BEAUMONT
TEXAS

**REGULAR MEETING OF THE CITY COUNCIL**
**COUNCIL CHAMBERS AUGUST 23, 2016 1:30 P.M.**

## CONSENT AGENDA

* Approval of minutes – August 16, 2016

* Confirmation of committee appointments

Punit "Seth" Sheth would fill the unexpired term of Albert Elder on the Convention and Tourism Advisory Board. The current term will expire September 30, 2017. (Mayor Becky Ames)

A) Approve a resolution supporting Councilmember W.L. Pate's candidacy for President-Elect of Texas Municipal League

B) Authorize the City Manager to sign a Memorandum of Understanding with the Area Agency on Aging related to the 2-1-1 Area Information Center

C) Authorize the City Manager to update a memorandum of agreement with Baptist Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during emergency operations

D) Authorize the City Manager to update a memorandum of agreement with Christus Saint Elizabeth Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during emergency operations

E) Authorize the City Manager to modify Resolution 16-125, authorizing application for the Office of the Governor Criminal Justice Division Body-Worn Camera Program Grant

F) Authorize the City Manager to update a memorandum of agreement with Beaumont Preservation Partners, which is providing parking shelter for City of Beaumont equipment during emergency operations

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Punit "Seth" Sheth is appointed to the Convention and Tourism Advisory Board to fill the unexpired term of Albert Elder. The term will commence August 23, 2016 and expire September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -

A

BEAUMONT
TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Chris Jarmon, Executive Assistant to the City Manager

**MEETING DATE:** August 23, 2016

**REQUESTED ACTION:** Council consider a resolution supporting Councilmember W.L. Pate's candidacy for President-Elect of TML.

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**BACKGROUND**
Councilmember W.L. Pate is a member of the Texas Municipal League (TML) and currently serves as the President for TML Region 16. Councilmember Pate wishes to continue his service to TML and has expressed an interest in serving as President-Elect of TML. Mr. Pate is asking for a resolution of support from the City Council for his candidacy.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Approval of resolution.

BEAUMONT
TEXAS

**A RESOLUTION SUPPORTING COUNCILMEMBER W.L. PATE'S CANDIDACY FOR PRESEIDENT-ELECT OF TML**

WHEREAS, the Texas Municipal League, or TML, President is given the responsibility of appointing individuals to serve on the TML Nominating Committee; and

WHEREAS, the TML Nominating Committee will review applications and select an individual to serve as President-Elect of TML; and

WHEREAS, Councilmember W.L. Pate currently serves as President for TML Region 16; and

WHEREAS, Councilmember W.L. Pate has expressed an interest in serving as President-Elect of TML; and

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

SECTION 1: That the City Council of the City of Beaumont supports Councilmember W.L. Pate's candidacy for President-Elect of TML.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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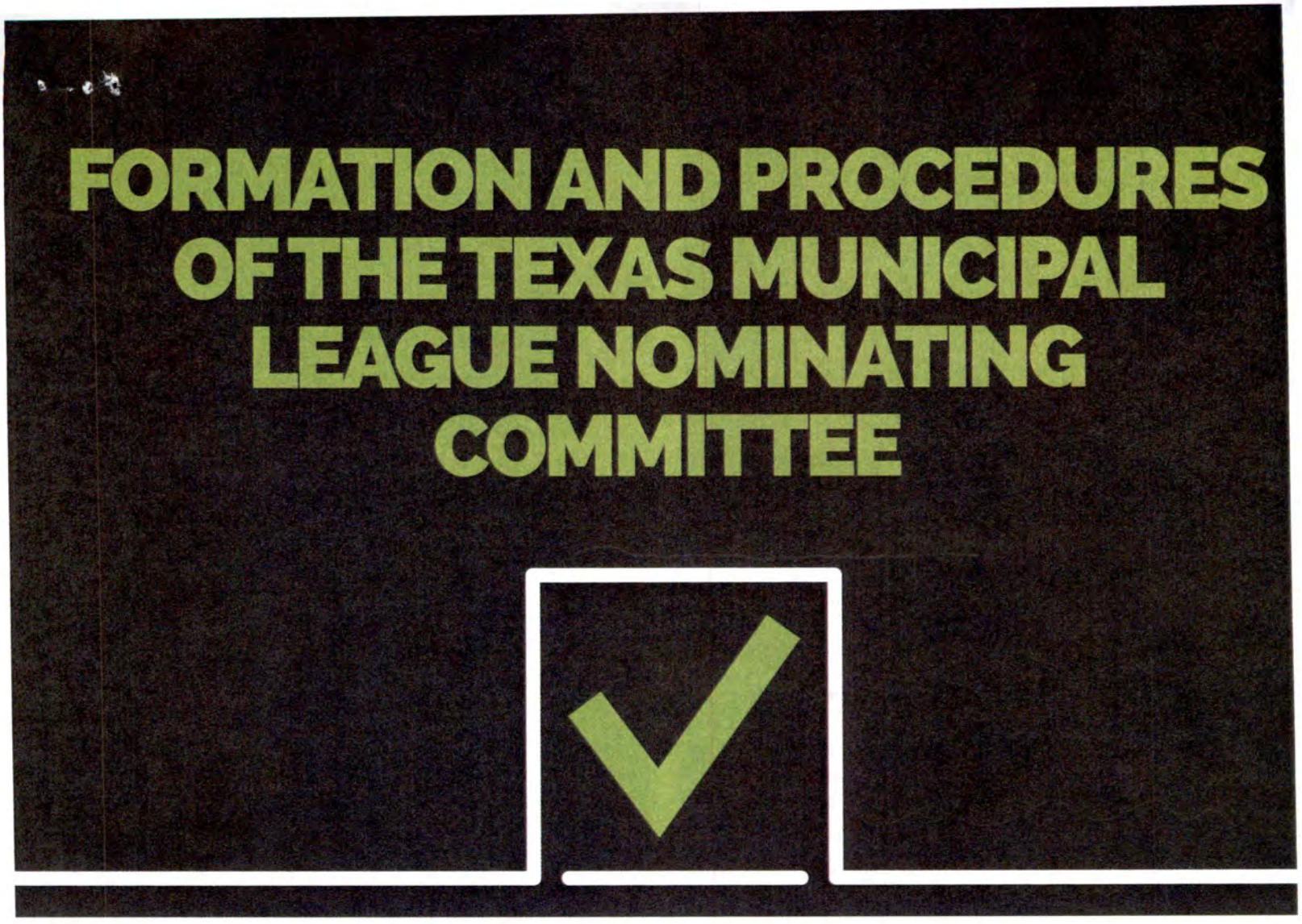
Becky Ames, Mayor

# FORMATION AND PROCEDURES OF THE TEXAS MUNICIPAL LEAGUE NOMINATING COMMITTEE



**Editor's Note:** The following information describes the TML nominating procedures. In accordance with those procedures, this information must be published in the July issue of *Texas Town & City* magazine.

The TML Nominating Committee shall be formed and shall conduct its activities under the following TML Board-adopted policies.

## Formation of a Nominating Committee

During the June meeting of the TML Board of Directors, the TML President shall appoint a TML Nominating Committee to be made up of not less than five nor more than seven members of the TML Board of Directors, all of whom shall be elected officials.

The most immediate TML Past President shall chair the Nominating Committee, and two other Past Presidents shall be appointed to the Committee.

The TML President shall attempt to make appointments in a way that balances the Nominating Committee with regard to gender, ethnicity, geographic regions, city size, and other relevant factors.

Following the June meeting of the TML Board of Directors, all Board members and all member cities shall be notified of the composition of the Nominating Committee and of the procedures to be used by the Committee. Specifically, such information shall be printed in the issue of *Texas Town & City* magazine that is published in July.

City officials are hereby informed that the 2015 TML Nominating Committee is made up of the following TML Board members:

TML Past President Jungus Jordan, Councilmember, Fort Worth – Chair
TML Past President Guy Goodson, City Attorney, Vidor
TML Past President Henry Wilson, Councilmember, Hurst
Mary Dennis, Mayor, Live Oak
Barbara Hooten, Mayor, Menard
Ray Lopez, Councilmember, San Antonio

## Procedures of the Nominating Committee

A candidate for TML President-Elect must be: 1) an elected city official of a member city; 2) a member of the TML Board of Directors; and 3) shall declare his or her candidacy by completing a Candidate Data Form and mailing a sufficient number of those forms to:

Nominating Committee
c/o Bennett Sandlin, Executive Director
Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, Texas 78754-5101

Candidate Data Forms may be obtained from the TML Executive Director.

A candidate for TML President-Elect must submit seven copies of the Candidate Data Form along with any attachments to that form. That material must be mailed and must be postmarked prior to September 1. No material may be faxed or emailed. The TML Executive Director shall distribute the submittal materials to Committee members.

The Candidate Data Form submitted by a candidate for TML President-Elect must include a copy of a resolution of support from the candidate's municipal governing body and may include a biographical sketch or résumé.

If there are two or more candidates for the position of TML President-Elect, the Nominating Committee shall interview the candidates no sooner than September 1 and no later than the day on which the Nominating Committee makes its report to the TML Board of Directors during the TML Annual Conference. The specific times and places for such interviews shall be coordinated by the TML Executive Director. The TML Executive Director shall not be present during deliberations except at the unanimous request of the Nominating Committee members present.

Members of the Nominating Committee may seek candidates for TML President-Elect prior to September 1.

All persons who are eligible to run for TML President-Elect shall be informed that the TML Nominating Committee will base its decision on the candidates' qualifications and interviews, and not on the basis of campaigning directed to the Nominating Committee, the TML Board of Directors, other city officials, or member cities.

If, at the time of the June meeting of the TML Board of Directors, the position of President-Elect is vacant and the TML President is ineligible for another term as TML President, these procedures of the TML Nominating Committee shall also govern the nominating process for the position of TML President.

## Report of the Nominating Committee

The Nominating Committee shall make a written report to the TML President prior to the time the Committee will make its oral report to the TML Board of Directors at the TML Annual Conference. That meeting shall be an open meeting and shall be listed in the Annual Conference Program.

The Nominating Committee shall nominate one Board member for TML President and one Board member for TML President-Elect.

## Action on the Nominating Committee Report

Following the oral report of the Nominating Committee, the position of TML President shall be considered first and separate from the position of TML President-Elect.

Nominations from the floor shall be allowed. Three TML Board members must second any nomination from the floor for either TML President or TML President-Elect. A TML Board member may nominate himself or herself or may second his or her nomination. A nomination from the floor does not require the suspension of any rules of procedure.

If an election is contested, each candidate may address the TML Board of Directors for no more than three minutes. No other person may speak on behalf of a candidate.

If an election is uncontested, the vote shall be by voice vote.

If an election is contested, the vote shall be by written ballot. In that case, the TML President shall appoint two disinterested persons from the TML Board or staff to act as tellers to count the ballots.

If an election is contested by three or more candidates, the candidate who receives the most votes shall be declared the winner. There shall be no run-off, except in the case of a tie for the most votes. ★

TML
TEXAS
MUNICIPAL LEAGUE

RESOLUTION NO.

WHEREAS, the Texas Municipal League, or TML, President is given the responsibility of appointing individuals to serve on the TML Nominating Committee; and,

WHEREAS, the TML Nominating Committee will review applications and select an individual to serve as President-Elect of TML; and,

WHEREAS, Councilmember W.L. Pate currently serves as President for TML Region 16; and,

WHEREAS, Councilmember W.L. Pate has expressed an interest in being nominated to serve as President-Elect of TML;

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 Council of the City of Beaumont supports Councilmember W.L. Pate's candidacy for President-Elect of TML.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -

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BEAUMONT
TEXAS

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| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Chris Jarmon, Executive Assistant to the City Manager |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution authorizing the City Manager to sign a Memorandum of Understanding with the Area Agency on Aging related to the 2-1-1 Area Information Center. |

**BACKGROUND**
The Area Agency on Aging, which is a division of the Southeast Texas Regional Planning Commission (SETRPC), operates the 2-1-1 Area Information Center. 2-1-1 is a confidential and free helpline that provides referral and information services to individuals seeking information on social services, health and human services, and financial services. The MOU provides that any calls Beaumont 3-1-1 receives that can be handled by 2-1-1 will be directed to 2-1-1, and any calls that 2-1-1 receives that can be handled by 3-1-1 will be sent to Beaumont 3-1-1.

This MOU is reviewed on an annual basis.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and the Area Agency on Aging relating to the 211 Area Information Center and Beaumont 311. The Memorandum of Understanding 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 23rd day of August, 2016.

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- Mayor Becky Ames -

Memorandum of Understanding
between
Area Agency on Aging of Southeast Texas
2-1-1 Area Information Center of Southeast Texas
and
City of Beaumont 3-1-1 Helpline

This Memorandum of Understanding is between the Area Agency on Aging of Southeast Texas, 2-1-1 Area Information Center of Southeast Texas, and the City of Beaumont 3-1-1 Helpline. The purpose of this understanding is to ensure a cooperative working agreement and exchange of information between 2-1-1 Area Information Center of Southeast Texas and City of Beaumont 3-1-1 Helpline. This understanding provides that both agencies will cooperate and mutually support each other to the extent necessary to ensure that all Southeast Texas citizens have access to Information and Referral (I&R) resources and non-emergency services and information.

AAASET 2-1-1 Area Information Center of Southeast Texas agrees to:

- Maintain an accurate, organized system of regional health and human service resources in a centralized database for Hardin, Jefferson, and Orange counties.
- Maintain a centralized, well-staffed 2-1-1 Texas Area Information Center, which operates during normal business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday. Twenty-four hour coverage is provided by routing after-hour, weekend, and holiday calls to the United Way of Greater Houston 2-1-1 Area Information Center.
- Follow pre-established protocols to direct any non-emergency City of Beaumont related calls toBeaumont3-1-1as quickly as possible. If the individual is able to hang up and dial 3-1-1, they will be directed to do so. However, if they are unable to hang up and dial3-1-1 themselves they will be transferred to 409-980-8311. Otherwise, protocols and procedures developed collaboratively by 3-1-1 and 2-1-1will be followed.
- Provide 3-1-1 with after-hours contact information for 2-1-1 Area Information Center of Southeast Texas management staff and United Way of Greater Houston 2-1-1 Area Information Center management staff.
- Provide United Way of Greater Houston 2-1-1 Area Information Center with contactinformation for City of Beaumont 3-1-1 Helpline.
- Provide access to local resources via an online database at www.211.setrpc.org.
- As requested by Beaumont 3-1-1 staff, provide in-service training to 3-1-1 staff regarding 2-1-1 Area Information Center of Southeast Texas and the delivery of non-emergency information.
- Provide increased accessibility to 2-1-1 Area Information Center of Southeast Texas by providing Language Line Service availability.

City of Beaumont 3-1-1 agrees to:

- Work closely and collaboratively with 2-1-1 Area Information Center of Southeast Texas to ensure that relevant social and human service calls and information requests are directed to 2-1-1 Area Information Center of Southeast Texas.

EXHIBIT "A"

- On an as-needed basis, provide appropriate in-service training to 2-1-1 Area Information Center of Southeast Texas staff regarding the services, operational strategies and call transfer procedures of 3-1-1.
- Notify 2-1-1 Area Information Center of Southeast Texas immediately of any problems that may arise or become known to 3-1-1 regarding confusion in 3-1-1 and 2-1-1 calls, or issues concerning call transfer procedures, service delivery, printed or electronic resource materials, or other areas that might hinder a positive working relationship between the parties.

This agreement is made in the spirit of cooperation between the Area Agency on Aging of Southeast Texas, 2-1-1 Area Information center of Southeast Texas, and City of Beaumont3-1-1, with the goal of having calls properly directed calls to Beaumont3-1-1 and2-1-1 Texas.

Compensation:

- No compensation shall be paid to either party for providing services under this MOU.

Term:

- This agreement shall be effective for a period not to exceed one (1) year from the date of execution.

For AAASET 2-1-1 AIC of Southeast Texas:

Colleen Halliburton, Director Date
Area Agency on Aging of Southeast Texas
2-1-1 AIC of Southeast Texas

For City of Beaumont

Kyle Hayes, City Manager Date
City of Beaumont

C

BEAUMONT
TEXAS

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|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | James Singletary, Chief of Police |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution authorizing the City Manager to update a memorandum of agreement with Baptist Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during emergency operations. |

**BACKGROUND**

A formal agreement with Baptist Hospitals of Southeast Texas was approved in 2006 to provide additional sheltering facilities for City personnel and equipment. An update was then approved on August 24, 2010. This agreement was exercised during Hurricane Ike, when the facility provided shelter and housing for City resources. In the event hospital food service is available during sheltering operation, a set fee may be invoiced to the City for meals provided as stated in the agreement. This would be eligible as a reimbursable expense in the event of a federal disaster declaration. The revision will update the agreement in line with the needs of the City and the hospital by adjusting the points of contact, reducing the number of people needing sheltered and removing reference to FEMA which was not needed.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to update and execute a memorandum of agreement with Baptist Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during times of emergency operations. The memorandum of agreement is substantially in the form attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -

# MEMORANDUM OF AGREEMENT
# BETWEEN
# CITY OF BEAUMONT
# AND
# BAPTIST HOSPITALS OF SOUTHEAST TEXAS

1. **PURPOSE:** This agreement outlines actions of Baptist Hospitals of Southeast Texas for sheltering Beaumont Police, Fire and EMS Department employees in case of disaster, particularly with regard to anticipated hurricane strikes to this region. This written memorandum supplements ongoing verbal agreements, supports preparedness, and facilitates available reimbursement for this support during the recovery phase.

2. **AUTHORITY:** Approval by Baptist Hospitals of Southeast Texas administration, the Beaumont Police Department Chief of Police and the City of Beaumont City Manager.

3. **GENERAL:**

   a. SCOPE: This Memorandum of Agreement provides documentation for support between the City of Beaumont on behalf of the Beaumont Police Department (BPD) and the Baptist Hospitals of Southeast Texas (Baptist Hospital). Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements. Further, it does not mandate sheltering at the hospital, but provides availability for sheltering BPD personnel, for up to 72 hrs. If a term of this agreement is inconsistent with disaster declarations or emergency orders of a governing authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

   b. ASSUMPTIONS:

      (1) BPD will establish an on-scene command post, and shelter up to fifty (50) Police, Fire and EMS personnel as manpower allotments require.
      (2) BPD will provide immediate armed emergency response or full tactical emergency response including equipment if needed within the hospital.
      (3) BPD personnel and equipment will be allowed unrestricted and unescorted entry to the hospital.
      (4) BPD will be allowed any available space and at a minimum all driveways in the parking garage for BPD responders' equipment and vehicles.
      (5) Notification by BPD personnel of intent to initiate shelter operations at Baptist Hospital will be made as early as the need becomes evident, or when mandatory evacuation are announced for hurricane-related disasters.
      (6) Upon initiation of shelter operations, a BPD officer will respond to the hospital to coordinate with hospital staff and assist in maintaining adequate access to parking garage space as manpower allows.

