BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS SEPTEMBER 13, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – September 6, 2016

* Confirmation of committee appointments

A) Approve the award of an annual contract to Gulf Coast Electric Company, Inc. of Beaumont for electrical services

B) Authorize the City Manager to enter into an interlocal agreement with Region VIII Education Service Center, The Interlocal Purchasing System

C) Approve a resolution accepting payment for weed liens dated between January 8, 1987 and August 21, 1989 and waiving interest for property located at 2980 S. Major Drive

D) Authorize the City Manager to execute all documents necessary to accept grant funds from the Texas Department of Transportation for the traffic safety "Safe and Sober S.T.E.P." project

E) Authorize the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services related to influenza surveillance activities

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution approving the award of an annual contract for electrical services, to Gulf Coast Electric Company, Inc., of Beaumont, in the estimated amount of $209,700.

BACKGROUND
The contract specifies that the successful bidder will provide assorted electrical services at a fixed hourly rate and materials at a fixed percentage markup to maintain City electrical systems. The contract requires the contractor to have personnel onsite to assist the City with emergency repairs in the event of a disaster.

Five (5) vendors were notified, three (3) responded. Bids were evaluated on a total annual cost based upon estimated labor hours for each skill category and condition.

Gulf Coast Electric Company, Inc., who has held this contract for several years, was the low bidder. The total bid represents an approximate five percent (5%) increase over the current contract.

FUNDING SOURCE
General Fund - Facilities Maintenance Budget.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for electrical services to maintain City electrical systems; and,

WHEREAS, Gulf Coast Electric Company, Inc., of Beaumont, Texas, submitted a bid in the estimated amount of $209,700.00 as shown on Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by Gulf Coast Electric Company, Inc. should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the bid submitted by Gulf Coast Electric Company, Inc., of Beaumont, Texas, for an annual contract for electrical services to maintain City electrical systems in the estimated amount of $209,700.00 as shown on Exhibit "A," attached hereto, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Gulf Coast Electric Company, Inc., of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT ~ PURCHASING DIVISION
R. J. Hollar - Buyer II
409-880-3758
rhollar@ci.beaumont.tx.us

BID TABULATION: **Annual Contract for Electrical Services**
BID No. **BF0816-29**
OPENING DATE: **Thursday, September 01, 2016**

Vendor City / State		Apex Cntl Mgt Houston		Crown Electric Beaumont		Gulf Coast Beaumont	
Straight Time /Hour	**Est Hrs**	**Per Hr**	**Total**	**Per Hr**	**Total**	**Per Hr**	**Total**
Journeyman w/truck	1500	$ 52.00	$ 78,000.00	$ 62.00	$ 93,000.00	$ 68.00	$ 102,000.00
Journeyman no truck	500	$ 42.00	$ 21,000.00	$ 55.00	$ 27,500.00	$ 26.00	$ 13,000.00
Helper	500	$ 34.00	$ 17,000.00	$ 45.00	$ 22,500.00	$ 35.00	$ 17,500.00
Overtime Time /Hour							
Journeyman w/truck	150	$ 78.00	$ 11,700.00	$ 93.50	$ 14,025.00	$ 78.00	$ 11,700.00
Journeyman no truck	100	$ 63.00	$ 6,300.00	$ 82.50	$ 8,250.00	$ 40.00	$ 4,000.00
Helper	50	$ 51.00	$ 2,550.00	$ 67.50	$ 3,375.00	$ 38.00	$ 1,900.00
SUNDAY/HOLIDAY/DISASTER Time /Hour							
Journeyman w/truck	300	$ 104.00	$ 31,200.00	$ 124.00	$ 37,200.00	$ 80.00	$ 24,000.00
Journeyman no truck	300	$ 84.00	$ 25,200.00	$ 110.00	$ 33,000.00	$ 60.00	$ 18,000.00
Helper	200	$ 68.00	$ 13,600.00	$ 90.00	$ 18,000.00	$ 40.00	$ 8,000.00
TOTAL BID			**$ 206,550.00**		**$ 256,850.00**		**$ 200,100.00**
Additional Pricing							
Bucket Truck w/Journeyman		$ 62.00		$ 130.00		$ 130.00	
Backhoe w/operator		$ 62.00		$ 60.00		$ 90.00	
Parts&Material Markup		12%	$5,600	10%	$5,500	20%	$6,000
Rental Equipment Markup		15%	$3,450	5%	$3,150	20%	$3,600
EST TOTAL ANNUAL COST			**$ 215,600.00**		**$ 265,500.00**		**$ 209,700.00**

No response: Neches Elect; A & A Elect; Electrical Specialities; Newtron

EXHIBIT "A"

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to enter into an interlocal agreement with Region VIII Education Service Center, The Interlocal Purchasing System (TIPS).

BACKGROUND
Texas Local Government Code Chapter 791 allows a governmental agency to enter into a joint purchasing agreement. This agreement allows the City to utilize an existing contract that was competitively bid for specific products or services. TIPS is a purchasing cooperative. The City can purchase through it in the same way it does through the Houston-Galveston Area Council (HGAC) cooperative and the BuyBoard purchasing cooperative that the City utilizes to purchase equipment, fleet, and related services.

FUNDING SOURCE
Not Applicable

RECOMMENDATION
Approval of the 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 an Interlocal Agreement between the City of Beaumont and Region VIII Education Service Center t o provide cooperative purchasing services to the City of Beaumont through The Interlocal Purchasing System (TIPS) Program. The Interlocal Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

CITY OF BEAUMONT
TEXAS PUBLIC ENTITY

_____
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

EXHIBIT "A"

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

CITY OF BEAUMONT
Entity Name

By: _____
Authorized Signature

Title: KYLE HAYES
CITY MANAGER

_____
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

_____
Date

Public Entity Contact Information

PATRICK J. BARDWELL, PURCHASING MGR.
Primary Purchasing Person Name

801 MAIN ST., STE. 315
Street Address

BEAUMONT, TX 77701
City, State Zip

409-880-3175
Telephone Number

409-880-3747
Fax Number

PBARDWELL@beaumonttexas.gov
Primary Person Email Address

TERRY WELCH, BUYER III
Secondary Person Name

TWELCH@beaumonttexas.gov
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

C

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution accepting payment in the amount of $1,207.96 for weed liens dated between January 8, 1987 and August 21, 1989 and waiving interest in the amount of $3,344.49.

BACKGROUND
Between January 8, 1987 and August 21, 1989 seven (7) weed liens were attached to property legally described as South Amelia S10' L4 Blk 2 L5 Blk 2 (2980 S. Major Drive). The liens were discovered by the owner's daughter in a title search related to the proposed sale of the property.

Principal amount due is $1,207.96 and total interest accrued since the filing of said liens is $3,344.49, for a total amount of $4,552.45.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RECEIVED 7-28-16

Angela Robertson
705 E Tuttle
White Oak TX 75693
903-736-3281
wbangrobe@aol.com

Re:Joseph Cicardo
PO Box 542
Gladewater TX 75647

July 20, 2016

Ms. Laura Clark, CFO
City of Beaumont
PO Box 3872
Beaumont TX 77704

Dear Ms. Clark,

I am writing this letter to request relief for seven weed liens that have been placed on my father's property. He purchased 2980 S Major Drive, Beaumont TX in the early '80s. The residence on the property burned down shortly after and our family relocated to Northeast Texas. In mid to late '80s he received a letter from the City of Beaumont with regard to a lien that had been placed on the property. He contacted the City and the lien was paid off, after which he hired someone local to maintain the lot. After that he received no further correspondence from the City. At some point in the last 15 years the church across the street from the property took over the maintaince and continues to maintain it through today.

I was contacted at the end of last year by Arlene Pippen who resides next door to the Major Drive property. Ms. Pippen offered to buy the property from my father. After discussion we agreed upon a sales price and proceeded to move forward with closing. I was contacted by the title company shortly thereafter and informed that there were liens on the property that totalled $4580.84.

After discussing the matter with my father he informed me that he had no knowledge of these outstanding liens. Had he known of their existance, he would have paid them so that the interest would not have accrued. I have been handling my father's financials for the past several years and at no time did I recieve correspondence from the City of Beaumont notifing me of the existance of these liens.

My understanding is Ms. Pippen wants to buy this property to build a house and expand her garden. By doing so, she will greatly increase the value of the property and

improve the lot. Therefore I would request that the liens and interest be waived with respect to 2980 S. Major Drive.

I sincerely appreciate your time and attention. I would be happy to answer any questions. Please do not hesitate to contact me.

Sincerely,

Angela Robertson

Angela Robertson

RESOLUTION NO.

WHEREAS, seven (7) weed liens, dated between January 8, 1987 and August 21, 1989, in the amount of $4,552.45, represented by $1,207.96 in principal and $3,344.49 in interest, exist against property described as 2980 S. Major Drive, South Amelia, S10' L4 Blk 2 L5 Blk 2; and,

WHEREAS, in the early 1980's, Joseph Cicardo purchased the property and said paving liens were not discovered and cleared at that time; and,

WHEREAS, Mr. Cicardo is attempting to sell the property described as 2980 S. Major Drive, South Amelia, S10' L4 Blk 2 L5 Blk 2, and the pending sale will be affected by the existence of the said liens; and,

WHEREAS, the City recommends accepting payment in the amount of $1,207.96 for seven (7) weed liens on property described as 2980 S. Major Drive, South Amelia, S10' L4 Blk 2 L5 Blk 2 and waiving interest in the amount of $3,344.49;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the lien payoff for 2980 S. Major Drive, South Amelia, S10' L4 Blk 2 L5 Blk 2, be and it is hereby approved in the amount of $1,207.96, and interest be and it is hereby waived in the amount of $3,344.49; and;

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to accept payment in the amount of $1,207.96 and to execute all documents necessary to

evidence the release of the paving lien in the amount of $4,552.45 for the above described property.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	James Singletary, Chief of Police
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute all documents necessary to accept the project titled "Step Comprehensive Fiscal Year 2017."

BACKGROUND

In January 1999, the City Council passed a resolution authorizing the City to apply for matching funds for traffic safety "Safe and Sober S.T.E.P." grant project. The Police Department has successfully applied for and the City Council approved several traffic safety grants since that time. This grant application will provide funding for a single step grant program which occurs between October 1, 2016 and September 30, 2017 and would assist in enhancing the safety of the motoring public and reducing motor vehicle crashes, which often result in loss of life or personal injury. The grant would be in an amount not to exceed $87,484.83 from the Texas Department of Transportation with a City "match" funding of $39,580.79 as our portion of the costs for the project titled "Step Comprehensive Fiscal Year 2017."

FUNDING SOURCE

City would receive grant funding in an amount not to exceed $87,484.83 with a city contribution of $39,580.79.

