commissioners try not to tell the Citizens what kind of window to get but what it should look like. The Commissioners do not have an issue with using a different type of window; they are concerned with what it looks like from the street. Discussion followed.

Commissioner New made a motion to deny the request for a Certificate of Appropriateness to eliminate six windows as requested in File CA-2581. Commissioner Craig seconded the motion. Motion to deny carried 8:0.

Commissioner LaBiche and Commissioner Hutchinson came in after the roll was called and the minutes were voted on and approved.

2) CA-2597: Request for a Certificate of Appropriateness for an attached sign.
Location: 2406 North Street
Applicant: Hightech Signs

Ms. Ward presented the staff report. Hightech Signs installed a sign at 2406 North Street, unaware that the property was located in the Oaks Historic District. The new sign design had not been approved and had not received a Certificate of Appropriateness. The new sign also exceeds the six (6) sq. ft. maximum attached sign requirement.

Hightech Signs is seeking approval of the existing design, but proposes to reprint the sign at the required six (6) sq. ft.

Staff recommended approval of the request.

Slides of the subject property were shown.

The applicant was not present.

Discussion followed.

Chairwoman Blazek made a motion to approve a request for a Certificate of Appropriateness for an attached sign as requested in File CA-2597. Commissioner Craig seconded the motion. Motion to approve carried 8:0.

3) CA-2600: Request for a Certificate of Appropriateness to allow a portable building to be placed in the rear yard.
Location: 35 N. 8th Street
Applicant: Tony B. Mack

Ms. Ward presented the staff report. Tony B. Mack is requesting to place a 10'x16' portable building at the rear of his property located at 35 N. 8th Street. The proposed portable building would be visible from both 8th Street and Smart Street. The main structure on the property is not a common design, and appears to have originally been the garage and caretaker's quarters for another structure. For this reason, staff feels that repainting the portable building to match the main structure would suffice.

The property is not listed in SPARE.

Staff recommended approval of the request subject to the following condition:

1. The building is painted to match the main structure.

Slides of the subject property were shown.

The applicant, Tony B. Mack addressed the Commissioners. Discussion followed. Commissioner Craig made a motion to approve a request for a Certificate of Appropriateness to allow a portable building to be replaced in the rear yard as requested in File CA-2600. Commissioner LaBiche seconded the motion. Motion to approve carried 8:0.

4) Historic District Code Enforcement Report

Mrs. Varela was unavailable to discuss the report. Commissioners agreed to table the discussions until March's meeting. No discussion followed.

OTHER BUSINESS

None.

THERE BEING NO OTHER BUSINESS, THE MEETING WAS ADJOURNED AT 4:49 P.M.

February 18, 2016

Request for over-turning the ruling of the Historical Landmark Commission on February 8, 2016 concerning the house located at 2628 North Street, Beaumont, TX.

Article 28.01 – General Provisions

Sec. 28.02.007 – Historic landmark commission

(h) Review procedures for certificates of appropriateness in an historic district.

(5) Review by the historic landmark commission.

(D) **If the proposed work will not have an adverse effect on the external architectural features, future preservation, maintenance, or use of a structure or blockface in an historic district, or of an historic district as a whole, the historic landmark commission shall grant the certificate.** In determining whether the proposed work constitutes the restoration of original architectural elements, the historic landmark commission shall consider all available materials, including but not limited to photographs and drawings showing the original appearance of the building and its surrounding property at the time of construction.

Dear Council Members,

On November 25, 2016, I requested the removal of 2 single windows and 2 double windows (4 singles) on opposite sides of my house located in the historic cultural district known as the Oaks Historic District. In the letter I submitted on the 25th of November, I provided a short history of the house and reasons for wanting and needing to remove these windows. Counting all double windows as two singles, there were originally 22 single windows in this house. These windows which were located on every exterior room wall were incorporated into the design of the house not to create a particular architectural style or image, but for practical purposes – to provide ample cross ventilation and efficient cooling with the help of an attic fan. With the advent of window AC units and Central Air and Heat, the need for dozens of windows has been eliminated.

Some 80 years after this house was built, we find ourselves needing to balance preservation with the necessity of providing safety, security, privacy, and convenience while attempting to adapt to a 21st Century lifestyle that is technology and privacy and safety driven. Preserving the cultural and aesthetic elements and architectural appointments is important but not to the detriment of quality of life, protection from outsiders or intruders and privacy needs. The question we must consider and confront is whether the removal of a few windows adversely affect the external features and integrity of this house or others like it(?).