(7) City of Beaumont will agree to reimburse costs of meals at the following rates: Hot Meals: $4.50; Cold Meals: $3.25 per meal. This service is optional to the City and will be offered contingent on Baptist Hospital's ability to provide the service.
(8) In the event BPD assistance is desired, contact may be made in person, or through the police dispatch emergency line, 832-1234, or non-emergency line, 880-3865 if communication lines are operational.
(9) Baptist Hospital will make provisions to minimize employee use and access to or transit through provided shelter space.
(10) As availability permits, Baptist Hospital will provide sufficient beds and one set of linen, as well as one hot meal and two cold meals per day. Meal costs will be invoiced to the City of Beaumont.
(11) BPD retains command and control authority over all assigned City of Beaumont personnel.

**4. RESPONSIBILITIES:**

a. **FINANCIAL MANAGEMENT:** No expenditures or purchases will be encumbered by any party through this agreement.

b. **LOGISTIC SUPPORT:**

(1) PLANS: There will be no additional plans to accompany this Memorandum of Agreement.
(2) MAINTENANCE: All agencies will be responsible for maintenance of their respective equipment or facilities.
(3) SUPPLY: All agencies will be responsible for any supplies they may require. Beds, linen and food will only be provided by Baptist Hospital if supplies are available.
(4) TRANSPORTATION: All agencies will be responsible for their own transportation.
(5) MANPOWER: Each organization will be required to supply its own manpower.

c. **OPERATIONAL SUPPORT:** No operational support is anticipated at this time.

d. **AGREEMENT AND ADMINISTRATION:** This Memorandum of Agreement is effective immediately upon signature by all parties and will only be terminated after one party notifies the other party 30 days in advance requesting termination. The Memorandum of Agreement supersedes all previous related agreements and addendums. It will be reviewed every three years from the effective date.

e. **POINTS OF CONTACT:**

(1) Beaumont Police Department, Tim Ocnaschek, Emergency Management Coordinator (EMC), 255 College, Beaumont, Texas 77701. 24/7 Phone number (409) 880-3865.
(2) Beaumont Police Department, Mike Custer, Deputy EMC, 700 Orleans, Beaumont, Texas 77701. Phone numbers: (409) 980-7275 or 24/7 contact (409) 880-3865.

(3) Baptist Hospitals of Southeast Texas, Jeromy Jenkins, Administrative Director of Facility Management, P.O. Drawer 1591, Beaumont, Texas 77704; Phone number (409) 212-5080/fax 212-5090.
(4) Baptist Hospitals of Southeast Texas, David Parmer, C.E.O., P.O. Drawer 1591, Beaumont, Texas 77704; Phone number (409) 212-5012.
(5) Baptist Hospitals of Southeast Texas, Reggie Wasson, Safety Officer, P.O. Drawer 1591, Beaumont, Texas 77704; Phone number (409) 212-5096

**f. MODIFICATION:** This agreement may be modified upon mutual written consent of both parties.

**APPROVED BY**:

JAMES SINGLETARY
Chief of Police
Beaumont Police Department

Date:

JEROMY JENKINS
Administrative Director of Facility Management
Memorial Hermann Baptist Beaumont Hospital
Date:

KYLE HAYES
City Manager
City of Beaumont

Date:

DAVID PARMER
C.E.O
Memorial Hermann Baptist Beaumont Hospital

Date:

D

BEAUMONT
TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** James Singletary, Chief of Police

**MEETING DATE:** August 23, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to update a memorandum of agreement with Christus Saint Elizabeth Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during emergency operations.

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**BACKGROUND**

A formal agreement with Christus Saint Elizabeth Hospital was approved in 2006 to provide sheltering facilities for personnel and equipment for the City. An update was approved on August 24, 2010. The agreement was exercised during Hurricane Ike, when this facility provided shelter and housing for City personnel and vehicles. This revision will update the agreement in line with needs of the City and the hospital by adjusting the points of contact, reducing the number of people needing sheltered and removing reference to FEMA which was not needed.

**FUNDING SOURCE**

None.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to update and execute a memorandum of agreement with Christus Saint Elizabeth Hospitals of Southeast Texas, which is providing shelter and support facilities for City of Beaumont personnel and equipment during times of emergency operations. The memorandum of agreement is substantially in the form attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# CITY OF BEAUMONT
# AND
# CHRISTUS ST. ELIZABETH HOSPITAL

**This Memorandum of Understanding ("MOU")** entered into and effective this 1st day of September, 2016 ("Effective Date") by and between the City of Beaumont on behalf of the Beaumont Police Department ("BPD") and CHRISTUS Health Southeast Texas, a non-profit Texas corporation, d/b/a CHRISTUS St. Elizabeth Hospital ("Hospital"). Hereinafter individually may be referred to as a "Party" and collectively as the "Parties".

This MOU describes each party's responsibilities and duties as it pertains to the sheltering and care of up to fifty (50) members of the BPD, including an emergency services unit and staff members of the Beaumont Public Health Department, in emergencies and disasters. The emergency or disaster may be an "external" or "internal" event for either party and assumes that each affected party's emergency management plans have been fully implemented. This document addresses the relationships between and among the parties and is intended to augment, not replace, each entity's disaster plan.

This MOU provides the framework for the Hospital to provide emergency shelter and refuge services to the BPD during the disaster or emergency. This document does not replace but rather supplements the rules and procedures governing interaction with other organizations during a disaster (e.g., law enforcement agencies, the local emergency medical services, local public health department, fire departments, American Red Cross, etc).

By signing this Memorandum of Understanding each party is evidencing its intent to abide by the terms of the MOU in the event of a disaster as described above. The terms of this MOU are to be incorporated into both the BPD and Hospital's emergency management plans.

**NOW THEREFORE**, for in consideration of the premises and mutual understandings contained herein, the parties to this MOU understand that:

1. **PURPOSE:** This MOU outlines actions of the Hospital for sheltering applicable BPD personnel in case of disaster, particularly with regard to anticipated hurricane strikes to this region. This written memorandum supports emergency preparedness and facilitates available reimbursement for this support during the recovery phase;

2. **STATE DISASTER:** Both parties agree the duties and responsibilities contained within this MOU are intended for the circumstances involving a State-declared emergency or disaster;

3. **AUTHORITY:** Approval by Hospital administration, the Beaumont Police Department Chief of Police and the City of Beaumont City Manager.

## 4. GENERAL:

a. SCOPE: This Memorandum of MOU provides documentation for support between the BPD and the Hospital. Actions and MOUs herein apply only to the participating parties and are not intended to supersede existing regulations or MOUs. Further, it does not mandate nor require sheltering at the hospital in the event of an emergency or disaster, but provides availability for sheltering BPD personnel only, for up to seventy-two (72) hours. If any term of this MOU is inconsistent with applicable laws, regulations or statutes, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

b. **ASSUMPTIONS**:

(1) BPD will establish an on-scene command post, and shelter up to fifty (50) officers as manpower allotments require that will not in any way interfere, deter or prevent the Hospital from providing medical care services to its patients.

(2) BPD will provide immediate armed emergency response or full tactical emergency response including equipment if needed within the hospital that will not in any way interfere, deter or prevent the Hospital from providing medical care services to its patients.

(3) BPD personnel and equipment will be allowed unrestricted and unescorted entry to the hospital that will not in any way interfere, deter or prevent the Hospital from providing medical care services to its patients.

(4) BPD vehicles will be allowed space available and at a minimum all driveways in the parking garage next to Harrison St near the intersection of 11$^{th}$ St.

(5) Notification by BPD personnel of intent to initiate shelter operations at the Hospital will be made as early as the need becomes evident, or when mandatory evacuation are announced for hurricane-related disasters.

(6) Upon initiation of shelter operations, a BPD officer will respond to the Hospital to coordinate with Hospital staff and assist in maintaining adequate access to parking garage space as manpower allows.

(7) Hospital will provide space for BPD responder's equipment and vehicles in the parking garage as available, but at a minimum, all driveways therein. Specific plans will be made to reserve the Harrison parking garage for police use only.

(8) In the event BPD assistance is desired, contact may be made in person, or through the police dispatch emergency line, 832-1234, or non-emergency line, 880-3865 if communication lines are operational.

(9) Hospital will provide one consolidated space within the new wing addition to the hospital for up to fifty (50) BPD personnel, on the second or higher floor that will not in any way interfere, deter or prevent the Hospital from providing medical care services to its patients.

(10) Hospital will make provisions to minimize employee use and transit of provided shelter space.

(11) Hospital, if able, will provide sufficient beds, one set of linen, and three meals per day as applicable to the circumstances of the declared emergency or disaster,

(12) BPD retains command and control authority over all assigned BPD personnel emergency unit and staff members of the Beaumont Health Department, but not over any Hospital employees, associates, patients or patient family members or associates.

5. **LOGISTIC SUPPORT:**

(1) PLANS: There will be no additional plans to accompany this MOU.
(2) MAINTENANCE: Both parties will be responsible for maintenance of their respective equipment or facilities.
(3) SUPPLY: Both parties will be responsible for any supplies they may require. Beds, linen and food will only be provided by the Hospital if applicable supplies are available.
(4) TRANSPORTATION: Both parties will be responsible for their own transportation.
(5) MANPOWER: Both Parties will be required to supply its own manpower.

6. **OPERATIONAL SUPPORT:** No operational support is anticipated at this time.

7. **MOU AND ADMINISTRATION:** This MOU is effective immediately upon signature by all parties and will only be terminated after one party notifies the other party 30 days in advance requesting termination. The MOU will be reviewed every three years from the effective date.

8. **AMENDMENT AND ASSIGNMENT**. This MOU shall not be modified or amended in any respect except by written MOU executed by the Hospital and the BPD in the same manner as this MOU is executed. This MOU shall not be assigned, directly or indirectly, by the BPD. Any attempted assignment by the BPD shall be void and of no force or effect. This MOU is freely assignable by the Hospital to any successor entity or any entity related by ownership or control.

9. **TRAINING**: Both parties will develop applicable procedures to train and exercise their organizations and staff to ensure that the procedures and activities discussed herein will be tested, evaluated, and revised annually as needed.

10. **PLANNING**. Both parties will undertake a continuing program of cooperative planning and coordination to explore, identify, and resolve potential hindrances and obstacle to effectual cooperation in preparedness, response and recovery phases of the sheltering, refuge and potential care of BPD personnel during emergencies and disasters.

11. **COMPLIANCE**. Each party recognizes and acknowledges that each party will have access to certain confidential and proprietary information of both the Hospital and the BPD and that such information constitute valuable, special and unique property of each party. Therefore, each party represents and warrants that neither the BPD, Personnel nor the Hospital will, during or after the term of this MOU, without the prior written consent of the applicable party, disclose any such confidential or proprietary information to any other person, firm, corporation, association, or any other entity for any reason or purpose

whatsoever, except as may be ordered by a court or governmental BPD or as may otherwise be required by law. Each party further agrees that should this MOU terminate, BPD and Personnel will neither remove nor retain any papers, records, files, computer programs or software, other documents or copies thereof, or other confidential or proprietary information of any kind belonging to the Hospital. BPD shall instruct all BPD Personnel that the Hospital requires adherence to the doctrinal and moral tradition of the Roman Catholic Church as expressed in the Ethical and Religious Directives for Catholic Care Services and the Hospital's ethical policies, which will be provided to BPD to be communicated with BPD Personnel. BPD and BPD Personnel will comply with all applicable federal, state and local laws, rules, regulations and guidelines, as may be amended from time to time. BPD and BPD Personnel shall comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), governing the privacy and security of health information. To the extent required by applicable law, BPD and BPD Personnel shall implement and maintain such privacy and security safeguards as necessary to ensure that Protected Health Information is adequately protected from unauthorized access.

12. **ENTIRE MOU**. This MOU constitutes the entire MOU between the parties with respect to the subject matter hereof and all prior MOUs, communications, representations, or inducements, whether oral or written, not specifically expressed herein, shall be of no effect and are merged into this MOU.

13. **NOTICES**. Any and all notices or demands permitted or required by or under this MOU shall be in writing and may be hand delivered, telecopied or delivered by United States Certified Mail, Return Receipt Requested. Any notice or demand delivered by hand or telecopied shall be deemed made and delivered on the date hand delivered or telecopied. Any notice or demand delivered by United States Certified Mail shall be deemed made and delivered on the date of receipt, as evidenced by the addressee's signature on the return receipt, or, if such letter is refused or unclaimed, the notice, demand or payment shall be deemed made and delivered as of 12:00 noon on the third (3rd) business day following the date such letter was deposited into a depository for the mail, properly addressed, postage prepaid, to the other party at the address set forth below, or to such other address as either party may properly notify and designate in writing to the other party.

    - Beaumont Police Department, Tim Ocnaschek, Emergency Management Coordinator (EMC), 255 College, Beaumont, Texas 77701. 24/7 Phone number (409) 880-3865.
    - Beaumont Police Department, Mike Custer, Deputy EMC, 700 Orleans, Beaumont, Texas 77701. Phone numbers: (409) 980-7275 or 24/7 contact (409) 880-3865.
    - Hospital, Jack Patrick Briggs, Regional Director of Risk Management, 2830 College, Beaumont, Texas 77702; Phone numbers: (409) 899-7055, fax 899-7493.

14. **REPRESENTATION**. BPD represents that it will inform its employees that it will not in any way interfere, deter or prevent the Hospital from providing medical care services to its patients while the Hospital is providing the refuge and sheltering of BPD Personnel

**APPROVED BY**:

JAMES P. SINGLETARY
Chief of Police
Beaumont Police Department

Date:

JACK PATRICK BRIGGS
Regional Director of Risk Management
Christus St. Elizabeth Hospital

Date:

KYLE HAYES
City Manager
City of Beaumont

Date:

PAUL TREVINO
CEO
Christus Hospital

Date:

E

BEAUMONT
TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** James P. Singletary, Chief of Police

**MEETING DATE:** August 23, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to modify Resolution 16-125, authorizing application for the Office of the Governor Criminal Justice Division Body-Worn Camera Program Grant.

---

**BACKGROUND**

On July 12, 2016 Council approved the application for the Body Worn Camera program grant. The State Administrative Agency now requires certain elements be added to the City Resolution for program administration.

The City of Beaumont has made a preliminary application for the Body-Worn Camera Program through the Office of the Governor Criminal Justice Division program. The grant funds, if awarded, would provide $192,500 and the city would provide matching funds of $48,125. Award notice is expected by October 26, 2016.

The Body-Worn Camera program for the Police Department will provide 140 body cameras at approximately $1000 each, and the remaining funding will be used to provide hardware and software for retention of videos. This will cover the majority of the Police Operations Division personnel, with prioritized issuance to the uniformed officers in patrol, traffic, and special assignment unit functions and first line supervisors. The body cameras would be purchased from Watch Guard to expand the current approved in-car camera system.

**FUNDING SOURCE**

Capital Reserve.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the CITY COUNCIL finds it in the best interest of the citizens of Beaumont, that the Body-Worn Camera Project be operated for fiscal year 2016; and,

BE IT FURTHER RESOLVED THAT the CITY COUNCIL agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,

BE IT ALSO RESOLVED THAT the CITY COUNCIL agrees that in the event of loss or misuse of the Office of the Governor funds, the CITY COUNCIL assures that the funds will be returned to the Office of the Governor in full; and,

BE IT ALSO RESOLVED THAT the CITY COUNCIL designates the CITY MANAGER as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and,

BE IT ALSO RESOLVED THAT the CITY COUNCIL approves submission of the grant application for the Body-Worn Camera Project to the Office of the Governor.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

F

BEAUMONT
TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** James P. Singletary, Chief of Police

**MEETING DATE:** August 23, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to update a memorandum of agreement with Beaumont Preservation Partners, which is providing parking shelter for City of Beaumont equipment during emergency operations.

---

**BACKGROUND**
The original agreement was formalized in 2006 to provide shelter for vehicles belonging to the City of Beaumont during emergency operations. During Hurricanes Rita and Ike, this facility provided shelter for City assets. Points of contact were updated.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to update and execute a memorandum of agreement with Beaumont Preservation Partners, LLC, which is providing parking shelter for vehicles and equipment belonging to the City of Beaumont during times of emergency operations. The memorandum of agreement is substantially in the form attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

# MEMORANDUM OF AGREEMENT
# BETWEEN
# CITY OF BEAUMONT
# AND
# BEAUMONT PRESERVATION PARTNERS, LLC FOR THE PARKING GARAGE AT 505 ORLEANS

1. **PURPOSE:** This agreement outlines actions of Beaumont Preservation Partners, LLC in providing access to the parking garage at 505 Orleans for the purpose of sheltering vehicles assigned to members of the City of Beaumont Emergency Management Operations Center and the Beaumont Police Department. This memorandum is developed in the event of disaster or in the confirmed anticipation thereof, particularly with regard to anticipated hurricane strikes to this region. This written memorandum supplements ongoing verbal agreements, supports preparedness, and facilitates available reimbursement for this support during the recovery phase.

2. **AUTHORITY:** Approval by Ted Moore III, the Beaumont Police Department Chief of Police and the City of Beaumont City Manager.

3. **GENERAL:**

   a. SCOPE: This Memorandum of Agreement provides documentation for support between the City of Beaumont on behalf of the Beaumont Police Department (BPD) and Beaumont Preservation Partners, LLC, the current owner of the Orleans Plaza Building parking garage located at 505 Orleans. Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements. Further, it does not mandate sheltering vehicles in the parking garage, but only provides availability for sheltering appropriate vehicles for up to 72 hrs. If a term of this agreement is inconsistent with higher authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

   b. ASSUMPTIONS:

      (1) BPD will shelter personal and city vehicles as space allows.
      (2) BPD will provide entry control for the parking garage as necessary; allowances shall include the free ingress and egress of building owners and building management.
      (3) BPD personnel and equipment will be allowed unrestricted and unescorted entry to the parking garage.
      (4) Notification by BPD personnel of intent to initiate shelter operations using this parking garage will be made as early as the need becomes evident, or when mandatory evacuation is announced for hurricane-related disasters.
      (5) Beaumont Preservation Partners, LLC will allow access to the parking garage as needed, in accordance with Section 3.b.4, supra.
      (6) In the event BPD assistance is desired, contact may be made in person, or through the



EXHIBIT "A"

police dispatch emergency line, 832-1234, or non-emergency line, 880-3865 if communication lines are operational. Specific points of contact are listed below.