RECOMMENDATION

Approval of resolution.

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: City of Beaumont - Police Department

Legal Name: City of Beaumont

Payee Identification Number: 17460002789023

Project Title: STEP Comprehensive

ID: 2017-Beaumont-S-1YG-0078

Period: 10/01/2016 to 09/30/2017

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Beaumont** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **073901118**
FAIN: **18X9204020TX17**

Project Title: **STEP Comprehensive**
Description:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2016** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2017** unless terminated or otherwise modified.

Total Awarded: **$127,065.62**
Amount Eligible for Reimbursement by the Department: **$87,484.83**
Match Amount provided by the Subgrantee: **$39,580.79**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
City of Beaumont [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public,

except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

   1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

   2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

   3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

   4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

   5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles

outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

   1. This agreement is terminated in writing with the mutual consent of both parties; or

   2. There is a written thirty (30) day notice by either party; or

   3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased

pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race,

color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the

interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

debarment.

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

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the

Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit

performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[*This article applies only to non-profit entities.*]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports

2. physical inspection of project records and supporting documentation

3. telephone conversations

4. e-mails and letters

5. quarterly review meetings

6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met

2. Review project accomplishments (performance measures completed, targets achieved)

3. Account for any approved Program Income earned and expended

4. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

X	DWI	DWI: Driving While Intoxicated
X	Speed	Speed: Speed Enforcement
X	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.

Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.

Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 1/1/2015 to 12/31/2015

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	170
Number of Driving Under Influence (DUI) of Alcohol by Minor Arrests/Citations	3
Number of speed citations	5967
Number of safety belt citations	1487
Number of child safety seat citations	447
Number of Distracted Driving Citations	0

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	45 %	09/2015
Percentage of safety belt usage	75 %	09/2015

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	40
b. Increase DUI of Alcohol by Minor arrests/citations by	10
c. Increase speed citations by	2500
d. Increase Safety Belt citations by	250
e. Increase Child Safety Belt citations by	50
f. Increase Distracted Driving citations by	
2. Proposed total number of traffic-related crashes	
a. Reduce the number of alcohol-related crashes to	10
b. Reduce the number of speed-related crashes to	500
3. Increase speed compliance	
a. Increase the Speed compliance rate to	50%
4. Increase safety belt usage	
a. Increase the Safety Belt usage rate among drivers and front seat passengers to	80%
5. Number of Enforcement Hours	1313

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

Step Indicator	2.84

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	10
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	10
c. Conduct community events (e.g. health fairs, booths)	5
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	6000

Operational Plan

Page Title: DWI

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. Zone 1	DWI	North End	n/a%	Monday - Sunday 12:00am to 12:00pm.
2. Zone 2	DWI	West End	n/a%	Monday - Sunday 12:00 am to 12:00pm.
3. Zone 3	DWI	South End	n/a%	Monday - Sunday 12:00 am to 12:00 pm.
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: Occupant Protection

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. OP	OP	Jurisdiction Wide	75%	Monday - Sunday 5:00 am to 10:00 pm.
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

Operational Plan

Page Title: Speeding 1

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	Speed	FM 364 (Major Dr,) from Tram Rd - SH 124 to IH-10. Approx. 11.3 miles. Speeds 35-60 MPH.	43%	Monday - Sunday, 5:00 am to 10:00 pm.
2. 2	Speed	IH - 10 from East city limit to West city limit. Approx. 9 miles. Speeds 55 -75 MPH.	42%	Monday - Sunday,12:00 am to 12:00 pm.
3. 3	Speed	IH-10 westbound service road from East city limit to West city limit. Approx. 8.4 miles. 35-50 MPH.	42%	Monday - Sunday, 5:00 am to 10:00 pm
4. 4	Speed	IH-10 eastbound service road from West city limit to East city limit. Approx. 9.1 miles. Speed 35-50 MPH.	41%	Monday - Sunday, 5:00 am to 10:00 pm
5. 5	Speed	Hwy 105 from US 69/87/96 to West city limit. Approx. 3.1 miles. Speed 45-55 MPH.	41%	Monday - Sunday, 5:00 am to 10:00 pm
6. 6	Speed	US 90 (College Street), from IH-10 to West city limit. Approx. 7 miles. Speed 30- 60 MPH.	40%	Monday - Sunday, 5:00 am to 10:00 pm
7. 7	Speed	Spur 380 (MLK Boulevard), from IH-10 to South city limit. Approx. 5.9 miles. Speed 40-55 MPH.	46%	Monday - Sunday, 5:00 am to 10:00 pm

Operational Plan

Page Title: Speeding 2

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 8	Speed	Laurel Street (city street), from Spur 380 to IH-10. Approx. 1.5 miles. Speed 35 MPH.	43%	Monday - Sunday, 5:00 am to 10:00 pm
2. 9	Speed	Liberty Street (city street), from Spur 380 to IH-10. Approx. 1.5 miles. Speed 30 MPH.	48%	Monday - Sunday, 5:00 am to 10:00 pm
3. 10	Speed	Folsom Drive (city street), from West Lucas Drive, which is near US 69 to FM 364. Approx. 2.5 miles. Speed 35 MPH.	40%	Monday - Sunday, 5:00 am to 10:00 pm
4. 11	Speed	RFD Road (city street), from US 69 to Hwy 105. Approx. 0.8 miles. Speed 30 MPH.	42%	Monday - Sunday, 5:00 am to 10:00 pm
5. 12	Speed	Delaware Street (city street), from FM 364 to US 69. Approx. 3.4 miles. Speed 30- 45 MPH.	43%	Monday - Sunday, 5:00 am to 10:00 pm
6. 13	Speed	US 69 (Cardinal Drive), from South city limit to IH-10. Approx. 7.7 miles. Speed 65- 75 MPH.	41%	Monday - Sunday, 5:00 am to 10:00 pm
7. 14	Speed	US 69/87/96 (Eastex Freeway),from IH-10 to North city limit. Approx. 7.0 miles. Speed 55-75 MPH.	36%	Monday - Sunday, 12:00 am to 12:00 pm

Operational Plan

Page Title: Speeding 3

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 15	Speed	Dowlen Road (city street), from US 90 to US 69. Approx. 4.4 miles. Speed 35-45 MPH.	43%	Monday - Sunday, 5:00 am to 10:00 pm
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	**Salaries:**	$77,484.83	$0	$77,484.83
(200)	**Fringe Benefits:**	$10,000.00	$6,008.31	$16,008.31
	Sub-Total:	$87,484.83	$6,008.31	$93,493.14
Category II - Other Direct Costs				
(300)	**Travel:**	$0	$24,824.00	$24,824.00
(400)	**Equipment:**	$0	$0	$0
(500)	**Supplies:**	$0	$0	$0
(600)	**Contractual Services:**	$0	$0	$0
(700)	**Other Miscellaneous:**	$0	$0	$0
	Sub-Total:	$0	$24,824.00	$24,824.00
Total Direct Costs:		$87,484.83	$30,832.31	$118,317.14
Category III - Indirect Costs				
(800)	**Indirect Cost Rate:**	$0	$8,748.48	$8,748.48
Summary				
	Total Labor Costs:	$87,484.83	$6,008.31	$93,493.14
	Total Direct Costs:	$0	$24,824.00	$24,824.00
	Total Indirect Costs:	$0	$8,748.48	$8,748.48
Grand Total		$87,484.83	$39,580.79	$127,065.62
	Fund Sources (Percent Share):	68.85%	31.15%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

RESOLUTION NO.

WHEREAS, the City of Beaumont has been notified by the Texas Department of Transportation that it is eligible to receive funding to assist in highway safety enforcement; and,

WHEREAS, the City of Beaumont recognizes that the safety and security of the motoring public is of paramount importance to the City; and,

WHEREAS, the City of Beaumont strives to enhance the safety of the motoring public; and,

WHEREAS, grant funding through the Texas Department of Transportation would assist in enhancing the safety of the motoring public and reducing motor vehicle crashes which often result in loss of life or personal injury; and,

WHEREAS, traffic safety enforcement and encouragement of safe driving habits are a significant goal of the Beaumont Police Department; and,

WHEREAS, the City of Beaumont has been notified by the Texas Department of Transportation that it is eligible to participate in a Texas Traffic Safety Program and receive federal reimbursement grant funding in an amount not to exceed Eighty-Seven Thousand Four Hundred Eighty-Four and 83/100 Dollars ($87,484.83) pursuant to the project titled "STEP Comprehensive Fiscal Year 2017" for occupant protection enforcement, reduction of alcohol and drug related driving incidents, speeding enforcement, and speeding related crashes; and,

WHEREAS, the City of Beaumont has agreed to contribute Thirty-Nine Thousand Five Hundred Eighty and 79/100 Dollars ($39,580.79) as its portion of the costs for the

project titled "STEP Comprehensive Fiscal Year 2017" which is for the period of October 1, 2016 to September 30, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager of the City of Beaumont be, and he is hereby, authorized to execute all documents necessary to apply for and receive funding for the project "STEP Comprehensive Fiscal Year 2017" and take such action as necessary to implement the project which occurs between October 1, 2016 and September 30, 2017; and,

BE IT FURTHER RESOLVED THAT the City Manager is authorized to accept and disburse the federal reimbursement grant funding in an amount not to exceed Eighty-Seven Thousand Four Hundred Eighty-Four and 83/100 Dollars ($87,484.83) and take such other actions and execute such documents as may be necessary and appropriate to implement the purpose and objectives of the "STEP Comprehensive Fiscal Year 2017" project recognizing the City's contribution match of Thirty-Nine Thousand Five Hundred Eighty and 79/100 ($39,580.79).

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

E

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, RN, Public Health Director

MEETING DATE: September 13, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) in the amount of $5,000 awarded to the Beaumont Public Health Department (BPHD).

BACKGROUND
DSHS will award BPHD an Influenza Virologic Surveillance Right Size grant in the amount of $5,000, pending completion of documents by DSHS. This funding is to help enhance the current DSHS influenza surveillance activities which in turn will provide pertinent information to the Centers of Disease Control and Prevention (CDC) for annual vaccine virus selection.

FUNDING SOURCE
No match required.