At the Historic Landmark Commission hearing, the chairperson presented in visuals a modernistic home where windows had been boarded up or removed and stressed how that had destroyed the architectural integrity of the home. The house was a 2-story box style with butted corner windows defining the architectural style and design. Removing and boarding up these corner windows did not only alter the façade but adversely affected the appearance and style elements rendering the house no longer modern or distinguishable from present day track homes. It was robbed of its soul.

I'm a preservationist at heart and not only saved, but restored a historic Texas Landmark, the Captain Nelson Merrell house in Round Rock, Texas that based on the standards for demolition of houses in the Oaks Historic District would have been torn down and leveled. This house was not only an architectural gem, but a historical treasure. Despite the fact that the middle-class house I'm not attempting to renovate and restore does not have real historical significance other than being representative of middle class houses built in the 30's and 40's. I have the same desire and passion to restore and preserve this house to its original style and state using as much of the original materials and design as possible. The single hung, divided light, wood windows in and of themselves does not define the structure's architecture, it only enhances it. The diamond shaped screens on the windows do more to distract from the revival architecture than anything else. The re-placement of these six window will not add to or enhance this houses' style just as the removal has not distracted or destroyed or had an adverse effect on the Colonial Revival styling it was designed by.

It is my goal and common sense instinct to preserve as many of the original wood windows as possible thereby keeping the architects original design intact. One of the front window is severely damaged and must be replaced by one of the salvaged windows. Two of the other six windows cannot be re-used. There are currently two aluminum window installed in the house – one in the kitchen and the other on the side of the house along the driveway. This window which measures 3' x 5' is located in the study and as the commission pointed out is barely visible from the street even though it is positioned in the middle of the side façade. The far rear double window in the back bedroom which faces the neighbors back porch and stairs has been removed for safety and privacy concerns. This window is a double hung and sets further back from the street than the window on the opposite side that the commission did not have an issue with. It makes no since why this window set needs to remain in place given it is barely visible from the street.

The two narrow single windows on the right side had been boarded up from the inside and all the trim and hardware removed. One of the windows was damaged beyond repair. An interior remodel to the fireplace that sits between where these two windows were located intruded into the space where they would need to be re-installed. It would be impractical to attempt to replace these two window without changing their design or re-doing the interior fireplace. The other two windows in question are located on the opposite side of the house in the front bedroom which has five (5) windows in it. These double windows were also boarded up and the hardware removed. I do not feel that it would be practical or necessary to replace these windows as it would not add to the integrity of the house and their elimination does not adversely affect the styling or architectural integrity.

Therefore, I'm appealing to you to overturn the commission's decision and grant me permission to continue remodeling and restoring this fine home without distorting or compromising its architectural beauty, design or style. The original application received the blessing of the planning staff in its totality.

Thank you very much for this important consideration.

Sincerely,

Sam P. Davis
Owner

DATE: February 8, 2016

TO: Historic Landmark Commission

FROM: Adina Ward, Planner II

SUBJECT: Request for a certificate of appropriateness to eliminate 6 windows.

FILE: CA-2581

STAFF REPORT

Staff recommends approval of the request.

Sam P Davis, is requesting permission to eliminate 6 windows from his home located at 2628 North Street. Please see attached diagram for the location of the windows to be removed. Mr. Davis claims the activity next door, to the west, is disturbing and the removal of the windows is necessary for privacy. The windows flanking the fireplace, on the east, were damaged in a previous remodel and replacement windows would create a mismatch with the two windows in the same room, facing the front of the property.

The house is listed in the 1991 SPARE Beaumont Survey. SPARE states that the house was built c. 1935. The house is listed as an example of middle class housing built in Beaumont in the 1930's.

Exhibits are attached.