(7) Beaumont Preservation Partners, LLC will make provisions to minimize employee use and transit of the parking garage while police vehicles are stored therein to the extent possible by existing contracts with tenants.

**4. RESPONSIBILITIES:**

a. **FINANCIAL MANAGEMENT:** No expenditures or purchases will be encumbered by any party through this agreement.

b. **LOGISTIC SUPPORT:** No logistical support is anticipated for this agreement.

c. **OPERATIONAL SUPPORT:** No operational support is anticipated at this time.

d. **AGREEMENT AND ADMINISTRATION:** All parties place this Memorandum of Agreement in full force and effect upon signature. This is a binding contract, which shall remain in full force and effect for an indefinite period; however, for the purposes of unforeseen termination, a 'month-to-month' termination clause shall remain in full force and effect throughout. This clause shall be executed via a (30) day written notice from either party.

e. **POINTS OF CONTACT:**

(1) Beaumont Police Department Tim Ocnaschek, Emergency Management Coordinator (EMC), 255 College, Beaumont, Texas 77701. 24/7 Phone number (409) 880-3865.

(2) Beaumont Police Department, Mike Custer, Deputy EMC, 700 Orleans, Beaumont, Texas 77701. Phone numbers: (409) 980-7275 or 24/7 contact (409) 880-3865.

(3) Ted Moore III, Managing partner of parking garage located at 505 Orleans; daytime phone number 409-838-2700.

(4) Lisa Murray, General Manager of property located at 505 Orleans; daytime phone number 409-838-2700, 24 hour availability at (409) 382-0373.

e. **MODIFICATION:** This agreement may be modified upon mutual written consent of both parties.

f. **PROVISIONS:** See Addendum 'A', below.

[SIGNATURE PAGE TO FOLLOW]

**APPROVED BY**:

JAMES P. SINGLETARY
Chief of Police
Beaumont Police Department

Date:

TED MOORE JR.
Managing Partner
Beaumont Preservation Partners, LLC
Orleans Business Plaza Building Parking Garage

Date:

KYLE HAYES
City Manager
City of Beaumont

Date:

BEAUMONT
TEXAS

**REGULAR MEETING OF THE CITY COUNCIL**
**COUNCIL CHAMBERS AUGUST 23, 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 4-8/Consent Agenda
* Consent Agenda

**GENERAL BUSINESS**

1. Consider a rezoning request from R-S (Residential-Single Family Dwelling District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive district at 1350 W. Lucas Drive

2. Consider a rezoning request from GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) and RM-H (Residential Multiple Family Dwelling District-Highest Density) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District at 6365 Calder Avenue and 145 Junker Road

3. Consider a rezoning request from NC (Neighborhood Commercial District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive district at 5190 Forsythe

4. Consider amending Section 22.05.211 of the Code of Ordinances by adding a voluntary recycling container service fee and a monthly recycling service fee

5. Consider a resolution approving the purchase of 62 tablet computers from DELL for use in the Police Department

6. Consider a resolution authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of city-owned property located at 3199 Avenue A, formerly occupied by the EMS Division

7. Consider a resolution rejecting all bids for the Washington Boulevard Pavement and Drainage Improvement - Phase II (Corporate Drive to Amarillo Street) Project, Bid No. PW0516-15

**WORK SESSION**

* Review and discuss the proposed FY 2017 Budget and the proposed 2017 Capital Program

**PUBLIC HEARING**

* Receive comments on the proposed FY 2017 Budget and the proposed 2017 Capital Program

* Receive comments on the 2016 (FY 2017) Proposed Tax Rate

**COMMENTS**

* Councilmembers/City Manager comment on various matters
* Public Comment (Persons are limited to 3 minutes)

**EXECUTIVE SESSION**

* Consider matters related to the deliberation of the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

  Beaumont Yacht Club located at 560 Marina Drive, Beaumont, TX 77703

8. Consider a resolution approving the payoff of a Small Business Administration loan which was used by the Beaumont Yacht Club to make repairs and replacement of property at the Beaumont Marina following Hurricane Ike

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.

# 1

## August 23, 2016

Consider a rezoning request from R-S (Residential-Single Family Dwelling District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive district at 1350 W. Lucas Drive

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Chris Boone, Planning & Community Development Director |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a rezoning request from R-S (Residential-Single Family Dwelling District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive district at 1350 W. Lucas Drive. |

**BACKGROUND**
John Wilson is requesting a zone change for the property located at 1350 W. Lucas Drive. The property to the north and west is zoned R-S (Residential Single Family Dwelling District) and GC-MD (General Commercial - Multiple Family Dwelling District) to the east and south. The proposed zone change would allow the property to be used as the business office for J. Wilson's Restaurant located to the south at 4190 Gladys.

Although further commercial encroachment into the residential area is a consideration, the minor expansion is located on Lucas, a major arterial and would extend no further than the northern boundary of the GC-MD property to the east.

At a Joint Public Hearing held on August 15, 2016, the Planning Commission recommended 7:0 to approve a rezoning from R-S (Residential-Single Family Dwelling District) to GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) at 1350 W. Lucas Drive.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATIONS**
Approval of the ordinance.

# APPLICATION FOR AMENDMENT OF THE ZONING ORDINANCE BEAUMONT, TEXAS

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME AND ADDRESS: John Wilson, 1220 Wilchester Circle, 77706

APPLICANT'S PHONE #: 281-743-2320 FAX #: _____

NAME OF OWNER: 91334 Lucas Venture LLC

ADDRESS OF OWNER: 4190 Gladys Ave, Beaumont, TX 77706

LOCATION OF PROPERTY: 1350 Lucas W Dr.

**LEGAL DESCRIPTION** OF PROPERTY:

LOT NO. 4 OR TRACT _____

BLOCK NO. 9 PLAT _____

ADDITION CALDER HIGHLANDS SURVEY _____

NUMBER OF ACRES .2563 NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

CURRENT ZONING DISTRICT: A1 Rural/Res/Sgle Fam-5 AC/Less (R-5)

ZONING DISTRICT REQUESTED: GC-MD

HAS THE REQUEST BEEN MADE BEFORE? No IF SO, DATE: _____

ACTION: _____

**SUBMIT A LETTER** STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE **APPLICATION FEE:**

| | |
|---|---|
| LESS THAN 1/2 ACRE | $250.00 |
| 1/2 ACRE OR MORE AND LESS THAN 5 ACRES | $450.00 |
| 5 ACRES OR MORE | $650.00 |

I HEREBY ACKNOWLEDGE THAT THE APPLICATION IS MADE FOR THE REQUESTED DISTRICT OR A MORE RESTRICTIVE DISTRICT.

SIGNATURE OF APPLICANT: [signature] DATE: 7/18/16

SIGNATURE OF OWNER (IF NOT APPLICANT): _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 201
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764
FAX (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____
RECEIPT NUMBER: _____

John Wilson
1220 Wilchester Circle, Beaumont, TX 77706
281-743-2320
jwilson@jwilsons.com

July 18, 2016

Dear Planning Commission and City Counsel,

I am submitting an Application for Amendment of the Zoning Ordinance. I am the Owner of JWilsons, neighborhood restaurant at 4190 Gladys. My intentions are to move all my business/office needs out of the restaurant and into 1350 W. Lucas. Thank you for your time and consideration

Warm regards,

John Wilson

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED RS (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED AT 1350 W. LUCAS DRIVE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned RS (Residential Single Family Dwelling) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located at 1350 W. Lucas Drive, being Lot 4, Block 9, Calder Highlands, Beaumont, Jefferson County, Texas, containing 0.256 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all other respects, the use of the property herein above described shall be subject to all of the applicable regulations of the underlying zoning district as well as those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

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 of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

File 2268-P: Consider a request for a Rezoning from R-S (Residential – Single Family Dwelling District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District.

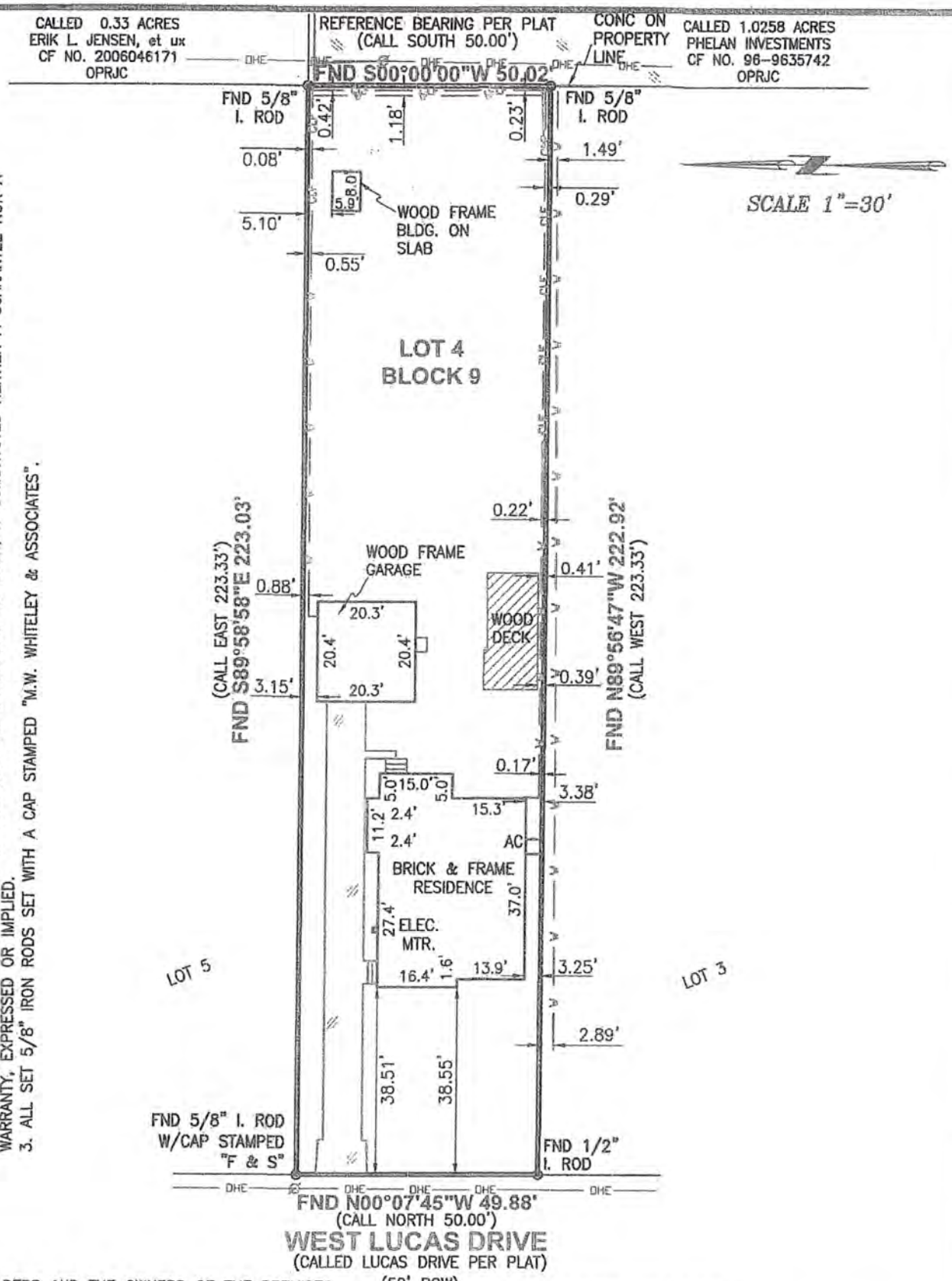
Applicant: John Wilson

Location: 1350 W. Lucas Drive

N

0 100 200 Feet

EXHIBIT "A"




NOTE:
1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
2. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
3. ALL SET 5/8" IRON RODS SET WITH A CAP STAMPED "M.W. WHITELEY & ASSOCIATES".

TO THE LEINHOLDERS AND THE OWNERS OF THE PREMISES SURVEYED AND TO THE FIRST AMERICAN TITLE INSURANCE COMPANY.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVER-LAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. ALL EASEMENTS SHOWN AND NOTED PER TEXAS REGIONAL TITLE G.F. No. 19936-AS

DATE SURVEYED JANUARY 29, 2016

1350 WEST LUCAS DRIVE
BEAUMONT, TX 77706

Lot Number Four (4) in Block Number Nine (9) of CALDER HIGHLANDS ADDITION, an addition to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Volume 4, Page 155 Map Records of Jefferson County, Texas.

Owner: 1334 Lucas Venture, LLC

Census: 4.00

In accordance with the Flood Hazard Boundary

# 2

## August 23, 2016

Consider a rezoning request from GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) and RM-H (Residential Multiple Family Dwelling District-Highest Density) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District at 6365 Calder Avenue and 145 Junker Road

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Chris Boone, Planning & Community Development Director |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a rezoning request from GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) and RM-H (Residential Multiple Family Dwelling District-Highest Density) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District at 6365 Calder Avenue and 145 Junker Road. |

**BACKGROUND**

Chris Johnsen is requesting a zone change for the property located at 6365 Calder and 145 Junker Road. Mr. Johnsen states his company would like to develop the property for commercial office and retail property. Junker Road is a minor residential street that only exits to Calder Avenue. Further commercial encroachment to this street will compromise the residential neighborhoods accessed by this street. Extending the GC-MD-2 property that faces Calder Avenue further to the south would allow further development of this property off Calder Avenue, while limiting commercial access to Junker Road.

Planning staff recommends rezoning the northern approximately 300 x approximately 168.5 feet to GC-MD-2 (General Commercial - Multiple Family Dwelling District -2). The remainder of the property should remain RM-H (Residential Multiple Family Dwelling - Highest Density District), with no GC-MD-2 uses accessing Junker Road now or in the future.

At a Joint Public Hearing held on August 15, 2016, the Planning Commission recommended 7:0 to approve a rezoning from GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) and RM-H (Residential Multiple Family Dwelling District-Highest Density) to GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) for the northern approximately 300 x approximately 168.5 feet at the subject property.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATIONS**

Approval of the ordinance.

# APPLICATION FOR AMENDMENT OF THE ZONING ORDINANCE BEAUMONT, TEXAS

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME AND ADDRESS: Chris Johnsen, 7550 San Deigo St, Beaumont, TX 77708

APPLICANT'S PHONE #: (409) 791-3279 FAX #: (409) 434-0287

NAME OF OWNER: JWF Holdings, LLC

ADDRESS OF OWNER: 1170 Lindbergh Drive, Beaumont, TX 77707

LOCATION OF PROPERTY: 6365 Calder, Beaumont, TX 77706

**LEGAL DESCRIPTION** OF PROPERTY:

LOT NO. 1-B & 1-C & 1-D OR TRACT

BLOCK NO. 1 PLAT

ADDITION Langham Place SURVEY

NUMBER OF ACRES 3.15 NUMBER OF ACRES

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

CURRENT ZONING DISTRICT: Lot 1-B has Partial GCMD, Partial Residential, 1-C & 1-D have Residential

ZONING DISTRICT REQUESTED: GCMD

HAS THE REQUEST BEEN MADE BEFORE? NO IF SO, DATE:

ACTION:

**SUBMIT A LETTER** STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE **APPLICATION FEE:**

| | |
|---|---|
| LESS THAN 1/2 ACRE | $250.00 |
| 1/2 ACRE OR MORE AND LESS THAN 5 ACRES | $450.00 |
| 5 ACRES OR MORE | $650.00 |

I HEREBY ACKNOWLEDGE THAT THE APPLICATION IS MADE FOR THE REQUESTED DISTRICT OR A MORE RESTRICTIVE DISTRICT.

SIGNATURE OF APPLICANT: DATE: July 22, 2016

SIGNATURE OF OWNER:

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 201
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764
FAX (409) 880-3133

FILE NUMBER:
DATE RECEIVED:
RECEIPT NUMBER:

**JWF Holdings, LLC**
1170 Lindbergh Drive
Beaumont, Texas 77707

July 11, 2016

To: **The Planning Commission and**
**City Council for**
**the City of Beaumont, Texas**

Dear Honorable Commissioners and Councilmembers:

Greetings. I am making this application to you for zoning changes to the following parcels:

Langham Place, Block 1, Track 1-B,
Langham Place, Block 1, Track 1-C, and
Langham Place, Block 1, Track 1-D.

Our company would like to develop these parcels into a Commercial Office & Retail property. We are asking to change the zoning on these to GCMD. We ask that you consider this request at your next regular meeting.

Respectfully submitted,

Chris Johnsen
Property Manager
JWF Holdings, LLC

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED GC-MD-2 (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING-2) DISTRICT AND RM-H (RESIDENTIAL MULTIPLE FAMILY DWELLING) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED AT 6365 CALDER AVENUE AND 145 JUNKER ROAD, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned GC-MD-2 (General Commercial-Multiple Family Dwelling-2) District and RM-H (Residential Multiple Family Dwelling) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located at 6365 Calder Avenue and 145 Junker Road, being Tract 1-B, 1-C & 1-D, Block 1, Langham Place, Beaumont, Jefferson County, Texas, containing 3.154 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all other respects, the use of the property herein above described shall be subject to all of the applicable regulations of the underlying zoning district as well as

those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

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 of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

**File 2270-Z:** Consider a request for a Rezoning from GC-MD-2 (General Commercial-Multiple Family Dwelling District-2) and RM-H (Residential Multiple Family Dwelling District-Highest Density) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District.

**Applicant:** Chris Johnsen

**Location:** 6365 Calder & 145 Junker Road

0 100 200 300 400 Feet

N

EXHIBIT "A"

# 3

## August 23, 2016

Consider a rezoning request from NC (Neighborhood Commercial District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive district at 5190 Forsythe

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Chris Boone, Planning & Community Development Director |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a rezoning request from NC (Neighborhood Commercial District) to GC-MD (General Commericial-Multiple Family Dwelling District) or a more restrictive district at 5190 Forsythe. |

**BACKGROUND**
Ronald Smith is requesting a zone change for the property located at 5190 Forsythe Street. Mr. Smith intends to operate a towing service from the property. Staff informed Mr. Smith that storage will be limited to 30 vehicles in GC-MD (General Commercial - Multiple Family Dwelling District) zoning. The applicant stated that he is aware the CM (Commercial - Manufacturing) zoning, located adjacent to his property on the north side, would allow him more storage by right. However, GC-MD would allow him more flexibility for future business endeavors if his towing business was not successful.

Although it borders to the east with RS, the property to the west is zoned HI (Heavy Industrial), and the majority of the properties along Delmar are zoned and used as GC-MD.