RECOMMENDATION
Approval of the 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 all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for an Influenza Virologic Surveillance Right Size Grant in the amount of $5,000.00 to enhance the current DSHS influenza surveillance activities, which in turn will provide pertinent information to the Centers of Disease Control and Prevention (CDC) for annual vaccine virus selection.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS SEPTEMBER 13, 2016 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 1-5/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving a three year contract with Beaumont Transit Company of Beaumont for the Management of the Beaumont Municipal Transit system

2. Consider a resolution approving Change Order No. 14 to the contract with the Texas Department of Transportation (TxDOT) for the Concord Road Project

3. Consider a resolution rejecting all bids for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project, Bid No. PW0716-20

4. Consider a resolution authorizing the City Manager to execute an Interlocal Agreement with Jefferson County Drainage District No. 6 related to the City of Beaumont Master Drainage Plan Study

5. Consider a resolution approving a contract with Porter's Carpet, Inc. of Beaumont for new floor covering at the Beaumont Public Library

PUBLIC HEARING

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

PUBLIC HEARING

* Receive comments related to the 2015 Consolidated Annual Performance and Evaluation Report (CAPER)

COMMENTS

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

EXECUTIVE SESSION

* Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

  City of Beaumont v. Richard James III and The Sports Society for American Health

  Claim of Nyjuma Howard

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

September 13, 2016

Consider a resolution approving a three year contract with Beaumont Transit Company of Beaumont for the Management of the Beaumont Municipal Transit system

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 13, 2016

REQUESTED ACTION: Council consider a resolution approving a three (3) year contract with Beaumont Transit Company of Beaumont, in the amount of $615,900 for the Management of the Beaumont Municipal Transit system.

BACKGROUND

The Beaumont Municipal Transit system currently operates a fleet of eighteen (18) buses, eleven (11) paratransit vans, and four (4) support vehicles.

A Request for Proposal (RFP) was sent to five (5) potential responders and posted on the City website. Two responses were received. Both responses were evaluated according to the criteria provided in the RFP. Beaumont Transit Company received the high score. The owner, William J. Munson, has been a Manager for the Beaumont Municipal Transit system for over thirty (30) years. Evaluation results are attached.

The contract provides for a term of three (3) years with two (2) successive one-year extensions. The cost of the final year of the existing contract with CCL Management, Inc., is $195,000. The annual amount in the proposed three year contract is $205,300 each year. This is $10,300 or 5% more than the final year of the existing contract. The pricing structure is as follows:

Price Structure	Per Year
Management Fee	$40,000
General Manager	$85,300
Accounting Services	$24,000
Payroll Services	$4,000
Purchasing Services	$6,000
Travel Costs	$4,000
Other Indirect Costs	$42,000
TOTAL	**$205,300**

Other Indirect Costs includes pension administration, group insurance administration, and provision of computers and associated software, along with overhead costs.

FUNDING SOURCE
Municipal Transit Fund.

RECOMMENDATION
Approval of the resolution.

Criteria Tab

RFP Name: Management Services for Beaumont Municipal Transit System
RFP Number: TF0516-18
RFP Opening Date: July 14, 2016

Criteria	Maximum Points	Vendor Beaumont Transit Company Beaumont, Tx.	Vendor First Transit Inc. Cincinnati, Ohio
Qualifications of General Manager	20	20.00	19.33
Experience of Management Firm	20	19.33	20.00
Understanding of Local Conditions	10	10.00	5.67
Operating Plans	20	20.00	18.33
Cost Proposal	30	26.67	28.67
Total	**100**	**96.00**	92.00

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves a three (3) year contract with two (2) successive one (1) year renewal options with Beaumont Transit Company, of Beaumont, Texas, for the management of the Beaumont Municipal Transit system in the total amount of $615,900 in the annual amounts shown below:

Price Structure	**Per Year**
Management Fee	$40,000
General Manager	$85,300
Accounting Services	$24,000
Payroll Services	$4,000
Purchasing Services	$6,000
Travel Costs	$4,000
Other Indirect Costs	$42,000
TOTAL	**$205,300**

; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Beaumont Transit Company, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames –

2

September 13, 2016

Consider a resolution approving Change Order No. 14 to the contract with the Texas Department of Transportation (TxDOT) for the Concord Road Project

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution approving Change Order No. 14 to the contract with the Texas Department of Transportation (TxDOT) for the Concord Road Project.

BACKGROUND

Texas Department of Transportation (TxDOT) is managing the Concord Road Project. On July 26, 2012, TxDOT entered into an agreement with Tradeco Infrastructura, Inc. in the amount of $11,284,746.71 for the Concord Road Project.

On June 10, 2015, Tradeco delivered a voluntary letter of default to TxDOT abandoning and terminating the contract. The Surety Bond held by American Home Assurance Company, is acting in its capacity as the Surety for Tradeco and has chosen Texas Sterling Construction Co., as the Completion Contractor. On September 1, 2015, Texas Sterling Construction Co., was given the Notice to Proceed with a Substantial Completion Date set at November 23, 2016.

Previous Change Order Nos. 1, 2, 3, 4, and 5 in the amount of $126,767.20 were approved by City Council resulting in a new contract amount of $11,411,510.91. Change Order Nos. 6, 7, 8, and 9 were executed by the City Manager resulting in a reduction to the contract in the amount of (-$36,329.04) making the total contract amount $11,375,181.87. On April 5, 2016, by Resolution No. 16-061, City Council approved the City Manager to execute Change Order No. 10 to revise quantities for items relating to the realignment of sanitary sewer lines from Dowlen Road to Garner Road to avoid conflict with established utilities. The change order was $55,461.32 making the new contract amount $11,430,643.19. Change Order Nos. 11, 12 and 13 were executed by the City Manager resulting in a reduction to the contract in the amount of (-$17,444.26) making the new contract amount $11,413,198.93.

The proposed Change Order No. 14, would reflect eliminating proposed storm sewer/inlets and proposed concrete pavement on Alignment B of the Concord Loop. Roadway intersection tie-ins were modified such that 620 feet of existing roadway will remain in place and will be planed and overlaid with asphalt pavement. If approved, Change Order No. 14 would result in a decrease of (-$375,231.43) to the contract making the new contract amount $11,037,967.50.

FUNDING SOURCE
Capital Program.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO. 16-061

WHEREAS, on July 26, 2012, the Texas Department of Transportation (TxDOT) entered into an agreement with Tradeco Infrastructura, Inc. in the amount of $11,284,746.71 for the Concord Road Project; and,

WHEREAS, on July 9, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-147 approving Change Order No. 1, in the amount of $88,965.21, including $12,085.19 for Engineering and Contingency charges, for modifications to the water, sanitary sewer, storm sewer, and conduit lines for the project; and,

WHEREAS, on December 15, 2015, the City Council of the City of Beaumont, Texas, passed Resolution No. 15-295 approving Change Order Nos. 2, 3, 4 and 5, in the total amount of $37,798.99, including $5,134.81 for Engineering and Contingency charges, for the removal of water oak trees along SH 105; temporary drainage on SH 105 to aid the installation of water and sanitary sewer improvements; adjustment of sanitary manholes to match final paving; and, removal of three (3) existing sanitary manholes, respectively, thereby increasing the contract amount to $11,411,510.91; and,

WHEREAS, on March 4, 2016, the City Manager executed Change Order No. 6 in the amount of (-$6,695.34) for alterations to the sanitary pipe from SDR-17 to SDR-26, thereby decreasing the contract amount to $11,404,815.57; and,

WHEREAS, on March 24, 2016, the City Manager executed Change order No. 7 in the amount of $6,614.94, including $898.61 for Engineering and Contingency charges, for realignment of 8" PVC waterline to avoid conflict with existing utilities at

Concord Road and Garner Street, thereby increasing the contract amount to $11,411,430.51; and,

WHEREAS, on February 9, 2016, the City Manager executed Change Order No. 8 in the amount of $0.00 to provide 87 additional working days to the contract, thereby having no affect on the contract amount of $11,411,430.51; and,

WHEREAS, on March 8, 2016, the City Manager executed Change Order No. 9 in the amount of (-$36,248.64) for adjustments to the unit price for concrete sidewalks, thereby decreasing the contract amount to $11,375,181.87; and,

WHEREAS, Change Order No. 10, in the amount of $55,461.32, including $7,534.15 for Engineering and Contingency charges, is necessary to revise quantities for items relating to the realignment of sanitary sewer lines from Dowlen Road to Garner Road to avoid conflict with established utilities, thereby increasing the contract amount to $11,430,643.19;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute Change Order No.10 for additional work described above, thereby increasing the contract amount by $55,461.32 for a total contract amount of $11,430,643.19 for the Concord Road Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of April, 2016.

- Mayor Becky Ames -

RESOLUTION NO. 15-295

WHEREAS, on July 26, 2012, the Texas Department of Transportation (TxDOT) entered into an agreement with Tradeco Infrastructura, Inc. in the amount of $11,284,746.71 for the Concord Road Project; and,

WHEREAS, on July 9, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-147 approving Change Order No. 1, in the amount of $88,965.21, including $12,085.19 for Engineering and Contingency charges, for modifications to the water, sanitary sewer, storm sewer, and conduit lines for the project; and,

WHEREAS, on June 10, 2015, Tradeco Infrastructura, Inc. delivered a voluntary letter of default to TxDOT abandoning and terminating the contract; and,

WHEREAS, the surety bond held by American Home Assurance Company is acting in its capacity as the surety for Tradeco and has chosen Texas Sterling Construction Co. as the completion contractor; and,

WHEREAS, TxDOT has requested Change Order Nos. 2, 3, 4 and 5, in the total amount of $37,798.99, including $5,134.81 for Engineering and Contingency charges, for the removal of water oak trees along SH 105; temporary drainage on SH 105 to aid the installation of water and sanitary sewer improvements; adjustment of sanitary manholes to match final paving; and, removal of three (3) existing sanitary manholes, respectively, thereby increasing the contract amount to $11,411,510.91; and,

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

RESOLUTION NO. 15-295

WHEREAS, on July 26, 2012, the Texas Department of Transportation (TxDOT) entered into an agreement with Tradeco Infrastructura, Inc. in the amount of $11,284,746.71 for the Concord Road Project; and,

WHEREAS, on July 9, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-147 approving Change Order No. 1, in the amount of $88,965.21, including $12,085.19 for Engineering and Contingency charges, for modifications to the water, sanitary sewer, storm sewer, and conduit lines for the project; and,

WHEREAS, on June 10, 2015, Tradeco Infrastructura, Inc. delivered a voluntary letter of default to TxDOT abandoning and terminating the contract; and,

WHEREAS, the surety bond held by American Home Assurance Company is acting in its capacity as the surety for Tradeco and has chosen Texas Sterling Construction Co. as the completion contractor; and,

WHEREAS, TxDOT has requested Change Order Nos. 2, 3, 4 and 5, in the total amount of $37,798.99, including $5,134.81 for Engineering and Contingency charges, for the removal of water oak trees along SH 105; temporary drainage on SH 105 to aid the installation of water and sanitary sewer improvements; adjustment of sanitary manholes to match final paving; and, removal of three (3) existing sanitary manholes, respectively, thereby increasing the contract amount to $11,411,510.91; and,