APPLICATION FOR A
CERTIFICATE OF APPROPRIATENESS
BEAUMONT, TEXAS
(Chapter 28, City Codes)
(409) 880-3764
Fax: (409) 880-3133

FILE #: 2581
DATE RECEIVED: 11-25-15

(PLEASE TYPE OR PRINT)
PROPERTY ADDRESS 2628 North St

OWNER'S NAME Sam P. Davis

ADDRESS OF OWNER 27403 Rosewood Valley DR. Katy TX 77494

APPLICANT'S NAME (IF NOT OWNER) Wade Davis

APPLICANT'S PHONE NUMBER 281-633-1122 FAX NUMBER N/A

LEGAL DESCRIPTION: LOT NO. 28 OR TRACT _____
BLOCK NO. 53 PLAT _____
ADDITION Averill SURVEY _____

REASON FOR REQUEST OF A CERTIFICATE OF APPROPRIATENESS: To restore house for habitation, eliminate 6 windows, replace missing/broken windows remove remaining composite shingles from exterior walls/front, replace & restore ext. walls with orig shiplap siding (New), replace roof & paint. Same colors - white w/grey Body

HAS REQUEST BEEN MADE BEFORE (Y/N) N IF YES, DATE: _____

TYPE OF REQUEST: PAINT ✓ NEW CONSTRUCTION _____ DEMOLITION _____
See addendum
FENCING _____ MISCELLANEOUS ✓

SIGNATURE OF APPLICANT/OWNER: Wade Davis DATE: 11/25/15

APPROVED: YES ✓ NO ✓

PLANNING MANAGER _____ DATE _____

HISTORIC LANDMARK COMMISSION Adria Ward DATE 12/14/15

COMMENTS: All APPROVED EXCEPT FOR REMOVAL OF 6 WINDOWS.

November 25, 2015

Addendum to the Application for a Certificate of Appropriateness

RE: 2628 North St. Beaumont, Texas 77702

Subject: Restoration of Home in the Historic District

Background:

This house was purchased in 2013 by Sam and Sybil Davis. The house sat vacant for over six years while being probated. This home was purchased from the heirs of the estate. Amazingly, the house remains in relatively good condition and has experienced only moderate modification over the years. At some point, there was an addition made to the right (East) side of the house. A large porch with a flat roof was enclosed, wired, carpeted and paneled inside with an aluminum sliding window and vinyl siding were added to the exterior. The windows along the East wall in the living room and the windows along the West wall in the front and rear bedrooms were covered with sheetrock. The trim and weights were removed and the windows nailed shut. Several window AC units were added to the house. The original kitchen window was replaced with an aluminum one and a window unit was installed. Additionally, at some point, new exterior siding was added over the original shiplap siding. This was a composite shingle very similar to a roof shingle only thicker (same finish). This was probably added to increase the heat retention of the house as there is no insulation in the walls. The upside to this alteration was a well preserved shiplap siding that has only one coat of paint on it. The wood is in excellent condition except along the lower sides of the house where water damaged the wood and caused rot.

Last year, the owners obtained a permit from the City to have the foundation leveled. The house sloped approximately 8 inches from the front fight to the rear left. Prior to having the house leveled, it was discovered that two honey bee hives were active inside the exterior walls and had to be removed before the house levelers could do their job. The removal required removing the grey shingles from the rear and right (East) walls and cutting out large sections of shiplap siding. The effort was successful and the shiplap was repaired with existing and new material. In addition, several boards were damaged by the levelers and some low hanging boards were rotten.

The house sits on a small 50' wide lot. There is a driveway on the right side of the property and a single car garage at the rear. The house on the left (West) side also sits on a 50' lot with a concrete drive way right up against our property line. There is only two (2) feet between our house and the neighbor's driveway (property line). The house is rented out to illegals from Central America. Earlier this year, the Houston police department and FBI showed up in half a dozen unmarked vehicles and raided the house. I spoke with the lead detective and was told that the person they were looking for was not there but they had identified fourteen (14) illegals living in the house. I was not aware of that many men living in the 'single family' house until recently. I've noticed up to ten (10) vehicles parked in front and along the side of the house. On the weekends, I've driven by late at night and noticed several men standing in the driveway drinking beer and listening to music. The following day, I would find dozens of beer cans and bottles (some broken) in our yard. The windows along the side of our house facing this property (drive way) have been vandalized - screens cut/window panes broken. In addition to parking their cars right outside our bedroom windows, the tenants work on their cars and stand around drinking beer and listen

to music. This single family home has been converted into a duplex with a rear stair/entrance. These tenants come and go at all hours of the night and walk right beside our bedroom windows. It is worse than living on a zero lot line in a townhouse community. Besides the noise, partying, drinking and comings and goings, there has been a recycling business run out of the back yard for some time now. Deliveries of junk, mostly recyclable materials such as AC units, water heaters, refrigerators, etc., are brought onto the property and broken down. Then, the material is hauled off on trucks and trailers. We thought we were buying into a single family neighborhood but, the residence next door is anything but.