At a Joint Public Hearing held on August 15, 2016, the Planning Commission recommended 7:0 to approve a rezoning from NC (Neighborhood Commercial District) to GC-MD (General Commercial-Multiple Family Dwelling District) at 5190 Forsythe.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATIONS**
Approval of the ordinance.

# APPLICATION FOR AMENDMENT OF THE ZONING ORDINANCE BEAUMONT, TEXAS

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME AND ADDRESS: RONALD SMITH

APPLICANT'S PHONE #: 409-861-4660 FAX #: _____

NAME OF OWNER: RONALD SMITH

ADDRESS OF OWNER: 434 BELVEDERE, BMT TX 77706

LOCATION OF PROPERTY: 5190 FORSYTHE ST. BMT. TX

**LEGAL DESCRIPTION** OF PROPERTY:

LOT NO. L1-4 OR TRACT _____

BLOCK NO. 17 PLAT _____

ADDITION SUNNYSIDE SURVEY _____

NUMBER OF ACRES .344 NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

CURRENT ZONING DISTRICT: NC

ZONING DISTRICT REQUESTED: GC-MD

HAS THE REQUEST BEEN MADE BEFORE? NO IF SO, DATE: _____

ACTION: _____

**SUBMIT A LETTER** STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE **APPLICATION FEE:**

| | |
|---|---|
| LESS THAN 1/2 ACRE | $250.00 |
| 1/2 ACRE OR MORE AND LESS THAN 5 ACRES | $450.00 |
| 5 ACRES OR MORE | $650.00 |

I HEREBY ACKNOWLEDGE THAT THE APPLICATION IS MADE FOR THE REQUESTED DISTRICT OR A MORE RESTRICTIVE DISTRICT.

SIGNATURE OF APPLICANT: Ronald Smith DATE: 07-18-2016

SIGNATURE OF OWNER (IF NOT APPLICANT): Ronald Smith

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 201
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764
FAX (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____
RECEIPT NUMBER: _____

I have operated a Towing Business in Beaumont for 5 years now. I am on rotation with Beaumont Police Dept, Jefferson County S/O, D.P.S., and Lamar P.D.

I bought this property @ 5190 Forsythe, and need this property changed so that I can relocate my Towing Business there.

THANKS Ronald Smith

X Ronald Smith

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED NC (NEIGHBORHOOD COMMERCIAL) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED AT 5190 FORSYTHE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned NC (Neighborhood Commercial) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located at 5190 Forsythe, being Lots 1-4, Block 17, Sunnyside Addition, Beaumont, Jefferson County, Texas, containing 0.344 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all other respects, the use of the property herein above described shall be subject to all of the applicable regulations of the underlying zoning district as well as those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

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 of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

File 2269-Z: Consider a request for a Rezoning from NC (Neighborhood Commercial District) to GC-MD (General Commercial-Multiple Family Dwelling District) or a more restrictive District.

Applicant: Ronald Smith

Location: 5190 Forsythe Street

0 100 200 Feet

N

EXHIBIT "A"

# 4

## August 23, 2016

Consider amending Section 22.05.211 of the Code of Ordinances by adding a voluntary recycling container service fee and a monthly recycling service fee

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Chris Jarmon, Executive Assistant to the City Manager |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider amending Section 22.05.211 of the Code of Ordinances by adding a voluntary recycling container service fee and a monthly recycling service fee. |

**BACKGROUND**
On August 16, 2016 the City Council held a work session to discuss the possibility of a city provided single stream curbside recycling program. Under the proposal, the recycling program would be strictly voluntary and pick up would occur once per week.

The following products would be accepted by the recycling program: paper, newspaper, magazines, cardboard, #1 and #2 plastic containers, aluminum cans and tin cans.

Residents wanting to participate would be charged a fee of $58.00 for a recycling container and a monthly fee of $11.50. The amended ordinance would add these two fees.

If approved, the program would start on October 1, 2016.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 22, ARTICLE 22.05, SECTION 22.05.211 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS PROVIDING FOR A VOLUNTARY RECYCLING PROGRAM BY ADDING A RECYCLING CONTAINER SERVICE FEE AND A MONTHLY RECYCLING SERVICE FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 22, Article 22.05, Section 22.05.211 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 22.05.211 Residential & Recycling Service**

(a) The solid waste division shall systematically collect and remove garbage, trash, recyclable materials, and yard waste from premises used for residential purposes. All residences in the city are subject to, and the owners or occupants are required to pay, a collection services fee except:

(1) Residences from which the owners or occupants are serviced by a private collector as defined in this article.

(2) Residences on which the owners or occupants use an on-property disposal method that is approved by the city, county, and state.

(3) Residences that are vacant and water service for which is discontinued.

(4) Owners of vacant residences who do not require water service will not be required to pay a garbage and trash collection fee.

(b) Garbage and trash rates. No rate adjustment will be made for temporary non-use of service. Nonpayment of the collection services fee shall be sufficient grounds for discontinuance of city water service. The rate for collection outside the city limits shall be one hundred fifty (150) percent of the rate established for service inside the city limits. No type of service will be offered residences exempted under section 22.05.007(c) or for vacant lots except as provided in section 22.05.062. If a business is located in a part of a residence, a collection services fee shall be charged for each connection to the city's water system. The following monthly rates apply for collection services:

(1) The monthly rates for standard collection services shall consist of the following elements:

(A) Garbage and trash collection: $17.00.

A 10% discount to the garbage and trash collection fee shall apply to customers residing in single-family residences who are sixty-five (65) years of age or older. To obtain the senior citizen garbage and trash collection rate, eligible persons must file a sworn application on a form provided therefor with the central collections division. The rate shall remain in effect so long as the customer residing in the single-family residence is sixty-five (65) years of age or older.

(B) Additional containers: A one-time $20.00 prep and delivery fee for each additional container obtained. The monthly fee for each additional container is three dollars and seventy-five cents ($3.75) per month.

(C) Litter removal: Single-family and owner-occupied residential units will be charged a litter removal fee at a rate of fifty cents ($0.50) per unit per month. Multifamily dwellings and/or rented properties of two (2) or more units will be charged a litter removal fee at a rate of twenty-five cents ($0.25) per unit per month.

(2) A reconnect container fee will be assessed for those households whose garbage container(s) have been collected by the city due to the removal of a water meter as a result of nonpayment of city water and/or garbage services, and then subsequently reissued upon payment and reinstallation of the meter.

(A) Reconnect container fee: $20.00 per container.

(c) Recycling Service. Citizens participating in curbside recycling shall pay the fees listed below.

(1) The rates to be charged for curbside recycling shall consist of the following:

(A) A recycling container service fee of fifty eight dollars ($58.00) per container. The container is to remain the property of the City of Beaumont.

(B) A recycling fee of eleven dollars and fifty cents($11.50) per month.

(2) Recyclable materials will only be collected if they are placed inside the recycling container.

(3) Recycling containers must be placed on the curbside for them to be collected by the City of Beaumont.

Section 2.

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 3.

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

Section 4.

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 23rd day of August, 2016.

_____

- Mayor Becky Ames -

# 5

## August 23, 2016

Consider a resolution approving the purchase of 62 tablet computers from DELL for use in the Police Department

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Bart Bartkowiak, Chief Technology Officer BB |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution approving the purchase of 62 tablet computers from DELL in the amount of $187,629 for use in the Police Department. |

**BACKGROUND**
Pricing was obtained through the State of Texas Department of Information (DIR). DIR provides cities and political subdivisions with the means to purchase information technology at volume prices contracted under the procurement statues of the State of Texas.

The Police department currently uses rugged laptop mobile computers for writing reports, receiving dispatch call information, running criminal histories, and providing automatic vehicle location to dispatch in the patrol units. The current hardware is end of life, therefore it must be replaced. The new rugged tablet systems will provide better performance, speed, portability, free up space in the vehicles, as well as be a more user friendly system.

Multiple vendor solutions were tested by Police and IT. The DELL tablets were selected as the best option.

Three (3) years of hardware maintenance and support is included in the purchase.

**FUNDING SOURCE**
General Fund - Information Technology.

**RECOMMENDATION**
Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of tablet computers for use by the Police Department from DELL, of Round Rock, Texas, through the State of Texas Department of Information Resources (DIR) contract, in the amount of $187,629.00.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

# 6

## August 23, 2016

Consider a resolution authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of city-owned property located at 3199 Avenue A, formerly occupied by the EMS Division

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Dr. Joseph Majdalani, P.E., Public Works Director |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of city-owned property located at 3199 Avenue A formerly occupied by EMS. |

**BACKGROUND**
On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by Wheeler Commercial formerly known as NAI Wheeler for an annual contract for real estate broker services to list and sell City-owned property.

Wheeler Commercial has secured one (1) potential buyer who is interested in purchasing city-owned property located at 3199 Avenue A. The subject property is listed at $60,000.00 and has been on the market for 170 days. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with Chantel C. Channell with a cash offer in the amount of $40,000.00.

Chantel C. Channell will deposit $500.00 as earnest money to Texas Regional Title for a feasibility period of 30 days. If Chantel C. Channell terminates the earnest money contract, the $500.00 will not be refunded. The date of closing will be fourteen (14) days after the expiration of the feasibility period.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Approval of resolution.

TEXAS ASSOCIATION OF REALTORS®

# COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Beaumont

Address: 801 N. Main, Beaumont, TX 77701
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: Chantel C. Channell

Address: 3648 Glenwood Street, Beaumont, TX 77705
Phone: (409) 659-2842 E-mail: chantelthehairartist@gmail.com
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Jefferson County, Texas at 3199 Avenue A, Beaumont, TX. 77705 *(address)* and that is legally described on the attached Exhibit _____ or as follows: Lot Number Two (2) and the West One-half of Lot Number Three (W. 1/2 of 3), in block umber Sixty-five(65) of JEF CHAISON 2nd ADDITION to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 4 page 117, Map Records of Jefferson County, Texas; SAVE AND EXCEPT that portion conveyed to the City of Beaumont for street purposes by Deed recorded in Vol. 353 page 486 Deed Records of Jefferson County, Texas.

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____.
Any personal property not included in the sale must be removed by Seller prior to closing.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)*
*(If mineral rights are to be reserved an appropriate addendum should be attached.)*
*(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)*

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing ..... $ 40,000.00
B. Sum of all financing described in Paragraph 4 ..... $ _____
C. Sales price (sum of 3A and 3B) ..... $ 40,000.00



Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300 Fax: 409-899-3301 Lee Wheeler

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $ _____.

**5. EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit $ 500.00 as earnest money with Texas Regional Title Company (title company) at 3195 Dowlen Rd. Ste 108, Beaumont, TX (address) Molly Mallet (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller 100% *(insert amount)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

## 7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: Property being sold "AS IS"

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination. *(Check only one box.)*

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☒ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;

(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

## 9. BROKERS:

A. The brokers to this sale are:

| | |
|---|---|
| Principal Broker: KenWheel, Inc. d/b/a Wheeler Commercial | Cooperating Broker: |
| Agent: Lee Y. Wheeler, III | Agent: |
| Address: 470 Orleans Street, 12th FL Beaumont, TX. 77701 | Address: |
| Phone & Fax: (409)899-3300 | Phone & Fax: |
| E-mail: lwheeler@wheeler-commercial.com | E-mail: |
| License No.: 579943 | License No.: |

Principal Broker: *(Check only one box.)*
☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
*(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)*

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

| Principal Broker a total cash fee of: | Cooperating Broker a total cash fee of: |
|---|---|
| ☐ _____ % of the sales price. | ☐ _____ % of the sales price. |
| ☐ _____. | ☐ _____. |

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) ☒ 14 days after the expiration of the feasibility period.
☐ _____ *(specific date).*
☐ _____.
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;

(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**13. SALES EXPENSES:**

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

## 14. PRORATIONS:

A. ~~Prorations~~:

~~(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.~~

~~(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.~~

~~(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.~~

~~B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.~~

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

## 15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
*(Check if applicable)*
☒ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

## 16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. **MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos-containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

20. **NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. **DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. **AGREEMENT OF THE PARTIES:**

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
- ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
- ☐ (4) Commercial Property Condition Statement (TAR-1408);
- ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☒ (7) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☒ (10) Information About Brokerage Services (TAR-2501); and
- ☐ (11) _____

_____ .

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.**

Seller: City of Beaumont

By: _____

By (signature): _____
Printed Name: Kyle Hayes
Title: City Manager

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Buyer: Chantel C. Channell

By: _____

By (signature): Chantel Channell
Printed Name: Chantel C. Channell
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____



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## AGREEMENT BETWEEN BROKERS

*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____ , or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

## ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

## ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
- ☐ B. earnest money in the amount of $_____ in the form of _____ on _____ .

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



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## NOTICE TO PURCHASERS

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is 22.0587 cents on each $100 of assessed valuation.

The total amount of bonds that have been approved by the voters and which may be issued by the District (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is $0; however, contract revenue refunding bonds have been approved by the District's Board in the following original amounts Series 2003 - $4,995,000. The aggregate initial principal amount of all bonds of the District payable in whole or part from taxes (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued is $0, however, the current principal amounts of contract revenue refunding bonds outstanding are as follows: Series 2003 Contract Revenue Refunding Bonds - $950,000. The contract revenue refunding bonds are serviced through taxes collected for maintenance and operating. Funds from maintenance and operating are transferred to debt service for annual installments toward payment of the contract revenue refunding bonds. No separate tax is collected for contract revenue refunding bonds.

The District does not impose a standby fee.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the property which you are acquiring is as follows:
**Lot Number Two (2) and the West One-half of Lot Number Three (W. 1/2 of 3), in block umber Sixty-five(65) of JEF CHAISON 2nd ADDITION to the City of Beaumont, Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 4 page 117, Map Records of Jefferson County, Texas; SAVE AND EXCEPT that portion conveyed to the City of Beaumont for street purposes by Deed recorded in Vol. 353 page 486 Deed Records of Jefferson County, Texas.**

_____ _____
Date (Seller)

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

8/15/2016 Charles Chamell
Date (Buyer)

# Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- ☐ A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- ☐ A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- ☐ Put the interests of the client above all others, including the broker's own interests;
- ☐ Inform the client of any material information about the property or transaction received by the broker;
- ☐ Answer the client's questions and present any offer to or counter-offer from the client; and
- ☐ Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- ☐ Must treat all parties to the transaction impartially and fairly;
- ☐ May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- ☐ Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- ☐ The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- ☐ Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

| | | | |
|---|---|---|---|
| KenWheel, Inc. dba Wheeler Commercial | 579943 | lwheeler@wheeler-commercial.com | (409) 899-3300 |
| Licensed Broker/Broker Firm Name or Primary Assumed Business Name | License No. | Email | Phone |
| Lee Y. Wheeler, III | 467055 | lwheeler@wheeler-commercial.com | (409) 899-3300 |
| Designated Broker of Firm | License No. | Email | Phone |
| Lee Y. Wheeler, III | 467055 | lwheeler@wheeler-commercial.com | (409) 899-3300 |
| Licensed Supervisor of Sales Agent/ Associate | License No. | Email | Phone |
| Lee Y. Wheeler, III | 467055 | lwheeler@wheeler-commercial.com | (409) 899-3300 |
| Sales Agent/Associate's Name | License No. | Email | Phone |

Buyer/Tenant/Seller/Landlord Initials — Date 8/15/2016

CHANTEL CRYSTAL CHANNELL 09-14
DBA SALON CHANTEL
3648 GLENWOOD ST
BEAUMONT, TX 77705

1131
88-101/1119

8/15/16
Date

PAY to the order of Texas Regional Title $ 500.00

five hundred Dollars

Security Features Details on Back.

Capital One Bank
Capital One, N.A.

For Building Ave A (Purchase earnest money)

⑆111901014⑆467 00 90146⑈ 01131

Harland Clarke

COLONIAL CLASSIC®

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 an Earnest Money Contract with Chantel C. Channell for the sale of property located at 3199 Avenue A, formerly occupied by EMS; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to execute all documents necessary for the sale of the property and improvements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

_____

- Mayor Becky Ames -

# 7

## August 23, 2016

Consider a resolution rejecting all bids for the Washington Boulevard Pavement and Drainage Improvement - Phase II (Corporate Drive to Amarillo Street) Project, Bid No. PW0516-15

BEAUMONT
TEXAS

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|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Dr. Joseph Majdalani, P.E., Public Works Director JM |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution rejecting all bids for the Washington Boulevard Pavement and Drainage Improvement - Phase II (Corporate Drive to Amarillo Street) Project, Bid No. PW0516-15. |

**BACKGROUND**
On August 4, 2016, at 2:00 P.M., in City Council Chambers, five (5) bids ranging from $13,965,966.97 to $18,117,787.20 were received for Washington Boulevard Pavement and Drainage Improvement - Phase II (Corporate Drive to Amarillo Street) Project.

After bids were evaluated by the Engineering Division, it was recommended that revisions to the Scope of Work be made to include Executive Boulevard and Corporate Drive to the original design, then rebid the project at a later date.