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute an acknowledgment of Change Order Nos. 2, 3, 4 and 5 for additional work described above, thereby increasing the contract amount by $37,798.99 for a total contract amount of $11,411,510.91 for the Concord Road Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of December, 2015.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS
BEAUMONT, TEXAS

Becky Ames

- Mayor Becky Ames -

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 14

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CS
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of Beaumont
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount _____)

☒ Actual Cost

(a) Contract Items (Bid Items):				-324,258.06
(b) E&C*:	(a) x	0 (enter %)	=	-50,973.37
(c) Indirect Cost**:	(a + b) x	(enter %)	=	0.00
TOTAL				-375,231.43

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

_____
TxDOT Representative Date

Typed/Printed Name: _____

SiteManager Construction Management Software

CHANGE ORDER NBR. 14

REPORT DATE: 8/10/2016 4:20:22PM

CONTRACT ID:	092038153
PROJECT:	HP 450(1)
CONTRACT:	07123217
AWARD AMOUNT:	$11,284,746.71
PROJECTED AMOUNT:	$11,284,746.71
ADJ PROJECTED AMT:	$11,395,749.32
PEND ADJ PROJ AMT:	$11,395,749.32
CONTRACTOR:	AMERICAN HOME ASSURANCE COMPANY
CO AMOUNT:	-$324,258.06
CO TYPE:	FEDERAL PARTICIPATING
3RD PARTY AMOUNT:	$0.00
APPRV LEVEL:	OVERRIDE

HIGHWAY:	CS
DISTRICT:	20
COUNTY:	JEFFERSON
AREA ENGINEER:	Kenneth Wiemers, P.E.
AREA NUMBER:	051
DESCRIPTION:	Redesign of Alignment B
REASON:	3H - 3H-COST SAVINGS OPPORTUNITY
SECONDARY REASON(S):	

Functions:

- [x] Extra Work
- [ ] Zero Dollar
- [x] Overrun/Underrun
- [ ] Time Adjustment
- [ ] Stock Account
- [ ] Force Account
- [ ] Final Quantity
- [ ] Change Project Limits
- [ ] Delete/Add CSJ

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

This change order reflects eliminating proposed storm sewer/inlets and proposed concrete pavement on Alignment B. Roadway intersection tie-ins were modified such that 620 feet of existing roadway will remain in place. This section is to be planed and overlaid with asphalt pavement.

The following revised plan sheets are added to the contract:

17, 18, 19A, 21 through 24, 30, 36, 46, 47, 52 through 54, 92A, 94A, 99A, 100A, 107, 109, 112, 122, 129, 139, 139A. 141, 146, 147, 149A, 167, 169, 174, 175, 190, 192, 197, 198, 242, 271, 276, 277, and 280 through 282.

This change order does not preclude the contractor from pursuing compensation under Article 4.4 "Request and Claims for Additional Compensation".

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: Lin B Heath, PE 8/18/16
DATE

TYPED/PRINTED NAME: Lin B Heath
DATE

TYPED/PRINTED TITLE: Consultant for Surety
DATE

AREA ENGINEER:
DATE

AREA ENGINEER'S SEAL:

DISTRICT ENGINEER:
DATE

DIRECTOR, CONSTRUCTION DIVISION:
DATE

DEPUTY EXECUTIVE DIRECTOR:
DATE

FHWA:
DATE

CONTRACT ID 092038153 CHANGE ORDER NBR. 14

CONTRACT ITEMS

PROJECT NBR 092038153

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0070	01042001	000	REMOVING CONC (PAV)	SY	4.20000	28,198.000	-1,300.000	26,898.000	-$5,460.00
001	0075	01042009	000	REMOVING CONC (RIPRAP)	SY	4.00000	258.000	5.000	263.000	$20.00
001	0085	01102001	000	EXCAVATION (ROADWAY)	CY	4.00000	57,285.000	-3,731.000	53,554.000	-$14,924.00
001	0090	01322002	000	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	6.00000	4,332.000	-48.000	4,284.000	-$288.00
001	0120	02602006	003	LIME TRT (EXST MATL) (6")	SY	2.85000	59,313.000	-4,375.000	54,938.000	-$12,468.75
001	0125	02602016	003	LIME (HYD. COM. OR QK(SLURRY))	TON	155.00000	880.400	-65.000	815.400	-$10,075.00
001	0130	02762170	000	CEM TRT(PLNT MX) (CL L)(TY A)(GR 2)(6")	SY	17.10000	57,148.000	-1,874.000	55,274.000	-$32,045.40
001	0140	03402104	003	D-GR HMA(METH) TY-D SAC-B PG64-22	TON	103.00000	192.100	266.600	458.700	$27,459.80
001	0150	03602018	003	CURB (TYPE II)	LF	4.00000	21,421.000	-1,898.000	19,523.000	-$7,592.00
001	0170	03602026	003	CONC PAV (JOINT REINF)(10")	SY	40.00000	52,199.000	-3,726.000	48,473.000	-$149,040.00
001	0190	04002001	000	STRUCT EXCAV	CY	3.65000	32,331.000	-1,499.000	30,832.000	-$5,471.35
001	0195	04002005	000	CEM STABIL BKFL	CY	65.00000	998.000	-83.000	915.000	-$5,395.00
001	0205	04022001	000	TRENCH EXCAVATION PROTECTION	LF	2.00000	39,979.000	-1,331.000	38,648.000	-$2,662.00
001	0225	04642001	006	RC PIPE (CL III)(12 IN)	LF	50.00000	38.000	24.000	62.000	$1,200.00
001	0230	04642003	006	RC PIPE (CL III)(18 IN)	LF	28.00000	3,283.000	-643.000	2,640.000	-$18,004.00
001	0235	04642005	006	RC PIPE (CL III)(24 IN)	LF	42.00000	2,763.000	-572.000	2,191.000	-$24,024.00
001	0245	04642009	006	RC PIPE (CL III)(36 IN)	LF	88.00000	1,866.000	118.000	1,984.000	$10,384.00
001	0270	04652001	001	INLET (COMPL)(TY C)	EA	2,650.00000	139.000	-19.000	120.000	-$50,350.00
001	0280	04652005	001	MANH (COMPL)(TY M)	EA	4,500.00000	20.000	1.000	21.000	$4,500.00
001	0285	04652008	001	INLET EXT (TY E)	EA	1,025.00000	99.000	-1.000	98.000	-$1,025.00
001	0297	04672209		SET (TY II)(18 IN)(RCP)(3:1)(C)	EA	1,015.00000	0.000	3.000	3.000	$3,045.00
001	0300	04962007	000	REMOV STR (PIPE)	LF	9.00000	7,854.000	-156.000	7,698.000	-$1,404.00
001	0320	04962041	000	REMOV STR (LARGE)	EA	3,200.00000	2.000	-1.000	1.000	-$3,200.00
001	0355	05082001	000	CONSTRUCTING DETOURS	STA	4,500.00000	79.900	0.500	80.400	$2,250.00
001	0360	05302004	000	INTERSECTIONS (CONC)	SY	46.00000	7,150.000	-238.000	6,912.000	-$10,948.00
001	0370	05302010	000	DRIVEWAYS (CONC)	SY	44.00000	4,026.000	-177.000	3,849.000	-$7,788.00
001	0375	05302011	000	DRIVEWAYS (ACP)	SY	35.00000	56.000	90.000	146.000	$3,150.00
001	0390	05312010	000	CURB RAMPS (TY 7)	EA	1,060.00000	32.000	-2.000	30.000	-$2,120.00
001	0396	05312015		CONC SIDEWALKS (4")	SY	34.82000	7,082.000	-142.000	6,940.000	-$4,944.44

001	0405	05362002	000	CONC MEDIAN	SY	40.00000	311.000	-3.000	308.000	-$120.00
001	0425	06442060	000	REMOVE SM RD SN SUP & AM	EA	125.00000	75.000	-11.000	64.000	-$1,375.00
001	0430	06582328	000	REMOVE DELIN & OBJECT MARKERS ASSMS	EA	16.00000	16.000	-16.000	0.000	-$256.00
001	0445	06622032	000	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	0.23000	15,348.000	-726.000	14,622.000	-$166.98
001	0475	06662003	000	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	0.45000	4,446.000	-60.000	4,386.000	-$27.00
001	0490	06662036	000	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	1.15000	1,200.000	-120.000	1,080.000	-$138.00
001	0510	06662189	000	PAVEMENT SEALER 4"	LF	0.18000	26,108.000	-4,056.000	22,052.000	-$730.08
001	0515	06662191	000	PAVEMENT SEALER 8"	LF	0.30000	1,221.000	-120.000	1,101.000	-$36.00
001	0525	06682103	000	PREFAB PAV MRK TY C (W) (12") (SLD)	LF	9.00000	1,350.000	-22.000	1,328.000	-$198.00
001	0530	06682105	000	PREFAB PAV MRK TY C (W) (24") (SLD)	LF	12.00000	478.000	-20.000	458.000	-$240.00
001	0535	06682106	000	PREFAB PAV MRK TY C (W) (ARROW)	EA	250.00000	19.000	-2.000	17.000	-$500.00
001	0540	06682116	000	PREFAB PAV MRK TY C (W) (WORD)	EA	250.00000	19.000	-2.000	17.000	-$500.00
001	0550	06722012	034	REFL PAV MRKR TY I-C	EA	4.00000	380.000	-18.000	362.000	-$72.00
001	0570	06782001	000	PAV SURF PREP FOR MRK (4")	LF	0.05000	26,108.000	-60.000	26,048.000	-$3.00
001	0575	06782003	000	PAV SURF PREP FOR MRK (8")	LF	0.18000	1,221.000	-120.000	1,101.000	-$21.60
001	0580	06782004	000	PAV SURF PREP FOR MRK (12")	LF	0.33000	1,350.000	-22.000	1,328.000	-$7.26
001	0585	06782006	000	PAV SURF PREP FOR MRK (24")	LF	0.85000	818.000	-20.000	798.000	-$17.00
001	0590	06782007	000	PAV SURF PREP FOR MRK (ARROW)	EA	5.00000	19.000	-2.000	17.000	-$10.00
001	0595	06782018	000	PAV SURF PREP FOR MRK (WORD)	EA	5.00000	19.000	-2.000	17.000	-$10.00
001	0605	50492001	000	BIODGRD EROSION CONTROL LOGS (8" DIA)	LF	5.00000	1,180.000	-90.000	1,090.000	-$450.00
001	0610	50492002	000	BIODGRD EROSION CONTROL LOGS (18" DIA)	LF	9.00000	3,665.000	-240.000	3,425.000	-$2,160.00

CHANGE ORDER AMOUNT -$324,258.06

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	Concord Road
County:	Jefferson
District:	Beaumont
Contract Number:	07123217

1. Outside funding provided by:

City of Beaumont

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 76879.72)

☒ Actual Cost

(a) Contract Items (Bid Items):			76879.72
(b) E&C*:	(a) x .1572 (enter %)	=	12085.491984
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0
TOTAL			88965.21198399996

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 7-12-13

By L L

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

TxDOT Representative Date

Typed/Printed Name: Patrick M. Ryan, P. E.