We have basically two options – put up a six foot privacy fence 18' from our side exterior wall blocking the view (to an extent) of the neighbor's house. This would eliminate vandalism, peeping toms and trash being deposited along the side of the house but, it will not address the other issues. We have three (3) bedrooms and two (2) bathrooms along this side of the house and the common sense solution is to remove two sets of bedroom windows. The front and rear bedrooms currently have five (5) and four (4) windows respectively so removing two side windows from each room which were covered up with 3/8" sheetrock would not only provide a solid wall in which to place a bed against but still allow adequate light and ventilation into the room while still preserving the historical integrity of the house.

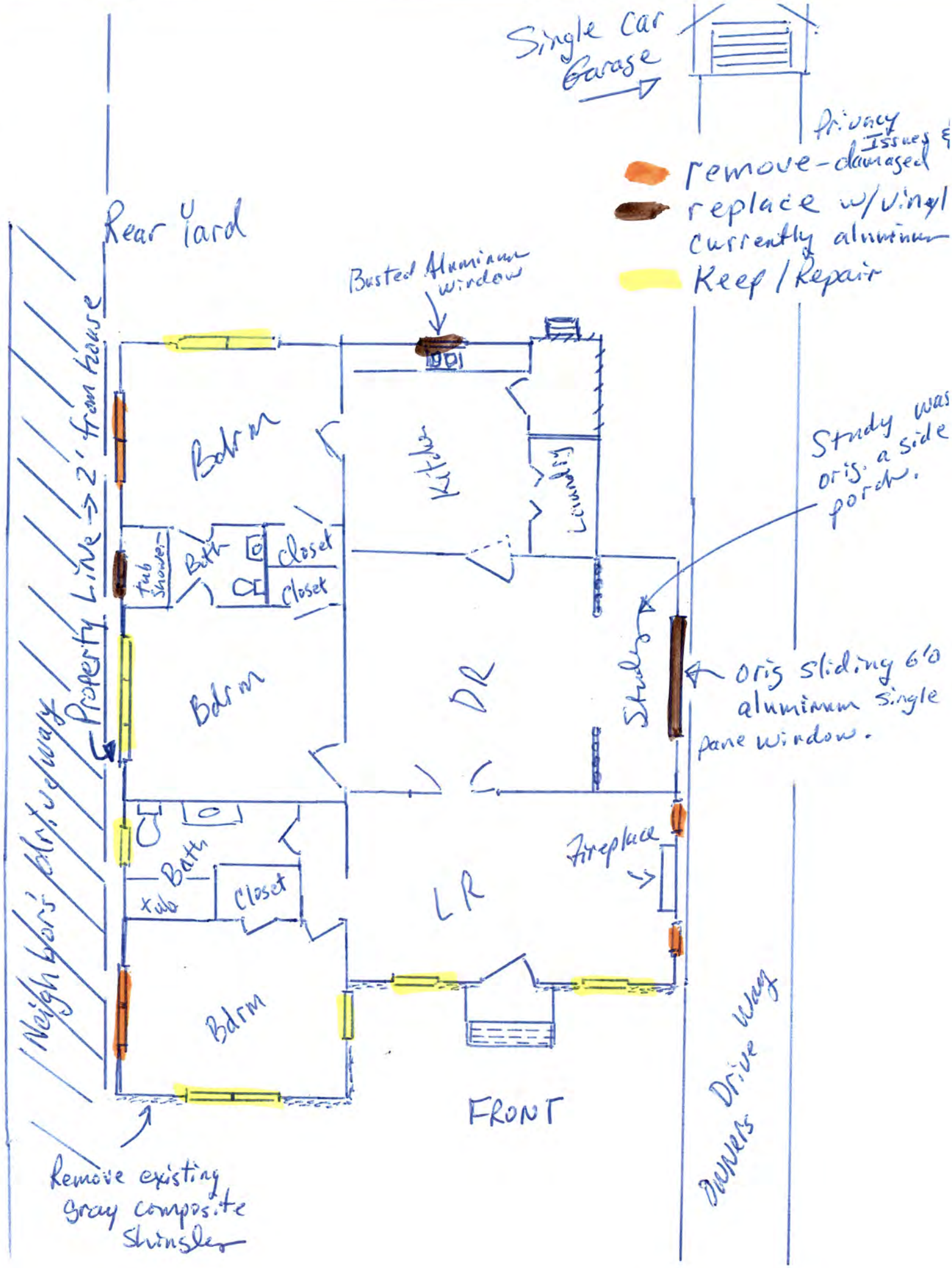
The front living room has a similar situation in that two windows face a neighbor's house however, there is a driveway providing a barrier of sorts. The problem is that the prior owner damaged the windows when they removed the trim, weights and nailed the windows permanently shut before covering them with sheetrock. There is an imitation fireplace with gas heater in the living room that encroached into the windows flanking it. Originally there were four windows in the living room – two facing the street and two flanking the fireplace on the right (East) side. It would create an eyesore to replace the two windows with new vinyl ones when we intend to keep the remaining original windows in place. Again, we do not believe the historical or architectural integrity will be affected by removing these six (6) windows. The Greek Revival Architecture on the front of the house is intact and original and will be preserved. This cottage will blend nicely into the neighborhood once the remodel is complete. We are requesting permission to make the following improvements:

- Remove six windows as specified herein and highlighted on the attached drawing;
- Replace the two aluminum windows with energy efficient white single hung vinyl windows;
- Remove the remaining ugly grey shingles from the exterior (front) walls of the house;
- Cover and replace all damaged and missing boards with new shiplap siding to match;
- Insulate the exterior walls where possible prior to installing the new shiplap siding;
- Prime and paint the exterior in white and trim the shutters in either black or charcoal grey.
- Replace the roof with new 20 year three-tab shingles in either black or charcoal grey.
- Repair the front brick steps and add concrete to provide stability and longevity.
- In effect, return the cottage house to its original, like new condition.

Our goal is to begin work after the first of the year. We will obtain any and all permits necessary to perform the work and hope the committee will allow us these variances and requests as we strive to return a small architectural gem to like new condition.

Sincerely,

Wade Davis


Single Car Garage
Privacy Issues &
remove - damaged
replace w/vinyl currently aluminum
Keep / Repair
Rear Yard
Busted Aluminum window
Bdrm
Kitchen
Laundry
Study was orig. a side porch.
Bath
tub shower
closet
closet
Bdrm
DR
Studio
orig sliding 6'0 aluminum single pane window.
Property Line → 2' from house
Neighbors' driveway
Bath
tub
closet
LR
Fireplace
Bdrm
FRONT
Drive way
Owners
Remove existing gray composite shingles

ORDINANCE NO.

ENTITLED AN ORDINANCE CONSIDERING AN APPEAL OF THE HISTORIC LANDMARK COMMISSION'S DECISION TO DENY THE REQUEST FOR A CERTIFICATE OF APPROPRIATENESS TO ELIMINATE SIX (6) WINDOWS FROM A HOUSE LOCATED AT 2628 NORTH STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Sam P. Davis has requested a Certificate of Appropriateness to eliminate six (6) windows from the house located at 2628 North Street and replace with siding; and,

WHEREAS, Mr. Davis claims the activity next door, to the west, is disturbing to tenants and the removal of the windows is necessary for privacy; and,

WHEREA, the house is listed in the 1991 Survey and Preservation Analysis of Resources and Environment (SPARE) Beaumont Historic Survey; and,

WHEREAS, on February 8, 2016, the Historic Landmark Commission voted 8:0 to deny the Certificate of Appropriateness for the elimination of six (6) windows from a house located at 2628 North Street and replace with siding; and,

WHEREAS, the City Council is of the opinion that the Historic Landmark Commission's decision to deny the request for a Certificate of Appropriateness to eliminate six (6) windows from the house located at 2628 North Street and replace with siding is/is not in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT an appeal of the Historic Landmark Commission's decision to deny the request for a Certificate of Appropriateness to eliminate six s(6) windows from the house located at 2628 North Street and replace with siding is hereby granted/denied to Sam P. Davis, his legal representatives, successor and assigns.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

8

March 15, 2016

Consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 15 to 14 and increasing the number of Grade I (Officer) positions from 196 to 197 in the Beaumont Police Department

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	James P. Singletary, Chief of Police
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 15 to 14 and increasing the number of Grade I (Officer) positions from 196 to 197 in the Beaumont Police Department.

BACKGROUND
A Grade III Lieutenant's position in Emergency Management is vacated due to a promotion. Chief Singletary wishes to delete this vacant position and create a new Grade I Officer position within the Police Department.