**FUNDING SOURCE**
Beaumont Municipal Airport Oil and Gas Revenues.

**RECOMMENDATION**
Approval of resolution.

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES. L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 100 | 001 | | PREPARING RIGHT-OF-WAY | 87 | STA | $1,500.00 | $130,500.00 | $3,210.00 | $279,270.00 | $6,500.00 | $565,500.00 | $95.00 | $8,265.00 |
| 104 | 001 | | REMOVING CONCRETE (PAV) (4" - 12") | 45,000 | SY | $12.25 | $551,250.00 | $4.50 | $202,500.00 | $8.00 | $360,000.00 | $6.00 | $270,000.00 |
| 104 | 002 | | REMOVING CONCRETE (DRWY) (4" - 6") | 4,096 | SY | $15.00 | $61,440.00 | $7.75 | $31,744.00 | $7.00 | $28,672.00 | $3.00 | $12,288.00 |
| 104 | 003 | | REMOVING CONCRETE (SWLK) (4" - 6") | 300 | SY | $30.00 | $9,000.00 | $7.75 | $2,325.00 | $7.00 | $2,100.00 | $10.00 | $3,000.00 |
| 110 | 001 | | EXCAVATION (ROADWAY) | 12,983 | CY | $28.25 | $366,769.75 | $18.50 | $240,185.50 | $15.00 | $194,745.00 | $11.00 | $142,813.00 |
| 132 | 001 | | EMBANKMENT (TY B) (FINAL) (ORD. COMP) | 1,050 | CY | $50.00 | $52,500.00 | $8.50 | $8,925.00 | $25.00 | $26,250.00 | $31.00 | $32,550.00 |
| 162 | 001 | | SODDING FOR EROSION CONTROL | 7,056 | SY | $8.00 | $56,448.00 | $4.50 | $31,752.00 | $4.00 | $28,224.00 | $4.00 | $28,224.00 |
| 168 | 001 | | VEGETATIVE WATERING | 610 | MG | $70.00 | $42,700.00 | $26.25 | $16,012.50 | $50.00 | $30,500.00 | $11.00 | $6,710.00 |
| 247 | 001 | | FLEX BASE (TY A) (GR 2) (8")(DC) (COMP. IN PLACE) ASPHALT TRANSITIONS | 1,384 | SY | $28.00 | $38,752.00 | $22.50 | $31,140.00 | $27.00 | $37,368.00 | $34.00 | $47,056.00 |
| 247 | 002 | | FLEX BASE (TY A) (GR 2) (6")(DC) (COMP. IN PLACE) BASE COURSE | 2,603 | SY | $20.00 | $52,060.00 | $17.50 | $45,552.50 | $25.00 | $65,075.00 | $31.00 | $80,693.00 |
| 247 | 003 | | FLEX BASE (TY A) (GR 2) (12")(DC) (COMP. IN PLACE) BASE COURSE | 58,334 | SY | $24.50 | $1,429,183.00 | $26.75 | $1,560,434.50 | $27.00 | $1,575,018.00 | $27.00 | $1,575,018.00 |
| 247 | 004 | | FLEX BASE (TY A) (GR 2) (4")(DC) (COMP. IN PLACE) BASE COURSE | 1,700 | SY | $24.00 | $40,800.00 | $31.75 | $53,975.00 | $16.00 | $27,200.00 | $24.00 | $40,800.00 |
| 300 | 001 | | ASPHALT, OILS, AND EMULSIONS PRIME (AE-P) | 800 | GAL | $15.00 | $12,000.00 | $2.50 | $2,000.00 | $7.50 | $6,000.00 | $8.00 | $6,400.00 |
| 340 | 001 | | DENSE GRADED HOT MIX ASPHALT PG 64-22 (TYPE D) (2") | 595 | TONS | $120.00 | $71,400.00 | $100.00 | $59,500.00 | $210.00 | $124,950.00 | $230.00 | $136,850.00 |
| 340 | 002 | | DENSE GRADED HOT MIX ASPHALT PG 64-22 (TYPE D) (2")(TEMP)(CITY UTILITIES TRENCH) | 2,358 | SY | $23.00 | $54,234.00 | $31.00 | $73,098.00 | $22.00 | $51,876.00 | $21.00 | $49,518.00 |
| 354 | 001 | | PLAN & TEXT ASPH CONC PAV (2" - 4") | 45,495 | SY | $7.00 | $318,465.00 | $4.50 | $204,727.50 | $3.80 | $172,881.00 | $4.50 | $204,727.50 |
| 360 | 001 | | CONC PAV (8") (CL P) | 2,444 | SY | $60.00 | $146,640.00 | $70.00 | $171,080.00 | $60.00 | $146,640.00 | $65.00 | $158,860.00 |
| 360 | 002 | | CONC PAV (10") (CL P) | 51,300 | SY | $63.00 | $3,231,900.00 | $70.00 | $3,591,000.00 | $65.00 | $3,334,500.00 | $75.00 | $3,847,500.00 |
| 360 | 003 | | CONC PAV (10") (HES) | 2,900 | SY | $75.00 | $217,500.00 | $96.50 | $279,850.00 | $75.00 | $217,500.00 | $81.00 | $234,900.00 |
| 400 | 001 | | EXCAVATION (PIPES) (STORM) | 20,483 | CY | $0.01 | $204.83 | $9.00 | $184,347.00 | $15.00 | $307,245.00 | $1.00 | $20,483.00 |
| 400 | 002 | | CEM STABIL BKFL (1.5 SK/CY SAND) | 16,894 | CY | $58.00 | $979,852.00 | $49.00 | $827,806.00 | $41.00 | $692,654.00 | $54.50 | $920,723.00 |
| 402 | 001 | | TRENCH EXCAVATION PROTECTION | 11,000 | LF | $0.25 | $2,750.00 | $0.15 | $1,650.00 | $1.00 | $11,000.00 | $1.00 | $11,000.00 |
| 416 | 001 | | FOUNDATION FOR TRAFFIC SIGNAL (36 INCH DRILL SHAFT) | 110 | LF | $200.00 | $22,000.00 | $575.00 | $63,250.00 | $250.00 | $27,500.00 | $360.00 | $39,600.00 |
| 416 | 002 | | FOUNDATION FOR TRAFFIC SIGNAL (48 INCH DRILL SHAFT) | 88 | LF | $250.00 | $22,000.00 | $700.00 | $61,600.00 | $450.00 | $39,600.00 | $525.00 | $46,200.00 |
| 423 | 001 | | RETAINING WALLS (6"X 2"- 24") (CL A) | 406 | LF | $44.00 | $17,864.00 | $47.00 | $19,082.00 | $37.00 | $15,022.00 | $37.00 | $15,022.00 |
| 450 | 001 | | RAILINGS ( PEDESTRIAN) | 180 | LF | $80.00 | $14,400.00 | $141.00 | $25,380.00 | $240.00 | $43,200.00 | $240.00 | $43,200.00 |
| 464 | 001 | | RCP 15" | 96 | LF | $28.00 | $2,688.00 | $100.00 | $9,600.00 | $82.00 | $7,872.00 | $137.00 | $13,152.00 |
| 464 | 002 | | RCP 18" | 54 | LF | $31.00 | $1,674.00 | $61.00 | $3,294.00 | $100.00 | $5,400.00 | $142.00 | $7,668.00 |
| 464 | 003 | | RCP 24" | 3,541 | LF | $35.00 | $123,935.00 | $62.50 | $221,312.50 | $110.00 | $389,510.00 | $115.00 | $407,215.00 |
| 464 | 004 | | RCP 30" | 820 | LF | $130.00 | $106,600.00 | $86.00 | $70,520.00 | $112.00 | $91,840.00 | $166.00 | $136,120.00 |
| 464 | 005 | | RCP 36" | 1,799 | LF | $140.00 | $251,860.00 | $103.50 | $186,196.50 | $115.00 | $206,885.00 | $177.00 | $318,423.00 |
| 464 | 006 | | RCP 42" | 1,144 | LF | $150.00 | $171,600.00 | $126.00 | $144,144.00 | $140.00 | $160,160.00 | $182.00 | $208,208.00 |
| 464 | 007 | | RCP 48" | 1,540 | LF | $164.00 | $252,560.00 | $150.00 | $231,000.00 | $160.00 | $246,400.00 | $233.00 | $358,820.00 |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES, L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 464 | 008 | | RCP 54" | 1,372 | LF | $195.00 | $267,540.00 | $190.00 | $260,680.00 | $260.00 | $356,720.00 | $292.00 | $400,624.00 |
| 464 | 009 | | RCP 60" | 297 | LF | $215.00 | $63,855.00 | $217.00 | $64,449.00 | $280.00 | $83,160.00 | $341.00 | $101,277.00 |
| 465 | 001 | | MANHOLES (COMPLETE) (TY A) | 39 | EA | $7,740.00 | $301,860.00 | $5,000.00 | $195,000.00 | $9,800.00 | $382,200.00 | $6,499.43 | $253,477.77 |
| 465 | 002 | | MANHOLES (COMPLETE) (TY B) | 2 | EA | $5,900.00 | $11,800.00 | $5,850.00 | $11,700.00 | $6,600.00 | $13,200.00 | $7,050.00 | $14,100.00 |
| 465 | 003 | | CURB INLET TY A (COMPL) (5'-0") | 66 | EA | $3,935.00 | $259,710.00 | $3,200.00 | $211,200.00 | $4,750.00 | $313,500.00 | $4,800.00 | $316,800.00 |
| 465 | 004 | | CURB INLET EXTENSION TY E (COMPL) (5'-0") | 49 | EA | $1,405.00 | $68,845.00 | $675.00 | $33,075.00 | $1,200.00 | $58,800.00 | $975.00 | $47,775.00 |
| 465 | 005 | | GRATE INLET TY I (COMPL) (GRATE HEAVY DUTY) | 13 | EA | $3,055.00 | $39,715.00 | $3,200.00 | $41,600.00 | $3,500.00 | $45,500.00 | $4,090.00 | $53,170.00 |
| 465 | 006 | | SURFACE INLET (COMPL) (GRATE HEAVY DUTY) | 2 | EA | $3,000.00 | $6,000.00 | $3,150.00 | $6,300.00 | $4,000.00 | $8,000.00 | $3,885.00 | $7,770.00 |
| 496 | 001 | | REMOV STR (PIPE) 8" - 48" RCP | 10,901 | LF | $7.00 | $76,307.00 | $14.75 | $160,789.75 | $14.00 | $152,614.00 | $23.00 | $250,723.00 |
| 496 | 002 | | REMOV STR (GRATE INLET) | 3 | EA | $305.00 | $915.00 | $600.00 | $1,800.00 | $800.00 | $2,400.00 | $488.00 | $1,464.00 |
| 496 | 003 | | REMOV STR (CURB INLET) | 50 | EA | $360.00 | $18,000.00 | $390.00 | $19,500.00 | $800.00 | $40,000.00 | $604.00 | $30,200.00 |
| 496 | 004 | | REMOV STR (MH) (JBOX) | 14 | EA | $710.00 | $9,940.00 | $565.00 | $7,910.00 | $1,000.00 | $14,000.00 | $970.00 | $13,580.00 |
| 496 | 005 | | REMOV STR (CURB & GUTTER COMBINED) | 1,380 | LF | $8.00 | $11,040.00 | $5.00 | $6,900.00 | $6.50 | $8,970.00 | $10.00 | $13,800.00 |
| 496 | 006 | | REMOV STR (TRAFFIC POLE FDN)(STONE STRUC) | 12 | EA | $750.00 | $9,000.00 | $1,300.00 | $15,600.00 | $800.00 | $9,600.00 | $25,000.00 | $300,000.00 |
| 496 | 007 | | REMOV STR (MBGF) | 2 | EA | $1,050.00 | $2,100.00 | $1,250.00 | $2,500.00 | $1,300.00 | $2,600.00 | $1,070.00 | $2,140.00 |
| 500 | 001 | | MOBILIZATION | 1 | LS | $674,900.00 | $674,900.00 | $650,000.00 | $650,000.00 | $1,500,000.00 | $1,500,000.00 | $1,599,435.88 | $1,599,435.88 |
| 502 | 001 | | BARRICADES, SIGNS, AND TRAFFIC HANDLINGS | 30 | MO | $4,000.00 | $120,000.00 | $13,250.00 | $397,500.00 | $3,000.00 | $90,000.00 | $2,400.00 | $72,000.00 |
| 506 | 001 | | CONSTRUCTION EXITS (INSTALL) (TY 1) | 1,033 | SY | $30.00 | $30,990.00 | $25.00 | $25,825.00 | $15.00 | $15,495.00 | $29.00 | $29,957.00 |
| 506 | 002 | | CONSTRUCTION EXITS (REMOVE) | 1,033 | SY | $11.00 | $11,363.00 | $7.15 | $7,385.95 | $5.00 | $5,165.00 | $5.50 | $5,681.50 |
| 506 | 003 | | TEMP SEDIMENT CONTROL FENCE (INSTALL) | 18,062 | LF | $2.40 | $43,348.80 | $1.50 | $27,093.00 | $1.00 | $18,062.00 | $3.00 | $54,186.00 |
| 506 | 004 | | TEMP SEDIMENT CONTROL FENCE (REMOVE) | 18,062 | LF | $0.44 | $7,947.28 | $0.65 | $11,740.30 | $0.50 | $9,031.00 | $0.85 | $15,352.70 |
| 506 | 005 | | EROSION CONTROL LOGS | 4 | EA | $336.00 | $1,344.00 | $25.00 | $100.00 | $75.00 | $300.00 | $55.00 | $220.00 |
| 508 | 001 | | CONSTRUCTING DETOURS (HMAC TYPE B)(2' W)(3" T) | 1,134 | SY | $130.00 | $147,420.00 | $45.75 | $51,880.50 | $90.00 | $102,060.00 | $50.00 | $56,700.00 |
| 529 | 001 | | CONC CURB (TY II) (MONO) (CL A) (6") | 18,062 | LF | $5.40 | $97,534.80 | $3.75 | $67,732.50 | $4.00 | $72,248.00 | $4.00 | $72,248.00 |
| 530 | 001 | | DRIVEWAYS (CONC) (4") | 940 | SY | $60.00 | $56,400.00 | $76.00 | $71,440.00 | $62.00 | $58,280.00 | $58.00 | $54,520.00 |
| 530 | 002 | | DRIVEWAYS (CONC) (6") | 3,191 | SY | $62.00 | $197,842.00 | $77.75 | $248,100.25 | $64.00 | $204,224.00 | $65.00 | $207,415.00 |
| 531 | 001 | | CONC SIDEWALKS (4") | 6,728 | SY | $35.00 | $235,480.00 | $57.00 | $383,496.00 | $38.00 | $255,664.00 | $40.00 | $269,120.00 |
| 531 | 002 | | CONC WHEELCHAIR RAMPS (4") TYPE 2 | 12 | EA | $1,500.00 | $18,000.00 | $1,925.00 | $23,100.00 | $1,800.00 | $21,600.00 | $3,100.00 | $37,200.00 |
| 531 | 003 | | CONC WHEELCHAIR RAMPS (4") TYPE 7 | 13 | EA | $1,800.00 | $23,400.00 | $1,550.00 | $20,150.00 | $1,300.00 | $16,900.00 | $2,330.00 | $30,290.00 |
| 531 | 004 | | CONC WHEELCHAIR RAMPS (4") TYPE 9 | 2 | EA | $2,500.00 | $5,000.00 | $1,550.00 | $3,100.00 | $1,200.00 | $2,400.00 | $2,500.00 | $5,000.00 |
| 531 | 005 | | CONC WHEELCHAIR RAMPS (4") TYPE 10 | 22 | EA | $2,000.00 | $44,000.00 | $1,550.00 | $34,100.00 | $1,300.00 | $28,600.00 | $2,300.00 | $50,600.00 |
| 536 | 001 | | CONC MEDIANS & DIRECTIONAL ISLANDS (6")(CL A) | 150 | SY | $100.00 | $15,000.00 | $96.00 | $14,400.00 | $80.00 | $12,000.00 | $64.00 | $9,600.00 |