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 02

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 2,220.00)

☒ Actual Cost

(a) Contract Items (Bid Items):			2,220.00
(b) E&C*:	(a) x 0.1572 (enter %)	=	348.98
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0.00
TOTAL			2,568.98

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 12-16-15

By

Typed/Printed Name

Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

TxDOT Representative Date

Typed/Printed Name:

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 03

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 13,293.60)

☒ Actual Cost

(a) Contract Items (Bid Items):			13,293.60
(b) E&C*:	(a) x 0.1572 (enter %)	=	2,089.75
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0.00
TOTAL			15,383.35

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 12-16-15

By

Typed/Printed Name Kyle Hayes

Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

TxDOT Representative Date

Typed/Printed Name:

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 04

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 2,398.38)

☒ Actual Cost

(a) Contract Items (Bid Items):			2,398.38
(b) E&C*:	(a) x 0.1572 (enter %)	=	377.03
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0.00
TOTAL			2,775.41

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 12-16-15

By

Typed/Printed Name

Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

TxDOT Representative Date

Typed/Printed Name:

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 05

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 14,752.20)

☒ Actual Cost

(a) Contract Items (Bid Items):			14,752.20
(b) E&C*:	(a) x 0.1572 (enter %)	=	2,319.05
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0.00
TOTAL			17,071.25

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 12-16-15

By

Typed/Printed Name

Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

TxDOT Representative Date

Typed/Printed Name:

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 6

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

City of Beaumont
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount -5,785.81)

☒ Actual Cost

(a) Contract Items (Bid Items):				-5,785.81
(b) E&C*:	(a) x	0 enter %	=	-909.53
(c) Indirect Cost**:	(a + b) x	0 enter %	=	0.00
TOTAL				-6,695.34

CCSJ:	0920-38-153
Project:	HP 450(1))
Highway:	Concord Road
County:	Jefferson
District:	Beaumont
Contract Number:	07123217

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 3-4-16

By [signature]

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

[signature] 3-4-2016
TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 07

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY of BEAUMONT
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 5,716.33)

☒ Actual Cost

(a) Contract Items (Bid Items):			5,716.33
(b) E&C*:	(a) x 0 (enter %)	=	898.61
(c) Indirect Cost**:	(a + b) x ____ (enter %)	=	0.00
TOTAL			6,614.94

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 3-24-16

By [signature]

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

[signature] 3-31-2016
TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 08

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY of BEAUMONT

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 0.00)

☒ Actual Cost

(a) Contract Items (Bid Items):			0.00
(b) E&C*:	(a) x 0 (enter %)	=	0.00
(c) Indirect Cost**:	(a + b) x 0 (enter %)	=	0.00
TOTAL			0.00

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 2-9-16

By [illegible]

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

Kenneth J. Wiemers 3-4-2016

TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 09

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount -31,324.44)

☒ Actual Cost

(a) Contract Items (Bid Items):				-31,324.44
(b) E&C*:	(a) x	0 (enter %)	=	-4,924.20
(c) Indirect Cost**:	(a + b) x	0 (enter %)	=	0.00
TOTAL				-36,248.64

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 3-8-16

By L IL

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

Kenneth J. Wiemers 3-14-16

TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 10

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

1. Outside funding provided by:

CITY of BEAUMONT

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 47,927.17)

☒ Actual Cost

(a) Contract Items (Bid Items):				47,927.17
(b) E&C*:	(a) x	0 (enter %)	=	7,534.15
(c) Indirect Cost**:	(a + b) x	(enter %)	=	0.00
TOTAL				55,461.32

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 4-8-16

By L L

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

Kenneth J. Wiemers 4-11-2016

TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 11

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY of BEAUMONT

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 2,791.12)

☒ Actual Cost

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

(a) Contract Items (Bid Items):			2,791.12
(b) E&C*:	(a) x 0 (enter %)	=	438.76
(c) Indirect Cost**:	(a + b) x ____ (enter %)	=	0.00
TOTAL			3,229.88

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order

Date 3-4-16

By [signature]

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Manager

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

[signature] 3-4-2016

TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY of BEAUMONT
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount -20,611.60)

☒ Actual Cost

(a) Contract Items (Bid Items):			-20,611.60
(b) E&C*:	(a) x 0 (enter %)	=	-3,240.14
(c) Indirect Cost**:	(a + b) x (enter %)	=	0.00
TOTAL			-23,851.74

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CONCORD ROAD
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

Use as needed:
I hereby acknowledge notification of the modifications covered by this Change Order.

Date 5-16-16

By

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Mgr.

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

Kenneth J. Wiemers 5-25-2016
TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 13

Third Party Funding Notification Sheet

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT, and involves third parties who are providing funding under an Advance Funding Agreement or Donation Agreement.

1. Outside funding provided by:

CITY of Beaumont

(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☒ Existing ☐ Amended ☐ New

[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount 2,745.94)

☒ Actual Cost

CCSJ:	0920-38-153
Project:	HP 450(1)
Highway:	CS
County:	JEFFERSON
District:	BEAUMONT
Contract Number:	07123217

(a) Contract Items (Bid Items):			2,745.94
(b) E&C*:	(a) x 0 enter %	=	431.66
(c) Indirect Cost**:	(a + b) x ____ enter %	=	0.00
TOTAL.			3,177.60

Use as needed:

I hereby acknowledge notification of the modifications covered by this Change Order.

Date 5-25-16

By [signature]

Typed/Printed Name Kyle Hayes

Typed/Printed Title City Mgr.

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project depending on the contract amount of the project. Projects with a higher contract amount will have a lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line 3(c) is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Funding for this Change Order has been arranged:

[signature] 6-2-2016

TxDOT Representative Date

Typed/Printed Name: KENNETH J. WIEMERS

RESOLUTION NO.

WHEREAS, on July 26, 2012, the Texas Department of Transportation (TxDOT) entered into an agreement with Tradeco Infrastructura, Inc. in the amount of $11,284,746.71 for the Concord Road Project; and,

WHEREAS, on July 9, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-147 approving Change Order No. 1, in the amount of $88,965.21, including $12,085.19 for Engineering and Contingency charges, for modifications to the water, sanitary sewer, storm sewer, and conduit lines for the project; and,

WHEREAS, on June 10, 2015, Tradeco Infrastructura, Inc. delivered a voluntary letter of default to TxDOT abandoning and terminating the contract; and,

WHEREAS, the surety bond held by American Home Assurance Company is acting in its capacity as the surety for Tradeco and has chosen Texas Sterling Construction Co. as the completion contractor; and,

WHEREAS, on December 15, 2015, the City Council of the City of Beaumont, Texas, passed Resolution No. 15-295 approving Change Order Nos. 2, 3, 4 and 5, in the total amount of $37,798.99, including $5,134.81 for Engineering and Contingency charges, for the removal of water oak trees along SH 105; temporary drainage on SH 105 to aid the installation of water and sanitary sewer improvements; adjustment of sanitary manholes to match final paving; and, removal of three (3) existing sanitary manholes, respectively, thereby increasing the contract amount to $11,411,510.91; and,

WHEREAS, on March 4, 2016, the City Manager executed Change Order No. 6, in the amount of ($6,695.34), for alterations to the sanitary pipe from SDR-17 to SDR-26, thereby decreasing the contract amount to $11,404,815.57; and,

WHEREAS, on March 24, 2016, the City Manager executed Change order No. 7, in the amount of $6,614.94, including $898.61 for Engineering and Contingency charges, for realignment of 8" PVC waterline to avoid conflict with existing utilities at Concord Road and Garner Street, thereby increasing the contract amount to $11,411,430.51; and,

WHEREAS, on February 9, 2016, the City Manager executed Change Order No. 8, in the amount of $0.00, to provide 87 additional working days to the contract, thereby having no affect on the contract amount of $11,411,430.51; and,

WHEREAS, on March 8, 2016, the City Manager executed Change Order No. 9, in the amount of ($36,248.64), for adjustments to the unit price for concrete sidewalks, thereby decreasing the contract amount to $11,375,181.87; and,

WHEREAS, on April 5, 2016, the City Council of the City of Beaumont, Texas, passed Resolution No. 16-061 approving Change Order No. 10, in the amount of $55,461.32, including $7,534.15 for Engineering and Contingency charges, to revise quantities for items relating to the realignment of sanitary sewer lines from Dowlen Road to Garner Road to avoid conflict with established utilities, thereby increasing the contract amount to $11,430,643.19; and,

WHEREAS, on March 4, 2016, the City Manager executed Change Order No. 11, in the amount of $3,229.88, to provide concrete collars to be placed at the Concord

and Lucas Drive intersection, thereby increasing the contract amount to $11,433,873.07; and,

WHEREAS, on May 25, 2016, the City Manager executed Change Order No. 12, in the amount of ($23,851.74), to add Fast Trac HES concrete to the cross street intersections and reduce the thickness of the roadway base, thereby decreasing the contract amount to $11,410,021.33; and,

WHEREAS, on June 2, 2016, the City Manager executed Change Order No. 13, in the amount of $3,177.60, for inlet redesign changes due to a conflict with a new waterline, thereby increasing the contract amount to $11,413,198.93; and,

WHEREAS, Change Order No. 14, in the amount of ($375,231.43), is necessary to eliminate storm sewer/inlets and proposed concrete payment on Alignment B of the Concord Loop, thereby decreasing the contract amount to $11,037,967.50;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute Change Order No.14 for additional work described above, thereby decreasing the contract amount by ($375,231.43) for a total contract amount of $11,037,967.50 for the Concord Road Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames

3

September 13, 2016

Consider a resolution rejecting all bids for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project, Bid No. PW0716-20

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution rejecting all bids for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project, Bid No. PW0716-20.

BACKGROUND
On September 1, 2016, at 2:00 P.M., in City Council Chambers, two (2) bids were received for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project.

H.W. Lochner evaluated the two (2) bids in terms of content, bid amount and bidder's qualifications, and have found the bids received are higher than the Engineer's Estimate by approximately 55% in comparison to similar projects recently advertised and awarded statewide. It is the recommendation of H.W. Lochner to reject all bids.

It is the recommendation of the City of Beaumont Public Works to reject this bid and rebid at a later date.

FUNDING SOURCE
FAA approved Oil and Gas Revenues.

RECOMMENDATION
Approval of resolution.