RECOMMENDATION
Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING SECTION 2.03.075 OF THE CODE OF ORDINANCES BY REDUCING THE NUMBER OF GRADE III LIEUTENANT POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM FIFTEEN (15) TO FOURTEEN (14) AND INCREASING THE NUMBER OF GRADE I OFFICER POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM ONE HUNDRED NINETY-SIX (196) TO ONE HUNDRED NINETY-SEVEN (197); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

Section 1.

That Chapter 21, Section 2.03.075, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to decrease the number of Grade III Lieutenant positions in the Beaumont Police Department from fifteen (15) to fourteen (14) and increase the number of Grade I Officer positions in the Beaumont Police Department from one hundred ninety-six (196) to one hundred ninety-seven (197).

Section 2.

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 3.

All ordinance or parts of ordinances in conflict herewith, including conflicting portions of the City Budget, are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of March, 2016.

_____

- Mayor Becky Ames -

PUBLIC HEARING

* Receive comments on the Public Services and Public Facilities and Improvements line items of the Consolidated Grant Program's 2016 Annual Action Plan

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	March 15, 2016
REQUESTED ACTION:	Council conduct a Public Hearing to receive comments on the Public Services and Public Facilities and Improvements line items of the Consolidated Grant Program's 2016 Annual Action Plan.

BACKGROUND

As mandated by the U. S. Department of Housing and Urban Development (HUD), City Council has conducted public hearings and work sessions in previous years prior to adopting the City's Annual Action Plan. Community Development Staff, along with the Community Development Advisory Committee (CDAC), hosted Public Hearings in order to receive public comments on the process and activities related to the Preliminary 2016 Annual Action Plan. Attached is the proposed Preliminary Budget for the 2015 Program Year.

The proposed Preliminary Budget reflects allocations of $1,266,349 in Community Development Block Grant (CDBG) funding, an estimated $100,000 in Program Income and $367,763 in HOME funding. Prior to its submission to HUD for approval, City Council will consider adopting the final Annual Action Plan on or about April 26, 2016.

FUNDING SOURCE

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant and HOME Investment Partnership Grant funds.

RECOMMENDATION

Council conduct the Public Hearing.

2016 HUD CONSOLIDATED GRANT PROGRAM

Preliminary

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	2016 Budget
HOUSING	
Minor Repair Administration	30,000
Funds will be used for personnel and operating expenses necessary for compliance with the planning, execution, and regulatory requirements associated with the implementation of the Minor Repair grant program.	
Minor Repair Projects	30,579
Funds will be used for the minor repair of homes at a maximum of $6,500 each. Funding will be used to assist low/moderate income persons, primarily elderly and disabled.	
LAND BANK PROGRAM	
Funds would be used to acquire targeted vacant properties for redevelopment by non-profit partners. Also, funds would be used to develop a "Mow-to-Own" Program, allowing neighbors to take ownership of properties that are maintained by the neighbor, instead of relying on ongoing maintenance by city.	12,500
CLEARANCE AND DEMOLITION	55,000
Funds will be used to demolish unsafe, unsanitary and uninhabitable residential structures located in low to moderate income areas.	
PUBLIC FACILITY & IMPROVEMENT	825,000
Section 108 Loan Repayment for:	
Hotel Beaumont; Crocket Street; Jefferson Theater; Theodore R. Johns, Jr. Library; L.L. Melton YMCA	
PUBLIC SERVICES	60,000
Public Service Organizations	
Funds will be used for administrative and operating costs for various public service organizations that provide services to low/moderate income citizens.	
ADMINISTRATION	253,270
Funds will be used for personnel and operating expenses necessary for compliance with the planning, execution, and regulatory requirements associated with the implementation of the HUD Consolidated Grant Program.	
TOTAL ENTITLEMENT	**1,266,349**
Program Income	**100,000**
Small Business Loan	
Historic Preservation Loan Fund	
Clearance and Demolition	
*Program Income is Estimated	
TOTAL CDBG	**1,366,349**

2016 HUD CONSOLIDATED GRANT PROGRAM

Preliminary

	2016 Budget
HOME	
AFFORDABLE HOUSING PROGRAM	
Funds will be awarded to a non-profit housing development organization that will assist low/moderate income families in the process of acquiring a home (down payments assistance/closing costs, and mortgage buy downs).	
HOME ADMINISTRATION (10%)	36,776
CHDO OPERATING (5%) (Community Housing Development Organization Operating)	18,388
CHDO RESERVE (15%) (Community Housing Development Organization Reserve)	55,164
ENTITLEMENT (70%)	257,435
TOTAL HOME	367,763