CITY OF BEAUMONT
BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES. L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 618 | 001 | | 2" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Fiber Optics) | 7,340 | LF | $17.00 | $124,780.00 | $11.00 | $80,740.00 | $8.00 | $58,720.00 | $14.50 | $106,430.00 |
| 618 | 002 | | 2" PVC SCHD 40 CONDUIT (Bored) (Fiber Optics) | 300 | LF | $55.00 | $16,500.00 | $22.00 | $6,600.00 | $22.00 | $6,600.00 | $19.00 | $5,700.00 |
| 618 | 003 | | 3" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Traffic Signal) | 1,460 | LF | $24.00 | $35,040.00 | $14.00 | $20,440.00 | $18.00 | $26,280.00 | $18.00 | $26,280.00 |
| 618 | 004 | | 4" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Fiber Optics) | 150 | LF | $62.00 | $9,300.00 | $28.00 | $4,200.00 | $20.00 | $3,000.00 | $22.00 | $3,300.00 |
| 618 | 005 | | 4" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Traffic Signal) | 60 | LF | $110.00 | $6,600.00 | $28.00 | $1,680.00 | $30.00 | $1,800.00 | $28.00 | $1,680.00 |
| 624 | 002 | | GROUND BOX (TY A) (Fiber Optics) | 15 | EA | $850.00 | $12,750.00 | $2,275.00 | $34,125.00 | $800.00 | $12,000.00 | $1,000.00 | $15,000.00 |
| 624 | 003 | | GROUND BOX (TY A) (Traffic Signal) | 18 | EA | $850.00 | $15,300.00 | $1,500.00 | $27,000.00 | $800.00 | $14,400.00 | $1,000.00 | $18,000.00 |
| 624 | 004 | | GROUND BOX (TY C) (Fiber Optics) | 6 | EA | $1,100.00 | $6,600.00 | $2,575.00 | $15,450.00 | $1,000.00 | $6,000.00 | $1,200.00 | $7,200.00 |
| 636 | 001 | | ALUMINUM SIGNS (TYPE A) | 62 | SF | $22.00 | $1,364.00 | $75.00 | $4,650.00 | $26.00 | $1,736.00 | $31.00 | $1,922.00 |
| 644 | 001 | | RELOCATE SM RD SN SUP & AM | 52 | EA | $430.00 | $22,360.00 | $450.00 | $23,400.00 | $500.00 | $26,000.00 | $565.00 | $29,380.00 |
| 656 | 001 | | FDNS FOR TRAFFIC SIGNAL DEVICES (24 INCH DRILL SHAFT) | 6 | LF | $1,300.00 | $7,800.00 | $435.00 | $2,610.00 | $160.00 | $960.00 | $275.00 | $1,650.00 |
| 662 | 001 | | 4" (W) (SLD) REMOVABLE | 27,612 | LF | $0.68 | $18,776.16 | $0.75 | $20,709.00 | $0.70 | $19,328.40 | $0.75 | $20,709.00 |
| 662 | 002 | | 8" (W) (SLD) REMOVABLE | 1,077 | LF | $1.50 | $1,615.50 | $1.55 | $1,669.35 | $1.60 | $1,723.20 | $1.50 | $1,615.50 |
| 662 | 003 | | 24" (W) (SLD) REMOVABLE | 340 | LF | $7.00 | $2,380.00 | $7.25 | $2,465.00 | $7.50 | $2,550.00 | $7.00 | $2,380.00 |
| 662 | 004 | | 4" (Y) (SLD) REMOVABLE | 22,121 | LF | $0.71 | $15,705.91 | $0.75 | $16,590.75 | $0.75 | $16,590.75 | $0.70 | $15,484.70 |
| 662 | 005 | | ARROW (W) REMOVABLE | 10 | EA | $147.00 | $1,470.00 | $155.00 | $1,550.00 | $155.00 | $1,550.00 | $155.00 | $1,550.00 |
| 662 | 006 | | WORD (W) REMOVABLE | 10 | EA | $263.00 | $2,630.00 | $275.00 | $2,750.00 | $280.00 | $2,800.00 | $275.00 | $2,750.00 |
| 662 | 2062 | | WK ZN PAV MRK REMOV (TRAF BTN) TY Y | 1,460 | EA | $3.15 | $4,599.00 | $3.50 | $5,110.00 | $3.40 | $4,964.00 | $3.30 | $4,818.00 |
| 666 | 001 | | REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) | 17,975 | LF | $0.68 | $12,223.00 | $0.75 | $13,481.25 | $0.70 | $12,582.50 | $0.70 | $12,582.50 |
| 666 | 002 | | REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) | 205 | LF | $1.05 | $215.25 | $1.10 | $225.50 | $1.15 | $235.75 | $1.10 | $225.50 |
| 666 | 003 | | REFL PAV MRK TY I (W) 4" (BRK)(100MIL) | 3,645 | LF | $0.73 | $2,660.85 | $0.80 | $2,916.00 | $0.75 | $2,733.75 | $0.80 | $2,916.00 |
| 666 | 004 | | REFL PAV MRK TY I (W) 8" (SLD)(100MIL) | 760 | LF | $1.57 | $1,193.20 | $1.65 | $1,254.00 | $1.70 | $1,292.00 | $1.70 | $1,292.00 |
| 666 | 005 | | REFL PAV MRK TY I (W) 12" (SLD)(100MIL) | 4,532 | LF | $2.35 | $10,650.20 | $2.50 | $11,330.00 | $2.40 | $10,876.80 | $2.50 | $11,330.00 |
| 666 | 007 | | REFL PAV MRK TY I (W) (ARROW)(100MIL) | 16 | EA | $110.00 | $1,760.00 | $120.00 | $1,920.00 | $120.00 | $1,920.00 | $116.00 | $1,856.00 |
| 666 | 008 | | REFL PAV MRK TY I (W) (RAILROAD) (100MIL) | 4 | EA | $420.00 | $1,680.00 | $450.00 | $1,800.00 | $440.00 | $1,760.00 | $443.00 | $1,772.00 |
| 666 | 007 | | REFL PAV MRK TY II (Y) 4" (SLD) | 17,975 | LF | $0.37 | $6,650.75 | $0.40 | $7,190.00 | $0.40 | $7,190.00 | $0.40 | $7,190.00 |
| 666 | 008 | | REFL PAV MRK TY II (Y) 4" (BRK) | 3,850 | LF | $0.42 | $1,617.00 | $0.45 | $1,732.50 | $0.45 | $1,732.50 | $0.50 | $1,925.00 |
| 666 | 010 | | REFL PAV MRK TY II (W) 8" (SLD) | 760 | LF | $0.77 | $585.20 | $0.80 | $608.00 | $0.80 | $608.00 | $0.80 | $608.00 |
| 666 | 011 | | REFL PAV MRK TY II (W) 12" (SLD) | 4,532 | LF | $1.35 | $6,118.20 | $1.40 | $6,344.80 | $1.45 | $6,571.40 | $1.40 | $6,344.80 |
| 666 | 012 | | REFL PAV MRK TY II (W) (ARROW) | 16 | EA | $36.50 | $584.00 | $40.00 | $640.00 | $40.00 | $640.00 | $39.00 | $624.00 |
| 677 | 001 | | REMOVE PAVEMENT MARKINGS | 30,000 | LF | $0.44 | $13,200.00 | $0.45 | $13,500.00 | $0.45 | $13,500.00 | $0.50 | $15,000.00 |
| 678 | 001 | | PAV SURF PREP FOR MRK (4") | 21,825 | LF | $0.12 | $2,619.00 | $0.11 | $2,400.75 | $0.11 | $2,400.75 | $0.10 | $2,182.50 |
| 678 | 002 | | PAV SURF PREP FOR MRK (8") | 760 | LF | $0.27 | $205.20 | $0.30 | $228.00 | $0.29 | $220.40 | $0.30 | $228.00 |
| 678 | 003 | | PAV SURF PREP FOR MRK (12") | 4,532 | LF | $0.38 | $1,722.16 | $0.40 | $1,812.80 | $0.40 | $1,812.80 | $0.40 | $1,812.80 |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES. L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 678 | 004 | | PAV SURF PREP FOR MRK (SYMBOL) | 4 | EA | $47.00 | $188.00 | $50.00 | $200.00 | $50.00 | $200.00 | $50.00 | $200.00 |
| 678 | 005 | | PAV SURF PREP FOR MRK (ARROW) | 16 | EA | $31.50 | $504.00 | $35.00 | $560.00 | $33.00 | $528.00 | $34.00 | $544.00 |
| 686 | 001 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (28') | 2 | EA | $11,000.00 | $22,000.00 | $9,400.00 | $18,800.00 | $6,000.00 | $12,000.00 | $10,000.00 | $20,000.00 |
| 686 | 002 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (32') | 2 | EA | $11,500.00 | $23,000.00 | $12,000.00 | $24,000.00 | $6,500.00 | $13,000.00 | $10,500.00 | $21,000.00 |
| 686 | 003 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (49') | 8 | EA | $22,000.00 | $176,000.00 | $22,000.00 | $176,000.00 | $18,500.00 | $148,000.00 | $18,000.00 | $144,000.00 |
| 686 | 004 | | REMOV TRF SG PL AM (S) | 12 | EA | $1,400.00 | $16,800.00 | $1,000.00 | $12,000.00 | $1,200.00 | $14,400.00 | $3,900.00 | $46,800.00 |
| 687 | 001 | | PEDESTAL POLE ASSEMBLY | 1 | EA | $6,300.00 | $6,300.00 | $2,300.00 | $2,300.00 | $2,100.00 | $2,100.00 | $2,200.00 | $2,200.00 |
| 688 | 001 | | PED DETECT (PUSH BTN) | 24 | EA | $657.00 | $15,768.00 | $1,500.00 | $36,000.00 | $380.00 | $9,120.00 | $1,580.00 | $37,920.00 |
| 5000 | 001 | | RAILROAD FLAGMAN | 1 | LS | $52,800.00 | $52,800.00 | $17,000.00 | $17,000.00 | $25,000.00 | $25,000.00 | $55,500.00 | $55,500.00 |
| 6035 | 001 | | LED LIGHTED STREET SIGNS | 12 | EA | $2,600.00 | $31,200.00 | $5,500.00 | $66,000.00 | $2,800.00 | $33,600.00 | $4,820.00 | $57,840.00 |
| 9002 | 001 | | TUBE FILTER | 140 | EA | $182.00 | $25,480.00 | $100.00 | $14,000.00 | $72.00 | $10,080.00 | $120.00 | $16,800.00 |
| 9003 | 001 | | REMOVE TUBE FILTER | 140 | EA | $32.00 | $4,480.00 | $5.00 | $700.00 | $20.00 | $2,800.00 | $5.50 | $770.00 |
| | | | **SUBTOTAL - ROADWAY AND DRAINAGE** | | | | **$12,473,901.04** | | **$12,717,083.45** | | **$13,686,487.00** | | **$14,545,745.65** |
| | | | **WATER AND SANITARY SEWER UTILITIES** | | | | | | | | | | |
| 712 | 001 | | Trench Safety System, complete in place. | 8,126 | LF | $0.25 | $2,031.50 | $0.15 | $1,218.90 | $1.00 | $8,126.00 | $2.00 | $16,252.00 |
| 801 | 001 | | Furnish & Install 6"x6" MJ Tee, complete in place. | 2 | EA | $195.00 | $390.00 | $265.00 | $530.00 | $350.00 | $700.00 | $485.00 | $970.00 |
| 801 | 002 | | Furnish & Install 8"x8" MJ Tee, complete in place. | 2 | EA | $315.00 | $630.00 | $350.00 | $700.00 | $410.00 | $820.00 | $540.00 | $1,080.00 |
| 801 | 003 | | Furnish & Install 8"x6" MJ Tee, complete in place. | 8 | EA | $285.00 | $2,280.00 | $320.00 | $2,560.00 | $400.00 | $3,200.00 | $500.00 | $4,000.00 |
| 801 | 004 | | Furnish & Install 8"X8" MJ Cross, complete in place. | 5 | EA | $400.00 | $2,000.00 | $415.00 | $2,075.00 | $1,000.00 | $5,000.00 | $580.00 | $2,900.00 |
| 801 | 005 | | Furnish & Install 8"X6" MJ Cross, complete in place. | 2 | EA | $375.00 | $750.00 | $380.00 | $760.00 | $1,000.00 | $2,000.00 | $542.00 | $1,084.00 |
| 801 | 006 | | Furnish & Install 8" MJ Adapter, complete in place. | 8 | EA | $225.00 | $1,800.00 | $255.00 | $2,040.00 | $400.00 | $3,200.00 | $442.00 | $3,536.00 |
| 801 | 007 | | Furnish & Install 6" MJ Adapter, complete in place. | 6 | EA | $160.00 | $960.00 | $200.00 | $1,200.00 | $300.00 | $1,800.00 | $380.00 | $2,280.00 |
| 801 | 008 | | Furnish & Install 8" Hymax Adapter, complete in place. | 2 | EA | $1,275.00 | $2,550.00 | $370.00 | $740.00 | $420.00 | $840.00 | $533.00 | $1,066.00 |
| 801 | 009 | | Furnish & Install 8"x6" MJ Reducer, complete in place. | 2 | EA | $175.00 | $350.00 | $205.00 | $410.00 | $260.00 | $520.00 | $384.00 | $768.00 |
| 801 | 010 | | Furnish & Install 8"x2" MJ Tap Cap, complete in place. | 2 | EA | $150.00 | $300.00 | $107.00 | $214.00 | $240.00 | $480.00 | $350.00 | $700.00 |
| 801 | 011 | | Furnish & Install 6"x2" MJ Tap Cap, complete in place. | 2 | EA | $115.00 | $230.00 | $79.00 | $158.00 | $180.00 | $360.00 | $325.00 | $650.00 |
| 801 | 012 | | Furnish & Install 8" MJ with 45 degree bend, complete in place. | 27 | EA | $210.00 | $5,670.00 | $240.00 | $6,480.00 | $350.00 | $9,450.00 | $472.00 | $12,744.00 |
| 801 | 013 | | Furnish & Install 8" MJ with 22.5 degree bend, complete in place.. | 2 | EA | $210.00 | $420.00 | $237.00 | $474.00 | $340.00 | $680.00 | $472.00 | $944.00 |
| 801 | 014 | | Furnish & Install 8" MJ with 11.25 degree bend, complete in place. | 2 | EA | $200.00 | $400.00 | $230.00 | $460.00 | $280.00 | $560.00 | $465.00 | $930.00 |
| 801 | 015 | | Furnish & Install 6" MJ with 45 degree bend, complete in place. | 12 | EA | $155.00 | $1,860.00 | $190.00 | $2,280.00 | $250.00 | $3,000.00 | $430.00 | $5,160.00 |
| 808 | 001 | | Furnish & Install Fire Hydrant Assembly, complete in place.. | 10 | EA | $3,595.00 | $35,950.00 | $4,200.00 | $42,000.00 | $3,900.00 | $39,000.00 | $4,300.00 | $43,000.00 |
| 810 | 002 | | Furnish & Install 2" HDPE SDR-9 PE 3408 Blue waterline, complete in place. | 20 | LF | $15.00 | $300.00 | $38.00 | $760.00 | $26.00 | $520.00 | $53.00 | $1,060.00 |
| 810 | 003 | | Furnish & Install 6" vc class 150-C-900 PVC waterline, complete in place. | 1,294 | LF | $83.26 | $107,738.44 | $81.00 | $104,814.00 | $86.00 | $111,284.00 | $68.00 | $87,992.00 |
| 810 | 004 | | Furnish & Install 8" vc class 150-C-900 PVC waterline, complete in place.. | 6,832 | LF | $85.66 | $585,229.12 | $82.50 | $563,640.00 | $87.00 | $594,384.00 | $80.00 | $546,560.00 |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES. L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 810 | 005 | | Furnish & Install Temporary Water Service Connections, complete in place. | 1 | LS | $8,000.00 | $8,000.00 | $20,000.00 | $20,000.00 | $5,600.00 | $5,600.00 | $46,000.00 | $46,000.00 |
| 810 | 006 | | Furnish and Install Temporary Fire Protection, complete in place. | 500 | LF | $25.50 | $12,750.00 | $38.50 | $19,250.00 | $30.00 | $15,000.00 | $52.60 | $26,300.00 |
| 811 | 001 | | Furnish & Install 6" Resilient Wedge Gate Valve & Valve Box as per Sections 805 and 811 of the specifications, complete in place. | 9 | EA | $985.00 | $8,865.00 | $1,000.00 | $9,000.00 | $900.00 | $8,100.00 | $984.00 | $8,856.00 |
| 811 | 002 | | Furnish & Install 8" Resilient Wedge Gate Valve & Valve Box as per Sections 805 and 811 of the specifications, complete in place. | 28 | EA | $1,335.00 | $37,380.00 | $1,400.00 | $39,200.00 | $1,300.00 | $36,400.00 | $1,357.00 | $37,996.00 |
| 2505 | 001 | | Furnish & Install 2" HDPE PE3408 SDR-9, 200 psi short side service connections, all in strict accordance with plans and specifications. | 10 | EA | $1,110.00 | $11,100.00 | $2,100.00 | $21,000.00 | $1,200.00 | $12,000.00 | $1,807.00 | $18,070.00 |
| 2505 | 002 | | Furnish & Install 2" HDPE PE3408 SDR-9, 200 psi long side service connections, all in strict accordance with plans and specifications. | 12 | EA | $1,255.00 | $15,060.00 | $2,750.00 | $33,000.00 | $1,300.00 | $15,600.00 | $2,607.00 | $31,284.00 |
| 2505 | 003 | | Furnish & Install 1" HDPE PE3408 SDR-9, 200 psi short side service connections, all in strict accordance with plans and specifications. | 275 | EA | $500.00 | $137,500.00 | $1,000.00 | $275,000.00 | $750.00 | $206,250.00 | $817.00 | $224,675.00 |
| 2505 | 004 | | Furnish & Install 1" HDPE PE3408 SDR-9, 200 psi long side service connections, all in strict accordance with plans and specifications. | 90 | EA | $610.00 | $54,900.00 | $1,800.00 | $162,000.00 | $800.00 | $72,000.00 | $1,174.00 | $105,660.00 |
| 2505 | 005 | | Remove & Replace existing Air Relase Valve and pipe connection to existing main & meter box, all in strict accordance with plans and specifications. "Water Utilities Specification Item 719 Air Release Valves" | 4 | EA | $1,525.00 | $6,100.00 | $1,700.00 | $6,800.00 | $6,000.00 | $24,000.00 | $3,842.00 | $15,368.00 |
| 708 | 001 | | MANHOLES - REMOVE & REPLACE EXISTING SANITARY SEWER STRUCTURES W/FIBERGLASS MANHOLES(<12 FT.), complete in place, all in strict accordance with plans and specifications. | 13 | EA | $2,285.00 | $29,705.00 | $7,500.00 | $97,500.00 | $5,800.00 | $75,400.00 | $4,838.00 | $62,894.00 |
| 708 | 002 | | MANHOLES - REMOVE & REPLACE EXISTING SANITARY SEWER STRUCTURES W/FIBERGLASS MANHOLES (>12 FT.), complete in place, all in strict accordance with plans and specifications. | 4 | EA | $4,125.00 | $16,500.00 | $10,500.00 | $42,000.00 | $7,000.00 | $28,000.00 | $9,475.00 | $37,900.00 |
| 708 | 003 | | MANHOLES - FURNISH & INSTALL FIBERGLASS SANITARY SEWER STRUCTURES (<12 FT.), complete in place, all in strict accordance with plans and specifications. | 4 | EA | $2,300.00 | $9,200.00 | $10,000.00 | $40,000.00 | $5,200.00 | $20,800.00 | $5,160.00 | $20,640.00 |
| 708 | 004 | | MANHOLES - FURNISH & INSTALL FIBERGLASS SANITARY SEWER STRUCTURES (>12 FT.), complete in place, all in strict accordance with plans and specifications. | 3 | EA | $3,745.00 | $11,235.00 | $12,500.00 | $37,500.00 | $6,400.00 | $19,200.00 | $8,950.00 | $26,850.00 |
| 708 | 005 | | MANHOLES - REMOVE EXISTING SANITARY SEWER STRUC W/ FIBERGLASS MANHOLES (>/<12 FT.), complete in place, all in strict accordance with plans and specifications. | 2 | EA | $1,500.00 | $3,000.00 | $2,800.00 | $5,600.00 | $2,300.00 | $4,600.00 | $3,160.00 | $6,320.00 |
| 2534 | 001 | | Replacement of 4" short side service connection up to property line, w/4" PVC Schedule 40 pipe, complete in place, all in strict accordance with plans and specifications. | 24 | EA | $485.00 | $11,640.00 | $1,300.00 | $31,200.00 | $1,150.00 | $27,600.00 | $1,660.00 | $39,840.00 |
| 2534 | 002 | | Replacement of 4" long side service connection up to property line, w/4" PVC Schedule 40 pipe, complete in place, all in strict accordance with plans and specifications. | 28 | EA | $606.00 | $16,968.00 | $2,800.00 | $78,400.00 | $1,700.00 | $47,600.00 | $1,790.00 | $50,120.00 |
| 4020 | 001 | | 6" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (6.63" O.D.), complete in place, all in strict accordance with plans and specifications. | 24 | LF | $86.23 | $2,069.52 | $300.00 | $7,200.00 | $175.00 | $4,200.00 | $231.00 | $5,544.00 |
| 4020 | 002 | | 10" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (10.75" O.D.), complete in place, all in strict accordance with plans and specifications. | 1,734 | LF | $93.04 | $161,331.36 | $185.00 | $320,790.00 | $75.00 | $130,050.00 | $61.00 | $105,774.00 |
| 4020 | 003 | | 18" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (18.00" O.D.), complete in place, all in strict accordance with plans and specifications. | 450 | LF | $109.60 | $49,320.00 | $240.00 | $108,000.00 | $260.00 | $117,000.00 | $203.00 | $91,350.00 |
| 4020 | 005 | | Furnish & Install 15" Sanitary Sewer Lines, Utilizing 15-inch PVC SDR-26(for open trench) or 15-inch solid wall polyethylene pipe (HDPE), PE 3408, ASTM F714, SDR 17 (for pipe bursting/crushing) complete in place. | 1,039 | LF | $95.41 | $99,130.99 | $210.00 | $218,190.00 | $145.00 | $150,655.00 | $148.00 | $153,772.00 |
| 4020 | 006 | | Furnish & Install 6" Sanitary Sewer Lines, Utilizing 6-inch PVC SDR-26(for open trench) or 6-inch solid wall polyethylene pipe (HDPE), PE 3408, ASTM F714, SDR 17 (for pipe bursting/crushing) complete in place. | 480 | LF | $80.15 | $38,472.00 | $150.00 | $72,000.00 | $76.00 | $36,480.00 | $63.00 | $30,240.00 |
| | | | **SUBTOTAL - WATER AND SANITARY SEWER** | | | | **$1,492,065.93** | | **$2,377,143.90** | | **$1,842,459.00** | | **$1,879,129.00** |
| | | | **TOTAL CONSTRUCTION COST** | | | | **$13,965,966.97** | | **$15,094,227.35** | | **$15,528,946.00** | | **$16,424,874.65** |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | | ALLCO, L.L.C. | | TRIPLE B SERVICES. L.L.P. | | BRYSTAR CONTRACTING , INC. | | BDS CONSTRUCTORS, L.L.C. dba/ MK CONSTRUCTORS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 4640 | 001 | A | 15" CPP AASHTO M330 (DUAL GASKET) | 96 | LF | $22.45 | $2,155.20 | $125.50 | $12,048.00 | $80.00 | $7,680.00 | $130.00 | $12,480.00 |
| 4640 | 002 | A | 18" CPP AASHTO M330 (DUAL GASKET) | 54 | LF | $27.00 | $1,458.00 | $79.00 | $4,266.00 | $98.00 | $5,292.00 | $138.00 | $7,452.00 |
| 4640 | 003 | A | 24" CPP AASHTO M330 (DUAL GASKET) | 3,541 | LF | $33.84 | $119,827.44 | $98.00 | $347,018.00 | $110.00 | $389,510.00 | $115.00 | $407,215.00 |
| 4640 | 004 | A | 30" CPP AASHTO M330 (DUAL GASKET) | 820 | LF | $129.10 | $105,862.00 | $130.00 | $106,600.00 | $111.00 | $91,020.00 | $162.00 | $132,840.00 |
| 4640 | 005 | A | 36" CPP AASHTO M330 (DUAL GASKET) | 1,799 | LF | $130.75 | $235,219.25 | $154.00 | $277,046.00 | $112.00 | $201,488.00 | $163.00 | $293,237.00 |
| 4640 | 006 | A | 42" CPP AASHTO M330 (DUAL GASKET) | 1,144 | LF | $138.70 | $158,672.80 | $191.50 | $219,076.00 | $130.00 | $148,720.00 | $172.00 | $196,768.00 |
| 4640 | 007 | A | 48" CPP AASHTO M330 (DUAL GASKET) | 1,540 | LF | $152.90 | $235,466.00 | $226.50 | $348,810.00 | $150.00 | $231,000.00 | $216.00 | $332,640.00 |
| 4640 | 008 | A | 54" CPP AASHTO M330 (DUAL GASKET) | 1,372 | LF | $187.60 | $257,387.20 | $292.00 | $400,624.00 | $251.00 | $344,372.00 | $292.00 | $400,624.00 |
| 4640 | 009 | A | 60" CPP AASHTO M330 (DUAL GASKET) | 297 | LF | $191.40 | $56,845.80 | $301.50 | $89,545.50 | $260.00 | $77,220.00 | $303.00 | $89,991.00 |
| | | | **TOTAL ALTERNATE A** | | | | **$1,172,893.69** | | **$1,805,033.50** | | **$1,496,302.00** | | **$1,873,247.00** |