LOCHNER

Lochner | 12001 N Central Expressway | Suite 1050 | Dallas,TX 75243

www.hwlochner.com

T 214.373.7873

F 214.373.7875

September 2, 2016

Dr. Joseph Majdalani, P.E.
Director of Public Works
City of Beaumont
City Hall
801 Main Street
Beaumont, Texas 77701

Re: Construction Bid Rejection Recommendation
Airport Improvements Project – Fuel Facility
Beaumont Municipal Airport
City of Beaumont Bid No. PW0716-20

Dear Dr. Majdalani,

On September 1, 2016, two (2) bids were received for the Airport Improvements Project (Fuel Facility) at Beaumont Municipal Airport, Bid No. PW0716-20. The bids were submitted by Excavation & Construction LLC and L&L General Contractors and totaled $420,423 and $416,000, respectively. This compares to the Engineer's Opinion of Probable Cost of $270,000.

Having evaluated both bids in terms of bid content, bid amount and bidder's qualifications, we recommend that that the bids be rejected and the project be re-bid because the bid amounts were too high compared to other very similar projects that have been recently advertised and awarded statewide. We feel that there are fuel facility contractors in the Houston area that may have been unaware of the project and should have been involved in the competitive bidding process. We further recommend that the when the project is re-advertised, that the project be additionally advertised in a Houston area newspaper.

Please don't hesitate to call if you have any questions concerning this recommendation.

Very sincerely,

Robert C. Jutton, PE
Senior Project Manager

Attachments: Bid Sheets

Cc: Zheng Tan, PE – City of Beaumont
Dara Cruz – City of Beaumont

BID PROPOSAL NO. 1, PAGE 1

BEAUMONT, TEXAS

BID OPENING DATE: Thursday, September 1, 2016
BID OPENING TIME: 2:00 P.M.
CITY BID NUMBER: PW0716-20

BID SHEET

FOR FURNISHING AND INSTALLING: AVGAS AND JET-A SELF SERVICE DISPENSING SKID INSTALLATION (AS PER DRAWINGS AND SPECIFICATIONS)

AVGAS AND JET-A SELF SERVICE DISPENSING SKID INSTALLATION BEAUMONT MUNICIPAL AIRPORT, 455 KEITH RD. (AS SPECIFIED)	**$** 416,000.00
FOUR HUNDRED SIXTEEN THOUSAND AND NO CENTS	**DOLLARS**
NUMBER OF CALENDAR DAYS TO COMPLETE: 180 ~~60~~	

** Due to equipment availability and lead time 60 calendar days is not an adequate amount of time for this project.

COMPANY NAME	**STREET ADDRESS**		**ZIP**
GADV Inc dba L&L General Contractors	11988 FM 365, Beaumont, Texas		77705
SIGNATURE OF BIDDER	**P.O. BOX**		**ZIP**
	11988 FM 365, Beaumont, Texas		77705
PRINT OR TYPE NAME	**CITY**	**STATE**	**ZIP**
Kirk LeBlanc	Beaumont	Texas	77705
TITLE	**TELEPHONE NUMBER / FAX NUMBER**		
Vice President	409-796-1344	/ 409-796-1341	
E-MAIL ADDRESS landlinc@att.net			

BID PROPOSAL NO. 1, PAGE 1

BEAUMONT, TEXAS

BID OPENING DATE: Thursday, September 1, 2016
BID OPENING TIME: 2:00 P.M.
CITY BID NUMBER: PW0716-20

BID SHEET

FOR FURNISHING AND INSTALLING: AVGAS AND JET-A SELF SERVICE DISPENSING SKID INSTALLATION (AS PER DRAWINGS AND SPECIFICATIONS)

AVGAS AND JET-A SELF SERVICE DISPENSING SKID INSTALLATION BEAUMONT MUNICIPAL AIRPORT, 455 KEITH RD. (AS SPECIFIED)	$ 420,423.00
Four hundred twenty thousand, Four hundred twenty-three zero cents. DOLLARS	
NUMBER OF CALENDAR DAYS TO COMPLETE: ~~60~~ 180	

COMPANY NAME Excavation + Construction LLC	STREET ADDRESS 2300 HWY 365 Suite 400	ZIP 77627
SIGNATURE OF BIDDER Eric Gilchriest	P.O. BOX	ZIP
PRINT OR TYPE NAME Eric Gilchriest	CITY Nederland	STATE ZIP TX 77627
TITLE General Manager	TELEPHONE NUMBER / FAX NUMBER 409-962-2677 / 409-962-2771	
E-MAIL ADDRESS eric.gilchriest@exconllc.com		

RESOLUTION NO.

WHEREAS, on September 1, 2016, two (2) bids were received for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project; and,

WHEREAS, H.W. Lochner, the project Design & Management Engineers, evaluated the two (2) bids in terms of content, bid amount and bidder's qualifications, and have found the bids received are higher than the Engineer's Estimate by over 65% in comparison to similar projects recently advertised and awarded statewide; and,

WHEREAS, it is the recommendation of City of Beaumont Public Works Division to reject the bids and that the project be rebid at a later date; and,

WHEREAS, the City Council finds it is not in the best interest of the citizens of Beaumont to accept the bids for the Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation 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 Beaumont Municipal Airport New AVGAS and Jet-A-Self Serve Dispensing Skid Installation Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

4

September 13, 2016

Consider a resolution authorizing the City Manager to execute an Interlocal Agreement with Jefferson County Drainage District No. 6 related to the City of Beaumont Master Drainage Plan Study

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute an Interlocal Agreement with Jefferson County Drainage District No. 6 for the City of Beaumont Master Drainage Plan Study.

BACKGROUND

On June 14, 2016, by Resolution No. 16-108, City Council authorized the City Manager to apply and receive grant funding if awarded through the Texas Water Development Board (TWDB) for an expansion of the scope of the final phase of the Master Drainage Plan Study. In the Texas Water Development Board (TWDB) Meeting on August 25, 2016, the City of Beaumont was awarded $287,000 in Disaster Contingency Funding.

In addition to the grant funding Jefferson County Drainage District No. 6 has committed to contribute $75,000 towards the study. The Interlocal Agreement will provide previously completed drainage studies, geotechnical reports, models and available GIS data to be shared between the City and JCDD6 to expand the scope of work for phase III of the project.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO. 16-108

WHEREAS, the Texas Water Development Board (TWDB) published a request for applications for flood protection planning on April 20, 2016; and,

WHEREAS, TWDB offers grants to political subdivision of the State of Texas for the evaluation of structural and non-structural solutions to flooding problems with consideration of flood protection needs of the entire watershed(s); and,

WHEREAS, the City of Beaumont has the authority to apply for a grant, enter into a contract, and participate in a study with the TWDB for this planning grant program; and,

WHEREAS, the proposed planning study would be conducted in order to develop an accurate and current understanding of the City's drainage infrastructure and areas prone to flood risk. The study would include the following: comprehensive asset inventory; condition assessment; problem area identification; quantification of flooding extents; and development of prioritized cost effective structural and non-structural flood prevention solutions that will reduce risk of flood to property; and, an evaluation of the existing Flood Early Warning System and development of recommendations to increase flood prediction accuracy and reduce emergency response time; and,

WHEREAS, on November 12, 2014, City Council of the City of Beaumont, Texas, approved Resolution No. 14-244 authorizing the City Manager to execute and Agreement with Lockwood, Andrews, &Newman, Inc. (LAN), of Houston, Texas, in an amount not to exceed $500,000, to fund the first of three (3) phases in the development of a Master Drainage Plan for the City of Beaumont; and,

WHEREAS, on October 13, 2015, City Council of the City of Beaumont, Texas, approved Resolution No. 15-229 authorizing the City Manager to execute Amendment No. 1 to the original agreement with LAN of Houston, Texas, in an amount not to exceed $500,000, to fund the second of three (3) phases in the development of a Master Drainage Plan for the City of Beaumont;

NOW, THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to apply for and receive grant funding for the City of Beaumont through the TWDB in the amount of $287,000 for an expansion of the scope of the final phase of a three (3) phase study, within the City's limits, of its current drainage infrastructure and areas prone to flood risk.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 14th day of June, 2016.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS
BEAUMONT, TEXAS

Becky Ames

- Mayor Becky Ames -

$3.5 million in flood protection grants approved by the TWDB

For immediate release. Contact: Kimberly Leggett at 512-463-5129

AUSTIN – (August 25, 2016) – Today, the Texas Water Development Board (TWDB) authorized $3.5 million in flood protection grants from the Disaster Contingency Fund for 17 projects around the state. The grants will be used to finance flood early warning systems, flood response strategies, and flood protection planning.

"The severity of flood damage and resulting loss of life across Texas in recent years has demonstrated that communities need more financial resources to help them prepare for and respond to floods," said TWDB Board Chairman Bech Bruun. "All 17 projects funded today include an early warning component and represent an important first step in implementing critical flood protection efforts."

Last spring, the TWDB published a request for applications for $2 million in flood protection grants and received 41 applications for a total requested amount of $7,260,116.36. Because of the critical need and high demand for this funding, the TWDB allocated an additional $1.5 million from the Disaster Contingency Fund toward these grants.

"The combination of statewide and local efforts allows the TWDB to capitalize on the strength of both to maximize flood outreach across the state," said TWDB Board member Kathleen Jackson. "We are drawing on local innovation to meet local needs."

The projects were prioritized according to their ability to protect the health, public safety, and economic prosperity of Texans. The TWDB limited the grants to no more than $500,000 per applicant to enable more communities across the state to be served.

"Combined with the required local matching funds, the grants awarded today will result in the potential for approximately $9.5 million of funding to be put to work for communities large and small," said TWDB Board member Peter Lake. "These projects are one element of a wide range of flood initiatives that the TWDB has been working on in the last year."

The 17 projects receiving flood protection grants are:

- **Bandera County River Authority and Groundwater District** – $265,150 for an early warning system
- **Cameron County Drainage District No. 5** – $112,500 for an early warning system, flood response, and flood protection planning
- **Cameron County Drainage District No. 1** – $187,500 for an early warning system
- **Central Texas Council of Governments** – $231,019 for an early warning system, flood response, and flood protection planning

- **City of Austin** – $96,633.14 for an early warning system
- **City of Beaumont** – $287,000 for an early warning system and flood protection planning
- **City of Buda** – $292,890 for an early warning system
- **City of Fort Worth** – $247,378 for an early warning system and flood response
- **City of Leon Valley** – $11,309.86 for an early warning system
- **City of Sealy** – $14,430 for an early warning system
- **Guadalupe Blanco River Authority – Caldwell County** – $70,688 for an early warning system
- **Guadalupe Blanco River Authority – Hays County** – $37,406 for an early warning system
- **Harris County Flood Control District** – $250,000 for an early warning system, flood response, and flood protection planning
- **Hays County** – $500,000 for an early warning system and flood response
- **North Central Texas Council of Governments** – $159,096 for an early warning system
- **San Jacinto River Authority** – $460,000 for an early warning system, flood response, and flood protection planning
- **Uvalde County** – $277,000 for an early warning system

In addition to the grants awarded today, the Board approved a contract for $150,000 to study stream gage and weather station placement requirements to improve flood forecasting in Texas. The study will be completed by December 31, 2016. The Board also approved funding for the U.S. Geological Society to install and maintain additional gages to support flood warning and forecasting.

Governor Greg Abbott authorized the transfer of $6.8 million from the Disaster Contingency Fund to the TWDB in December 2015 to be used for flood protection. Prior to the transfer, Senator Kirk Watson authored an amendment to House Bill 6 directing funding to the Disaster Contingency Account for floodplain management in the 2015 legislative session.

For more information on the TWDB's flood programs, please visit www.texasflood.org.

The TWDB is the state agency charged with collecting and disseminating water-related data, assisting with regional planning and preparing the state water plan for the development of the state's water resources. The TWDB administers cost-effective financial assistance programs for the construction of water supply, wastewater treatment, flood control, and agricultural water conservation projects.

Jefferson County

Drainage District No. 6

6550 Walden Rd., Beaumont, Texas 77707
Telephone (409) 842-1818
Fax (409) 842-2729
Established in 1920

Board of Directors:
Joshua W. Allen, Sr.
James D. McNicholas
William F. Miranda
Charles "Chuck" Guillory
Miriam K. Johnson

Richard P. LeBlanc, Jr.
General Manager
Jim Broussard
Operations Manager
Doug S. Canant, Jr., PE, RPLS, CFM
District Engineer
Chuck Oakley, CPA
Chief Financial Officer
Karen J. Stewart, MBA, CTP
Business Manager
Andrew J. Jones
Superintendent

June 3, 2016

Via E-mail Transmission to:
jmajdalani@BeaumontTexas.gov

Dr. Joseph Majdalani, PE
Public Works Director
City of Beaumont

Re: Flood Study

Dear Joe;

DD6 is excited about your flood study and the potential grant from the Texas Water Development Board that will help defer some of the costs of the study.

DD6 hereby pledges that we will contribute $75,000 cash as matching funds toward the grant, if the grant is awarded, for the drainage study that Lockwood, Andrews, & Newnam (LAN) is proposing for the City of Beaumont.

Additionally, I will work with LAN and Chase Mann on the details for an Interlocal Agreement, which will be presented to the Board of Directors for DD6 at their next meeting on June 28, 2016. We talked about this study at our last board meeting during the workshop session, and they unanimously consented to DD6's participation in this study.

DD6 is looking forward to having some input toward the direction of the study.

Sincerely,

Doug Canant

Doug S. Canant, PE, RPLS, CFM
District Engineer

DC/pa

CC: Honorable Becky Ames – Mayor City of Beaumont – bames@BeaumontTexas.gov
Mr. Kyle Hayes – Beaumont City Manager - khayes@BeaumontTexas.gov
Mr. Chase Mann –City of Beaumont Engineering Department – cmann@BeaumontTexas.gov
DD6 Board of Directors
Richard P. LeBlanc, Jr. – DD6 General Manager
Chuck Oakley – DD6 Chief Financial Officer

RESOLUTION NO.

WHEREAS, on June 14, 2016, the City Council of the City of Beaumont, Texas adopted Resolution No. 16-108 authorizing the City Manager to apply for and receive grant funding for the City of Beaumont through the Texas Water Development Board (TWDB) in the amount of $287,000.00 for an expansion of the scope of the final phase of a three (3) phase City of Beaumont Master Drainage Plan Study of its current drainage infrastructure and areas prone to flood risk; and,

WHEREAS, the City has executed an agreement with Lockwood, Andrews & Newman, Inc., in an amount not to exceed $500,000.00, as contribution toward completion of the Master Drainage Plan Study; and,

WHEREAS, in addition to the grant funding, Jefferson County Drainage District No. 6 has committed to contribute $75,000.00 toward the study; and,

WHEREAS, it is necessary to execute an Interlocal Agreement with Jefferson County Drainage District No. 6 to provide previously completed drainage studies, geotechnical reports, models and available GIS data to be shared between the City and Jefferson County Drainage District No. 6 to expand the scope of work for Phase III of the project. The Interlocal Agreement is substantially in the form attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute an Interlocal Agreement with Jefferson County Drainage District No. 6 for the City of Beaumont Master Drainage Plan Study Phase III.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

INTERLOCAL AGREEMENT

(TEXAS WATER DEVELOPMENT BOARD FLOOD PROTECTION PLANNING GRANT)

Between

THE CITY OF BEAUMONT
and
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS §
§
COUNTY OF JEFFRSON §

This Agreement between the **City of Beaumont**, a home rule City of the State of Texas (hereinafter called "**CITY**") and **Jefferson County Drainage District No. 6,** a special district of the State of Texas (hereinafter called "**DISTRICT**") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the **CITY** has contracted with Lockwood Andrews and Newman, Inc. to perform a comprehensive drainage infrastructure asset inventory; drainage infrastructure condition assessment; current comprehensive hydrologic and hydraulic model; flooding problem area identification; quantification of flooding extents; and development of prioritized cost effective structural and non-structural flood prevention solution for the planning area to include portions of Hillebrandt Bayou and Neches River Watersheds that correspond to the 90 square-mile city limits of Beaumont, including drainage channels maintained and operated within the corporate limits of the **DISTRICT**; and

WHEREAS, the **CITY** has applied to the Texas Development Board for a $287,000 grant to help pay for Phase III of the study; and

WHEREAS, the **DISTRICT** desires to participate in the funding of Phase III of the study if the grant is awarded; and

WHEREAS, the **CITY** has committed to funding a portion of Phase III of the study.

THEREFORE, the **CITY** and the **DISTRICT** agree as follows:

WITNESSETH

1. If the **CITY** is awarded the Texas Water Development Board grant, the **DISTRICT** will provide $75,000 toward the funding of the study.

2. The **CITY** will provide $500,000 toward the funding of the study.

EXHIBIT "A"

3. The **DISTRICT**, upon request by the **CITY**, will provide previously completed drainage studies, LOMRs, geotechnical reports, models; available GIS data to include parcels, zoning, current and future land use, soils, storm sewer infrastructure; relevant as-builts and record drawings; future improvement schematic and design plans; cultural and environmental resource maps and reports; flood damage assessment forms, records of rainfall, street closures, and flood rescues/deaths.

4. The **DISTRICT** will attend flood protection planning meetings to include one (1) project kick-off meeting and one (1) public meeting. Regularly scheduled meetings will be held with **CITY** staff to discuss study actions items, review progress of the work effort, and information requests. **DISTRICT** attendance at regularly scheduled meetings is optional. The **DISTRICT** will be copied on meeting notes and action items. The **DISTRICT** will be responsible for responding to information requests generated from meeting notes and action items.

5. The **CITY** shall be responsible to the National Flood Insurance Program for administration and enforcement of the floodplain management regulations of the **CITY**.

6. The **CITY** shall coordinate flood protection planning meetings to include one (1) project kick-off meeting, one (1) public meeting, and regularly scheduled meetings with **CITY** staff to discuss study action times, review progress of the work effort, and information requests, as well as copy the **DISTRICT** on meeting notes and action items.

7. The **CITY** will serve as the overall project sponsor for the Flood Protection Plan development with support from the District and professional engineering services provided by Lockwood, Andrews, & Newman, Inc. The following tasks will be performed for the flood protection planning study: Data Collection, Organization, and Initial Assessment; Survey; Existing Conditions Evaluation including Hydrology and Hydraulic Analysis; System Level of Service and Problem Area Identification; Problem Area Ranking and Prioritization; Flood Prevention Project Plan Development; and preparation for the Final Report.

8. MODIFICATION. This Agreement may not be modified unless such modifications are in the form of a written amendment, executed by both parties.

9. TERMINATION. This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either, without cause and for any reason upon Ninety (90) Days written notice to the other party.

10. REIMBURSEMENT. The **CITY** has allocated $500,000 for Phase III of the project. The **DISTRICT** has committed up to $75,000 for Phase III of the project, 9% of the total project cost. The **CITY** shall invoice the **DISTRICT** on a 30-day basis for percent project complete. The **DISTRICT** shall reimburse the **CITY** within sixty (60) days of the date of the invoice. The **DISTRICT** shall be invoiced for their 9% fractional portion of Phase III project completion up to a maximum amount of $75,000.

CITY OF BEAUMONT

WITNESS OUR HANDS effective this _____ day of _____, 2016.

By:_____

Printed Name:_____

Title: _____

ATTEST:

By:_____

Printed Name:_____

Title: _____

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this **28th** day of **June, 2016**.

William F. Miranda, Vice-President
Jefferson County Drainage District No. 6

ATTEST:

Charles "Chuck" Guillory, Secretary
Jefferson County Drainage District No. 6

DD6/pa

5

September 13, 2016

Consider a resolution approving a contract with Porter's Carpet, Inc. of Beaumont for new floor covering at the Beaumont Public Library

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BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Keith Folsom, Facilities Maintenance Superintendent
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council consider a resolution approving the purchase of new floor covering from Porter's Carpet, Inc. in the amount of $75,040.54 for the Beaumont Public Library (Main Library) located at 801 Pearl Street.

BACKGROUND
Bids were obtained through the formal bid process and the apparent low bidder was Porter's Carpet, Inc.

The Main Library was built in 1975 and the current flooring on the entry and upper levels was installed in 1998. The current carpeting is 18 years old and showing lots of wear and tear from the daily traffic flow. In addition, when the carpet was previously replaced it was cut around the book shelves and now that some of the shelving has been relocated there are exposed sections of older carpet causing an unsightly appearance.

FUNDING SOURCE
Capital Reserve.

RECOMMENDATION
Approval of resolution.

BID TABULATION

CITY OF BEAUMONT TEXAS – FACILITIES MAINTENANCE

PROJECT: Floor Covering Replacement – Beaumont Main Library (PW0716-18)
DATE: 8-18-16 TIME: 2:00 PM

CONTRACTOR	5% BOND	ADDENDA	BASE BID	DAYS
Porter's Carpet, Inc.	Yes		$75,040.54	21
Custom Flooring	Yes		$87,900.00	35

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of new floor covering to be installed at the Beaumont Public Library (Main Library), located at 801 Pearl, from Porter's Carpet, Inc., of Beaumont, Texas, in the amount of $75,040.54.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of September, 2016.