CITY OF BEAUMONT

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WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | | APAC - TEXAS, INC. | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | | | | | |
| 100 | 001 | | PREPARING RIGHT-OF-WAY | 87 | STA | $3,500.00 | $304,500.00 | | | | | |
| 104 | 001 | | REMOVING CONCRETE (PAV) (4" - 12") | 45,000 | SY | $11.00 | $495,000.00 | | | | | |
| 104 | 002 | | REMOVING CONCRETE (DRWY) (4" - 6") | 4,096 | SY | $16.00 | $65,536.00 | | | | | |
| 104 | 003 | | REMOVING CONCRETE (SWLK) (4" - 6") | 300 | SY | $18.00 | $5,400.00 | | | | | |
| 110 | 001 | | EXCAVATION (ROADWAY) | 12,983 | CY | $20.00 | $259,660.00 | | | | | |
| 132 | 001 | | EMBANKMENT (TY B) (FINAL) (ORD. COMP) | 1,050 | CY | $37.00 | $38,850.00 | | | | | |
| 162 | 001 | | SODDING FOR EROSION CONTROL | 7,056 | SY | $5.70 | $40,219.20 | | | | | |
| 168 | 001 | | VEGETATIVE WATERING | 610 | MG | $27.00 | $16,470.00 | | | | | |
| 247 | 001 | | FLEX BASE (TY A) (GR 2) (8")(DC) (COMP. IN PLACE) ASPHALT TRANSITIONS | 1,384 | SY | $26.00 | $35,984.00 | | | | | |
| 247 | 002 | | FLEX BASE (TY A) (GR 2) (6")(DC) (COMP. IN PLACE) BASE COURSE | 2,603 | SY | $19.00 | $49,457.00 | | | | | |
| 247 | 003 | | FLEX BASE (TY A) (GR 2) (12")(DC) (COMP. IN PLACE) BASE COURSE | 58,334 | SY | $28.00 | $1,633,352.00 | | | | | |
| 247 | 004 | | FLEX BASE (TY A) (GR 2) (4")(DC) (COMP. IN PLACE) BASE COURSE | 1,700 | SY | $16.00 | $27,200.00 | | | | | |
| 300 | 001 | | ASPHALT, OILS, AND EMULSIONS PRIME (AE-P) | 800 | GAL | $7.50 | $6,000.00 | | | | | |
| 340 | 001 | | DENSE GRADED HOT MIX ASPHALT PG 64-22 (TYPE D) (2") | 595 | TONS | $145.00 | $86,275.00 | | | | | |
| 340 | 002 | | DENSE GRADED HOT MIX ASPHALT PG 64-22 (TYPE D) (2")(TEMP)(CITY UTILITIES TRENCH) | 2,358 | SY | $15.50 | $36,549.00 | | | | | |
| 354 | 001 | | PLAN & TEXT ASPH CONC PAV (2" - 4") | 45,495 | SY | $4.00 | $181,980.00 | | | | | |
| 360 | 001 | | CONC PAV (8") (CL P) | 2,444 | SY | $55.00 | $134,420.00 | | | | | |
| 360 | 002 | | CONC PAV (10") (CL P) | 51,300 | SY | $69.00 | $3,539,700.00 | | | | | |
| 360 | 003 | | CONC PAV (10") (HES) | 2,900 | SY | $90.00 | $261,000.00 | | | | | |
| 400 | 001 | | EXCAVATION (PIPES) (STORM) | 20,483 | CY | $14.55 | $298,027.65 | | | | | |
| 400 | 002 | | CEM STABIL BKFL (1.5 SK/CY SAND) | 16,894 | CY | $46.00 | $777,124.00 | | | | | |
| 402 | 001 | | TRENCH EXCAVATION PROTECTION | 11,000 | LF | $1.15 | $12,650.00 | | | | | |
| 416 | 001 | | FOUNDATION FOR TRAFFIC SIGNAL (36 INCH DRILL SHAFT) | 110 | LF | $340.00 | $37,400.00 | | | | | |
| 416 | 002 | | FOUNDATION FOR TRAFFIC SIGNAL (48 INCH DRILL SHAFT) | 88 | LF | $500.00 | $44,000.00 | | | | | |
| 423 | 001 | | RETAINING WALLS (6"X 2"- 24") (CL A) | 406 | LF | $60.00 | $24,360.00 | | | | | |
| 450 | 001 | | RAILINGS ( PEDESTRIAN) | 180 | LF | $225.00 | $40,500.00 | | | | | |
| 464 | 001 | | RCP 15" | 96 | LF | $90.00 | $8,640.00 | | | | | |
| 464 | 002 | | RCP 18" | 54 | LF | $95.00 | $5,130.00 | | | | | |
| 464 | 003 | | RCP 24" | 3,541 | LF | $100.00 | $354,100.00 | | | | | |
| 464 | 004 | | RCP 30" | 820 | LF | $120.00 | $98,400.00 | | | | | |
| 464 | 005 | | RCP 36" | 1,799 | LF | $138.00 | $248,262.00 | | | | | |
| 464 | 006 | | RCP 42" | 1,144 | LF | $157.00 | $179,608.00 | | | | | |
| 464 | 007 | | RCP 48" | 1,540 | LF | $180.00 | $277,200.00 | | | | | |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | APAC - TEXAS, INC. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | | | | | | |
| 464 | 008 | | RCP 54" | 1,372 | LF | $205.00 | $281,260.00 | | | | | | |
| 464 | 009 | | RCP 60" | 297 | LF | $235.00 | $69,795.00 | | | | | | |
| 465 | 001 | | MANHOLES (COMPLETE) (TY A) | 39 | EA | $10,500.00 | $409,500.00 | | | | | | |
| 465 | 002 | | MANHOLES (COMPLETE) (TY B) | 2 | EA | $10,700.00 | $21,400.00 | | | | | | |
| 465 | 003 | | CURB INLET TY A (COMPL) (5'-0") | 66 | EA | $4,500.00 | $297,000.00 | | | | | | |
| 465 | 004 | | CURB INLET EXTENSION TY E (COMPL) (5'-0") | 49 | EA | $1,700.00 | $83,300.00 | | | | | | |
| 465 | 005 | | GRATE INLET TY I (COMPL) (GRATE HEAVY DUTY) | 13 | EA | $1,800.00 | $23,400.00 | | | | | | |
| 465 | 006 | | SURFACE INLET (COMPL) (GRATE HEAVY DUTY) | 2 | EA | $6,200.00 | $12,400.00 | | | | | | |
| 496 | 001 | | REMOV STR (PIPE) 8" - 48" RCP | 10,901 | LF | $8.00 | $87,208.00 | | | | | | |
| 496 | 002 | | REMOV STR (GRATE INLET) | 3 | EA | $235.00 | $705.00 | | | | | | |
| 496 | 003 | | REMOV STR (CURB INLET) | 50 | EA | $235.00 | $11,750.00 | | | | | | |
| 496 | 004 | | REMOV STR (MH) (JBOX) | 14 | EA | $465.00 | $6,510.00 | | | | | | |
| 496 | 005 | | REMOV STR (CURB & GUTTER COMBINED) | 1,380 | LF | $7.80 | $10,764.00 | | | | | | |
| 496 | 006 | | REMOV STR (TRAFFIC POLE FDN)(STONE STRUC) | 12 | EA | $23,500.00 | $282,000.00 | | | | | | |
| 496 | 007 | | REMOV STR (MBGF) | 2 | EA | $1,900.00 | $3,800.00 | | | | | | |
| 500 | 001 | | MOBILIZATION | 1 | LS | $1,590,000.00 | $1,590,000.00 | | | | | | |
| 502 | 001 | | BARRICADES, SIGNS, AND TRAFFIC HANDLINGS | 30 | MO | $3,450.00 | $103,500.00 | | | | | | |
| 506 | 001 | | CONSTRUCTION EXITS (INSTALL) (TY 1) | 1,033 | SY | $24.00 | $24,792.00 | | | | | | |
| 506 | 002 | | CONSTRUCTION EXITS (REMOVE) | 1,033 | SY | $7.00 | $7,231.00 | | | | | | |
| 506 | 003 | | TEMP SEDIMENT CONTROL FENCE (INSTALL) | 18,062 | LF | $2.80 | $50,573.60 | | | | | | |
| 506 | 004 | | TEMP SEDIMENT CONTROL FENCE (REMOVE) | 18,062 | LF | $0.80 | $14,449.60 | | | | | | |
| 506 | 005 | | EROSION CONTROL LOGS | 4 | EA | $155.00 | $620.00 | | | | | | |
| 508 | 001 | | CONSTRUCTING DETOURS (HMAC TYPE B)(2' W)(3" T) | 1,134 | SY | $93.00 | $105,462.00 | | | | | | |
| 529 | 001 | | CONC CURB (TY II) (MONO) (CL A) (6") | 18,062 | LF | $14.00 | $252,868.00 | | | | | | |
| 530 | 001 | | DRIVEWAYS (CONC) (4") | 940 | SY | $80.00 | $75,200.00 | | | | | | |
| 530 | 002 | | DRIVEWAYS (CONC) (6") | 3,191 | SY | $90.00 | $287,190.00 | | | | | | |
| 531 | 001 | | CONC SIDEWALKS (4") | 6,728 | SY | $38.00 | $255,664.00 | | | | | | |
| 531 | 002 | | CONC WHEELCHAIR RAMPS (4") TYPE 2 | 12 | EA | $1,550.00 | $18,600.00 | | | | | | |
| 531 | 003 | | CONC WHEELCHAIR RAMPS (4") TYPE 7 | 13 | EA | $1,550.00 | $20,150.00 | | | | | | |
| 531 | 004 | | CONC WHEELCHAIR RAMPS (4") TYPE 9 | 2 | EA | $1,600.00 | $3,200.00 | | | | | | |
| 531 | 005 | | CONC WHEELCHAIR RAMPS (4") TYPE 10 | 22 | EA | $1,600.00 | $35,200.00 | | | | | | |
| 536 | 001 | | CONC MEDIANS & DIRECTIONAL ISLANDS (6")(CL A) | 150 | SY | $70.00 | $10,500.00 | | | | | | |

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WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | APAC - TEXAS, INC. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | | | | | | |
| 618 | 001 | | 2" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Fiber Optics) | 7,340 | LF | $13.50 | $99,090.00 | | | | | | |
| 618 | 002 | | 2" PVC SCHD 40 CONDUIT (Bored) (Fiber Optics) | 300 | LF | $18.00 | $5,400.00 | | | | | | |
| 618 | 003 | | 3" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Traffic Signal) | 1,460 | LF | $17.00 | $24,820.00 | | | | | | |
| 618 | 004 | | 4" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Fiber Optics) | 150 | LF | $20.00 | $3,000.00 | | | | | | |
| 618 | 005 | | 4" PVC SCHD 40 CONDUIT (INCL CEM STAB SAND BKFL) (Traffic Signal) | 60 | LF | $25.00 | $1,500.00 | | | | | | |
| 624 | 002 | | GROUND BOX (TY A) (Fiber Optics) | 15 | EA | $954.00 | $14,310.00 | | | | | | |
| 624 | 003 | | GROUND BOX (TY A) (Traffic Signal) | 18 | EA | $954.00 | $17,172.00 | | | | | | |
| 624 | 004 | | GROUND BOX (TY C) (Fiber Optics) | 6 | EA | $1,150.00 | $6,900.00 | | | | | | |
| 636 | 001 | | ALUMINUM SIGNS (TYPE A) | 62 | SF | $28.00 | $1,736.00 | | | | | | |
| 644 | 001 | | RELOCATE SM RD SN SUP & AM | 52 | EA | $420.00 | $21,840.00 | | | | | | |
| 656 | 001 | | FDNS FOR TRAFFIC SIGNAL DEVICES (24 INCH DRILL SHAFT) | 6 | LF | $260.00 | $1,560.00 | | | | | | |
| 662 | 001 | | 4" (W) (SLD) REMOVABLE | 27,612 | LF | $0.70 | $19,328.40 | | | | | | |
| 662 | 002 | | 8" (W) (SLD) REMOVABLE | 1,077 | LF | $1.50 | $1,615.50 | | | | | | |
| 662 | 003 | | 24" (W) (SLD) REMOVABLE | 340 | LF | $6.80 | $2,312.00 | | | | | | |
| 662 | 004 | | 4" (Y) (SLD) REMOVABLE | 22,121 | LF | $0.70 | $15,484.70 | | | | | | |
| 662 | 005 | | ARROW (W) REMOVABLE | 10 | EA | $145.00 | $1,450.00 | | | | | | |
| 662 | 006 | | WORD (W) REMOVABLE | 10 | EA | $260.00 | $2,600.00 | | | | | | |
| 662 | 2062 | | WK ZN PAV MRK REMOV (TRAF BTN) TY Y | 1,460 | EA | $3.10 | $4,526.00 | | | | | | |
| 666 | 001 | | REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) | 17,975 | LF | $0.70 | $12,582.50 | | | | | | |
| 666 | 002 | | REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) | 205 | LF | $1.06 | $217.30 | | | | | | |
| 666 | 003 | | REFL PAV MRK TY I (W) 4" (BRK)(100MIL) | 3,645 | LF | $0.75 | $2,733.75 | | | | | | |
| 666 | 004 | | REFL PAV MRK TY I (W) 8" (SLD)(100MIL) | 760 | LF | $1.60 | $1,216.00 | | | | | | |
| 666 | 005 | | REFL PAV MRK TY I (W) 12" (SLD)(100MIL) | 4,532 | LF | $2.30 | $10,423.60 | | | | | | |
| 666 | 007 | | REFL PAV MRK TY I (W) (ARROW)(100MIL) | 16 | EA | $110.00 | $1,760.00 | | | | | | |
| 666 | 008 | | REFL PAV MRK TY I (W) (RAILROAD) (100MIL) | 4 | EA | $424.00 | $1,696.00 | | | | | | |
| 666 | 007 | | REFL PAV MRK TY II (Y) 4" (SLD) | 17,975 | LF | $0.40 | $7,190.00 | | | | | | |
| 666 | 008 | | REFL PAV MRK TY II (Y) 4" (BRK) | 3,850 | LF | $0.45 | $1,732.50 | | | | | | |
| 666 | 010 | | REFL PAV MRK TY II (W) 8" (SLD) | 760 | LF | $0.75 | $570.00 | | | | | | |
| 666 | 011 | | REFL PAV MRK TY II (W) 12" (SLD) | 4,532 | LF | $1.30 | $5,891.60 | | | | | | |
| 666 | 012 | | REFL PAV MRK TY II (W) (ARROW) | 16 | EA | $36.00 | $576.00 | | | | | | |
| 677 | 001 | | REMOVE PAVEMENT MARKINGS | 30,000 | LF | $0.45 | $13,500.00 | | | | | | |
| 678 | 001 | | PAV SURF PREP FOR MRK (4") | 21,825 | LF | $0.10 | $2,182.50 | | | | | | |
| 678 | 002 | | PAV SURF PREP FOR MRK (8") | 760 | LF | $0.25 | $190.00 | | | | | | |
| 678 | 003 | | PAV SURF PREP FOR MRK (12") | 4,532 | LF | $0.40 | $1,812.80 | | | | | | |

CITY OF BEAUMONT

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WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | | APAC - TEXAS, INC. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | | | | | | | |
| 678 | 004 | | PAV SURF PREP FOR MRK (SYMBOL) | 4 | EA | $47.00 | $188.00 | | | | | | | |
| 678 | 005 | | PAV SURF PREP FOR MRK (ARROW) | 16 | EA | $31.00 | $496.00 | | | | | | | |
| 686 | 001 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (28') | 2 | EA | $9,500.00 | $19,000.00 | | | | | | | |
| 686 | 002 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (32') | 2 | EA | $10,000.00 | $20,000.00 | | | | | | | |
| 686 | 003 | | TRAF SIG POLE ASSEM 1 ARM (STEEL) (49') | 8 | EA | $17,000.00 | $136,000.00 | | | | | | | |
| 686 | 004 | | REMOV TRF SG PL AM (S) | 12 | EA | $3,700.00 | $44,400.00 | | | | | | | |
| 687 | 001 | | PEDESTAL POLE ASSEMBLY | 1 | EA | $2,120.00 | $2,120.00 | | | | | | | |
| 688 | 001 | | PED DETECT (PUSH BTN) | 24 | EA | $1,500.00 | $36,000.00 | | | | | | | |
| 5000 | 001 | | RAILROAD FLAGMAN | 1 | LS | $35,000.00 | $35,000.00 | | | | | | | |
| 6035 | 001 | | LED LIGHTED STREET SIGNS | 12 | EA | $4,500.00 | $54,000.00 | | | | | | | |
| 9002 | 001 | | TUBE FILTER | 140 | EA | $27.00 | $3,780.00 | | | | | | | |
| 9003 | 001 | | REMOVE TUBE FILTER | 140 | EA | $10.50 | $1,470.00 | | | | | | | |
| | | | **SUBTOTAL - ROADWAY AND DRAINAGE** | | | | **$14,740,319.20** | | | | | | | |
| | | | **WATER AND SANITARY SEWER UTILITIES** | | | | | | | | | | | |
| 712 | 001 | | Trench Safety System, complete in place. | 8,126 | LF | $1.50 | $12,189.00 | | | | | | | |
| 801 | 001 | | Furnish & Install 6"x6" MJ Tee, complete in place. | 2 | EA | $360.00 | $720.00 | | | | | | | |
| 801 | 002 | | Furnish & Install 8"x8" MJ Tee, complete in place. | 2 | EA | $505.00 | $1,010.00 | | | | | | | |
| 801 | 003 | | Furnish & Install 8"x6" MJ Tee, complete in place. | 8 | EA | $445.00 | $3,560.00 | | | | | | | |
| 801 | 004 | | Furnish & Install 8"X8" MJ Cross, complete in place. | 5 | EA | $610.00 | $3,050.00 | | | | | | | |
| 801 | 005 | | Furnish & Install 8"X6" MJ Cross, complete in place. | 2 | EA | $1,150.00 | $2,300.00 | | | | | | | |
| 801 | 006 | | Furnish & Install 8" MJ Adapter, complete in place. | 8 | EA | $340.00 | $2,720.00 | | | | | | | |
| 801 | 007 | | Furnish & Install 6" MJ Adapter, complete in place. | 6 | EA | $235.00 | $1,410.00 | | | | | | | |
| 801 | 008 | | Furnish & Install 8" Hymax Adapter, complete in place. | 2 | EA | $535.00 | $1,070.00 | | | | | | | |
| 801 | 009 | | Furnish & Install 8"x6" MJ Reducer, complete in place. | 2 | EA | $250.00 | $500.00 | | | | | | | |
| 801 | 010 | | Furnish & Install 8"x2" MJ Tap Cap, complete in place. | 2 | EA | $185.00 | $370.00 | | | | | | | |
| 801 | 011 | | Furnish & Install 6"x2" MJ Tap Cap, complete in place. | 2 | EA | $137.00 | $274.00 | | | | | | | |
| 801 | 012 | | Furnish & Install 8" MJ with 45 degree bend, complete in place. | 27 | EA | $310.00 | $8,370.00 | | | | | | | |
| 801 | 013 | | Furnish & Install 8" MJ with 22.5 degree bend, complete in place.. | 2 | EA | $305.00 | $610.00 | | | | | | | |
| 801 | 014 | | Furnish & Install 8" MJ with 11.25 degree bend, complete in place. | 2 | EA | $295.00 | $590.00 | | | | | | | |
| 801 | 015 | | Furnish & Install 6" MJ with 45 degree bend, complete in place. | 12 | EA | $225.00 | $2,700.00 | | | | | | | |
| 808 | 001 | | Furnish & Install Fire Hydrant Assembly, complete in place.. | 10 | EA | $3,900.00 | $39,000.00 | | | | | | | |
| 810 | 002 | | Furnish & Install 2" HDPE SDR-9 PE 3408 Blue waterline, complete in place. | 20 | LF | $29.00 | $580.00 | | | | | | | |
| 810 | 003 | | Furnish & Install 6" vc class 150-C-900 PVC waterline, complete in place. | 1,294 | LF | $88.00 | $113,872.00 | | | | | | | |
| 810 | 004 | | Furnish & Install 8" vc class 150-C-900 PVC waterline, complete in place.. | 6,832 | LF | $105.00 | $717,360.00 | | | | | | | |

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| | | | | | | APAC - TEXAS, INC. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 810 | 005 | | Furnish & Install Temporary Water Service Connections, complete in place. | 1 | LS | $3,900.00 | $3,900.00 | | | | | | |
| 810 | 006 | | Furnish and Install Temporary Fire Protection, complete in place. | 500 | LF | $39.00 | $19,500.00 | | | | | | |
| 811 | 001 | | Furnish & Install 6" Resilient Wedge Gate Valve & Valve Box as per Sections 805 and 811 of the specifications, complete in place. | 9 | EA | $1,400.00 | $12,600.00 | | | | | | |
| 811 | 002 | | Furnish & Install 8" Resilient Wedge Gate Valve & Valve Box as per Sections 805 and 811 of the specifications, complete in place. | 28 | EA | $2,200.00 | $61,600.00 | | | | | | |
| 2505 | 001 | | Furnish & Install 2" HDPE PE3408 SDR-9, 200 psi short side service connections, all in strict accordance with plans and specifications. | 10 | EA | $950.00 | $9,500.00 | | | | | | |
| 2505 | 002 | | Furnish & Install 2" HDPE PE3408 SDR-9, 200 psi long side service connections, all in strict accordance with plans and specifications. | 12 | EA | $1,350.00 | $16,200.00 | | | | | | |
| 2505 | 003 | | Furnish & Install 1" HDPE PE3408 SDR-9, 200 psi short side service connections, all in strict accordance with plans and specifications. | 275 | EA | $770.00 | $211,750.00 | | | | | | |
| 2505 | 004 | | Furnish & Install 1" HDPE PE3408 SDR-9, 200 psi long side service connections, all in strict accordance with plans and specifications. | 90 | EA | $1,100.00 | $99,000.00 | | | | | | |
| 2505 | 005 | | Remove & Replace existing Air Relase Valve and pipe connection to existing main & meter box, all in strict accordance with plans and specifications. "Water Utilities Specification Item 719 Air Release Valves". | 4 | EA | $1,600.00 | $6,400.00 | | | | | | |
| 708 | 001 | | MANHOLES - REMOVE & REPLACE EXISTING SANITARY SEWER STRUCTURES W/FIBERGLASS MANHOLES(<12 FT.), complete in place, all in strict accordance with plans and specifications. | 13 | EA | $7,300.00 | $94,900.00 | | | | | | |
| 708 | 002 | | MANHOLES - REMOVE & REPLACE EXISTING SANITARY SEWER STRUCTURES W/FIBERGLASS MANHOLES (>12 FT.), complete in place, all in strict accordance with plans and specifications. | 4 | EA | $7,400.00 | $29,600.00 | | | | | | |
| 708 | 003 | | MANHOLES - FURNISH & INSTALL FIBERGLASS SANITARY SEWER STRUCTURES (<12 FT.), complete in place, all in strict accordance with plans and specifications. | 4 | EA | $7,400.00 | $29,600.00 | | | | | | |
| 708 | 004 | | MANHOLES - FURNISH & INSTALL FIBERGLASS SANITARY SEWER STRUCTURES (>12 FT.), complete in place, all in strict accordance with plans and specifications. | 3 | EA | $7,400.00 | $22,200.00 | | | | | | |
| 708 | 005 | | MANHOLES - REMOVE EXISTING SANITARY SEWER STRUC W/ FIBERGLASS MANHOLES (>/<12 FT.), complete in place, all in strict accordance with plans and specifications. | 2 | EA | $2,800.00 | $5,600.00 | | | | | | |
| 2534 | 001 | | Replacement of 4" short side service connection up to property line, w/4" PVC Schedule 40 pipe, complete in place, all in strict accordance with plans and specifications. | 24 | EA | $570.00 | $13,680.00 | | | | | | |
| 2534 | 002 | | Replacement of 4" long side service connection up to property line, w/4" PVC Schedule 40 pipe, complete in place, all in strict accordance with plans and specifications. | 28 | EA | $1,900.00 | $53,200.00 | | | | | | |
| 4020 | 001 | | 6" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (6.63" O.D.), complete in place, all in strict accordance with plans and specifications. | 24 | LF | $225.00 | $5,400.00 | | | | | | |
| 4020 | 002 | | 10" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (10.75" O.D.), complete in place, all in strict accordance with plans and specifications. | 1,734 | LF | $170.00 | $294,780.00 | | | | | | |
| 4020 | 003 | | 18" HDPE SDR-17 Pipe Burst Sanitary Sewer Mains (18.00" O.D.), complete in place, all in strict accordance with plans and specifications. | 450 | LF | $205.00 | $92,250.00 | | | | | | |
| 4020 | 005 | | Furnish & Install 15" Sanitary Sewer Lines, Utilizing 15-inch PVC SDR-26(for open trench) or 15-inch solid wall polyethylene pipe (HDPE), PE 3408, ASTM F714, SDR 17 (for pipe bursting/crushing) complete in place. | 1,039 | LF | $140.00 | $145,460.00 | | | | | | |
| 4020 | 006 | | Furnish & Install 6" Sanitary Sewer Lines, Utilizing 6-inch PVC SDR-26(for open trench) or 6-inch solid wall polyethylene pipe (HDPE), PE 3408, ASTM F714, SDR 17 (for pipe bursting/crushing) complete in place. | 480 | LF | $145.00 | $69,600.00 | | | | | | |
| | | | **SUBTOTAL - WATER AND SANITARY SEWER** | | | | **$2,208,975.00** | | | | | | |
| | | | **TOTAL CONSTRUCTION COST** | | | | **$16,949,294.20** | | | | | | |

CITY OF BEAUMONT

BID TAB

WASHINGTON BOULEVARD PAVEMENT IMPROVEMENT PROJECT PHASE II



| | | | | | | | APAC - TEXAS, INC. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Code | Alt | Description | Estimated Quantity | Unit Meaure | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 4640 | 001 | A | 15" CPP AASHTO M330 (DUAL GASKET) | 96 | LF | $85.00 | $8,160.00 | | | | | | |
| 4640 | 002 | A | 18" CPP AASHTO M330 (DUAL GASKET) | 54 | LF | $88.00 | $4,752.00 | | | | | | |
| 4640 | 003 | A | 24" CPP AASHTO M330 (DUAL GASKET) | 3,541 | LF | $96.00 | $339,936.00 | | | | | | |
| 4640 | 004 | A | 30" CPP AASHTO M330 (DUAL GASKET) | 820 | LF | $105.00 | $86,100.00 | | | | | | |
| 4640 | 005 | A | 36" CPP AASHTO M330 (DUAL GASKET) | 1,799 | LF | $115.00 | $206,885.00 | | | | | | |
| 4640 | 006 | A | 42" CPP AASHTO M330 (DUAL GASKET) | 1,144 | LF | $125.00 | $143,000.00 | | | | | | |
| 4640 | 007 | A | 48" CPP AASHTO M330 (DUAL GASKET) | 1,540 | LF | $145.00 | $223,300.00 | | | | | | |
| 4640 | 008 | A | 54" CPP AASHTO M330 (DUAL GASKET) | 1,372 | LF | $75.00 | $102,900.00 | | | | | | |
| 4640 | 009 | A | 60" CPP AASHTO M330 (DUAL GASKET) | 297 | LF | $180.00 | $53,460.00 | | | | | | |
| | | | TOTAL ALTERNATE A | | | | $1,168,493.00 | | | | | | |

RESOLUTION NO.

WHEREAS, on August 4, 2016, five (5) bids were received for the Washington Boulevard Pavement and Drainage Improvement – Phase II (Corporate Drive to Amarillo Street) Project; and,

WHEREAS, it is the recommendation of City of Beaumont Public Works/Engineering Division that revisions to the Scope of Work be made to include Executive Boulevard and Corporate Drive to the original design and the project be rebid at a later date; and,

WHEREAS, the City Council finds it is not in the public interest to accept the bids for the Washington Boulevard Pavement and Drainage Improvement – Phase II (Corporate Drive to Amarillo Street) Project and that each should be rejected;

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 Council does hereby reject the bids for the Washington Boulevard Pavement and Drainage Improvement – Phase II (Corporate Drive to Amarillo Street) Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -

# WORK SESSION

* Review and discuss the proposed FY 2017 Budget and the proposed 2017 Capital Program

# PUBLIC HEARING

* Receive comments on the proposed FY 2017 Budget and the proposed 2017 Capital Program

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Laura Clark, Chief Financial Officer |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council to hold a joint public hearing on the proposed FY 2017 Budget and the proposed 2017 Capital Program. |

**BACKGROUND**
The proposed FY 2017 Budget was submitted to Council on August 9, 2016. The proposed 2017 Capital Program was originally submitted on May 13, 2016 and again with the proposed budget on August 9, 2016.

The notice of the public hearing on the Budget and Capital Program was published August 16, 2016.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Hold the joint public hearing.

# PUBLIC HEARING

* Receive comments on the 2016 (FY 2017) Proposed Tax Rate

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Laura Clark, Chief Financial Officer |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council to hold a public hearing on the 2016 (FY 2017) proposed tax rate. |

**BACKGROUND**
Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in adopting their tax rate. Two public hearings are required if the proposed tax rate exceeds the lower of the effective tax rate or the roll back tax rate. A Notice of Proposed Tax Rate is required to be published in the newspaper, on the city website, and on a television channel, if available. The notice was posted on cable channel 4 and in the newspaper on August 16, 2016 in addition to being posted on the website August 10, 2016.

**FUNDING SOURCE**
Not applicable.

**RECOMMENDATION**
Hold public hearing.

# 8

## August 23, 2016

Consider a resolution approving the payoff of a Small Business Administration loan which was used by the Beaumont Yacht Club to make repairs and replacement of property at the Beaumont Marina following Hurricane Ike

BEAUMONT
TEXAS

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | Kyle Hayes, City Manager |
| **PREPARED BY:** | Laura Clark, Chief Financial Officer |
| **MEETING DATE:** | August 23, 2016 |
| **REQUESTED ACTION:** | Council consider a resolution approving the payoff of a Small Business Administration loan which was used by the Beaumont Yacht Club to make repairs and replacement of property at the Beaumont Marina following Hurricane Ike. |

**BACKGROUND**

In March 1987 and then again in September 1998, the City entered into a Management and Concession Agreement with the Beaumont Yacht Club (BYC) for the operation of the public marina. The marina is located on approximately 30 acres of city-owned riverfront property north of Interstate 10. Since 1987, the City has invested more than $1,500,000 for improvements to the marina. A payment schedule was established that provided monthly installments over a 15-year term, payable from BYC's operating revenues. In 2005, the payment schedule was amended to reduce the payments as a result of Hurricane Rita and extend the expiration date of the agreement to June 30, 2015. Following Hurricane Ike, the expiration was extended to September 30, 2015. The final payment was made in September of 2015. In January of 2016, the City and the BYC entered into a month to month lease.

Hurricane Rita caused extensive damage at the marina. The damage was almost exclusively to 73 older storage stalls which generated revenue for the BYC. City staff applied for FEMA assistance, but there was no cost-efficient means to rebuild the destroyed dry storage stalls with federal funds and meet the mitigation requirements. Therefore, the subsequent economic recovery for this loss was directed to another eligible project, except for funding to clean up the property.

Hurricane Ike caused more damage to the marina. The damage included the loss of additional stalls. Following Hurricane Ike, the Yacht Club received a Small Business Loan in order to replace 62 stalls lost as a result of the hurricane. The Beaumont Yacht Club has been paying on the SBA loan from revenues derived from renting wet and dry boat storage stalls.
In early 2016, the City received an appraisal of the marina property and made the decision to sell the property. The City accepted a bid of $1.475 million for the property but has since learned that the SBA loan is a cloud on the title of the marina property because the agreement between the City

of Beaumont and the Beaumont Yacht Club was assigned to secure the SBA loan. In order for the title to be clear, the loan must be paid in full. Because the Yacht Club used the loan proceeds to make improvements to the property owned by the City, the improvements become the City's property as well. Therefore, in light of the pending sale, the City will pay the SBA loan in full.

**FUNDING SOURCE**

The City of Beaumont will pay off the SBA Loan in the approximate amount of $465,000. If the sales price is $1.475 million, the City will realize an estimated $925,000 after paying the loan amount; closing costs and real estate brokerage fees. The estimated $925,000 would be deposited in the Capital Reserve which is used to buy city vehicles, equipment and for facility improvements or repairs.

Please note the property was listed for $1,150,000 based on an appraisal of the property. The high bid of $1.475 million is $325,000 more than the appraisal.

**RECOMMENDATION**

Approval of the resolution.

RESOLUTION NO.

WHEREAS, in March 1987 and September 1998, the City entered into a Management and Concession Agreement with the Beaumont Yacht Club (BYC) for the operation of the public marina that is located on approximately 30 acres of city-owned riverfront property north of Interstate 10; and,

WHEREAS, following Hurricane Ike, BYC received a Small Business Administration Loan in order to replace stalls lost as a result of the hurricane; and,

WHEREAS, in early 2016, the City received an appraisal of the marina property and made the decision to sell the property; and,

WHEREAS, in order to provide a clear title to the property, it is necessary to pay the Small Business Administration Loan in full; and,

WHEREAS, because BYC used the loan proceeds to make improvements to the property owned by the City, the improvements become the City's property as well; and,

WHEREAS, the City Council finds it is in the public interest to payoff the Small Business Administration Loan which was used by BYC to make repairs and replacement of property at 1000 Marina Drive following Hurricane Ike; and,

WHEREAS, the unconfirmed balance of the loan is estimated to be $465,000.00;

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 Council approves the payoff of the Small Business Administration Loan which was used by Beaumont Yacht Club to make repairs and replacement of

property at 1000 Marina Drive following Hurricane Ike in order to provide a clear title to the property so that it can be sold.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of August, 2016.

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- Mayor Becky Ames -