_____

- Mayor Becky Ames -

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:	September 13, 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 rate of $.69/$100 of valuation exceeds the lower of the rollback rate of $.7033081/$100 of valuation or the effective tax rate of $.676932/$100 of valuation. 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. This notice was published in the newspaper, on the website and on the cable channel 4 on August 13, 2016. The first public hearing was held on August 23, 2016.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Hold public hearing.

PUBLIC HEARING

* Receive comments related to the 2015 Consolidated Annual Performance and Evaluation Report (CAPER)

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	September 13, 2016
REQUESTED ACTION:	Council conduct a Public Hearing to receive comments related to the 2015 Consolidated Annual Performance and Evaluation Report (CAPER).

BACKGROUND

As mandated by the U. S. Department of Housing and Urban Development (HUD), City Council has conducted public hearings and work sessions in previous years prior to submittal of the City's Consolidated Annual Performance and Evaluation Report (CAPER). Community Development Staff published a request to receive public comments on the 2015 CAPER in the Beaumont Examiner on September 1, 2016. Attached is the financial summary for the recently competed 2015 grant year as well as Integrated Disbursement and Information System (IDIS) reports that will be submitted to HUD along with the CAPER.

FUNDING SOURCE

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

RECOMMENDATION

Conduct the Public Hearing.

COMMUNITY DEVELOPMENT BLOCK GRANT

08/24/16

BUDGET REPORT AS OF JULY 31, 2016

2015 PROGRAM YEAR (PERFORMANCE PERIOD: 07/01/2015 - 09/01/2022)		2015 PROGRAM YEAR	EXPENDITURES AS OF 07/31/16	ENCUMBRANCES	BALANCE AVAILABLE AT 07/31/16	ANTICIPATED COMPLETION DATE
1 HOUSING	1					
Minor Repair		59,249	0	0	59,249	12/31/16
Minor Repair Administration (2/8/16)		63,864	63,864	0	0	Completed
TOTAL HOUSING		123,113	63,864	0	59,249	
2 CLEARANCE AND DEMOLITION	1					
Clearance and Demolition-Residential (2/8/16)		52,753	17,906	0	34,847	12/31/16
TOTAL CLEARANCE AND DEMOLITION		52,753	17,906	0	34,847	
3 PUBLIC FACILITIES AND IMPROVEMENTS	1					
Hotel Bmt. & Others (Sec 108 pmt) - Rehab		800,000	800,000	0	0	Completed
Crockett Street (Sec 108 pmt) - Rehab						
Theodore R. Johns,Jr.Library (Sec 108 pmt) -New Construction						
Jefferson Theater (Sec 108 pmt) - Rehab						
L L Melton YMCA (Sec 108 pmt) - Rehab						
TOTAL PUBLIC FACILITIES AND IMPROVEMENTS		800,000	800,000	0	0	
4 PUBLIC SERVICES	1					
IEA - Inspire, Encourage, Achieve		9,286	7,991	1,295	0	12/31/16
Julie Roger's "Gift of Life"		9,286	9,286	0	0	Completed
Nutrition and Services for Seniors		9,286	9,286	0	0	Completed
Southeast Texas Family Resource Center		10,041	10,041	0	0	Completed
Southeast Texas Food Bank		8,530	8,530	0	0	Completed
HOMELESS SET-ASIDE:						
Family Services of Southeast Texas		9,286	9,286	0	0	Completed
Henry's Place / Some Other Place		9,286	9,286	0	0	Completed
TOTAL PUBLIC SERVICES		65,000	63,705	1,295	0	
5 ADMINISTRATION	1	251,383	251,383	0	0	Completed
TOTAL FEDERAL		1,292,249	1,196,858	1,295	94,096	
6 PROGRAM INCOME	1					
General Use (2015 Estimate 15,000)		0	0	0	0	
Clearance and Demolition (2015 PI)(From C&D 2(		883	883	0	0	Completed
Clearance and Demolition (2015 PI)(From HP 201		100	100	0	0	Completed
Administration (2015 PI) (From C&D 2015 PI)		3,779	3,779	0	0	Completed
Administration (2015 PI) (From HP 2015 PI)		300	300	0	0	Completed
Historic Preserv Loans (Bal @ 6/30/15)		0	0	0	0	
Historic Preserv Loans (2015 Est 35,000)		0	0	0	0	
HP-Project Delivery Costs (Current)		0	0	0	0	
Small Business Loans (Bal @ 6/30/15)		434,847	0	0	434,847	
Small Business Loans (2015 Est 50,000)		4,825	0	0	4,825	
SB-Project Delivery Costs (Current)		0	13,209	0	(13,209)	
(Partial salaries for 2015 Grant Year)						
PI Balance Brought Forward to 2016 Grt Yr		(426,464)	0	0	(426,464)	Carried Forward
TOTAL ESTIMATED PROGRAM INCOME		18,271	18,271	0	0	
TOTAL 2015 BUDGET		1,310,520	1,215,129	1,295	94,096	

1 Account number information:
264-5548-755-XX-XX (Items 1,5{Housing})
264-5549-755-XX-XX (Items 2,3,4,5{Admin},6)

HOME INVESTMENT PARTNERSHIP

08/24/16

BUDGET REPORT AS OF JULY 31, 2016

2015 PROGRAM YEAR (PERFORMANCE PERIOD: 08/05/2015-09/01/2023)	2015 PROGRAM YEAR	EXPENDITURES AS OF 07/31/16	ENCUMBRANCES	BALANCE AVAILABLE AT 07/31/16	ANTICIPATED COMPLETION DATE
HOME PROGRAM 1					
ADMINISTRATION (10%)					
HOME Administration	36,265	36,265	0	0	Completed
CHDO RESERVE (15% minimum)					
Legacy Community Development Corp (CHDO) - Acquisition / Lease-Purchase (5/3/16 - R#16-079 - $54,397 - S/B $54,397.20)	54,397	0	0	54,397	06/30/17
CHDO OPERATING (5%)					
Legacy Community Development Corp (CHDO) - CHDO Operating Expense (5/3/16 - R#16-079 - $18,132 - S/B $18,132.40)	18,132	0	0	18,132	06/30/17
ENTITLEMENT (70%)					
Down Payment Assistance Program (5/12/16)	70,000	30,546	0	39,454	06/30/17
Jehovah Jireh Village CDC (CHDO) - Acquisition / Lease-Purchase (6/21/16 - R#16-113) (Council approved an amount up to $106,000) (Budget amount $106,000.00)	106,000	0	0	106,000	06/30/17
Legacy Community Development Corp (CHDO) - Acquisition / Lease-Purchase (6/21/16 - R#16-114) (Council approved an amount up to $80,000) (Budget amount $77,853.60)	77,854	0	0	77,854	06/30/17
HOME Program (Undesignated)	0	0	0	0	Reprogrammed
TOTAL	362,648	66,811	0	295,837	

2016 PROGRAM YEAR (PERFORMANCE PERIOD: 07/14/2016-09/01/2024)	2016 PROGRAM YEAR	EXPENDITURES AS OF 07/31/16	ENCUMBRANCES	BALANCE AVAILABLE AT 07/31/16	ANTICIPATED COMPLETION DATE
HOME PROGRAM 1					
ADMINISTRATION (10%)					
HOME Administration	36,974	4,578	0	32,396	06/30/17
CHDO RESERVE (15% minimum)					
HOME CHDO Reserve (Undesignated)	55,460	0	0	55,460	06/30/17
CHDO OPERATING (5%)					
HOME CHDO Operating (Undesignated)	18,487	0	0	18,487	06/30/17
ENTITLEMENT (70%)					
Down Payment Assistance Program (7/28/16)	100,000	0	0	100,000	06/30/17
HOME Program (Undesignated)	158,815	0	0	158,815	06/30/17
TOTAL	369,736	4,578	0	365,158	

HUD 2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

In compliance with regulations of the U. S. Department of Housing and Urban Development (HUD) governing the City of Beaumont Community Development Block Grant Program and the HOME Investment Partnership Program. The City of Beaumont will hold a public hearing to receive comments on its Consolidated Annual Performance and Evaluation Report (CAPER). The purpose of this report is to present to HUD and to the citizens of Beaumont a summary of relevant information regarding the expenditure of Federal grant funds from HUD during the past reporting period of July 1, 2015 through June 30, 2016.

Copies of the CAPER in draft form will be made available at the Beaumont City Hall, Community Development and Housing department located at 801 Main Street, Beaumont from 8:00 a.m. to 5:00 p.m., Monday through Friday, during normal business hours.

Comments on this report will be solicited at the Annual Performance and Assessment Public Hearing scheduled for Tuesday, September 13, 2016 at 1:30 p.m. , at the City of Beaumont, City Council meeting. Written comments are also welcomed and must be received in the office of Community Development, 801 Main Street, Beaumont, Texas, 77701 by Friday, September 23, 2016 at 5:00 p.m. All public comments regarding the City's performance under these grant programs and regarding the proposed changes to the Consolidated Plan will be included as Appendices to the report. The final report as proposed will be submitted to HUD on or before Friday, September 30, 2016.

The report contains accomplishment data, number of persons assisted, Community Development targeted areas, the HOME Investment Partnership Program and the Community Development Block Grant 2015 Program Year expenditures which ran from July 1, 2015 through June 30, 2016.

For more information or questions regarding this performance report, please contact Cheryl Robinson, Grants Coordinator, City of Beaumont, 801 Main Street, Beaumont, Texas 77701, 409-880-3763, or by email at Crobinson@Beaumonttexas.gov.

Published: Thursday, September 1, 2016

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	875,305.37
02 ENTITLEMENT GRANT	1,292,249.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	9,887.49
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,177,441.86
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	194,112.51
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	194,112.51
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	255,462.37
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	800,000.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,249,574.88
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	927,866.98
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	194,112.51
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	194,112.51
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	64,994.02
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	1,544.62
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	1,538.64
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	65,000.00
32 ENTITLEMENT GRANT	1,292,249.00
33 PRIOR YEAR PROGRAM INCOME	73,177.37
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,365,426.37
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	4.76%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	255,462.37
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	255,462.37
42 ENTITLEMENT GRANT	1,292,249.00
43 CURRENT YEAR PROGRAM INCOME	9,887.49
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,302,136.49
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.62%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	4	2144	5895122	SOME OTHER PLACE/HENRY'S PLACE	03T	LMC	$9,285.71
					03T	**Matrix Code**	**$9,285.71**
2013	2	2081	5862709	CLEARANCE & DEMOLITION (2013)	04	LMA	$338.00
2013	2	2081	5873612	CLEARANCE & DEMOLITION (2013)	04	LMA	$650.00
2013	2	2081	5895122	CLEARANCE & DEMOLITION (2013)	04	LMA	$10,325.20
2013	2	2081	5899725	CLEARANCE & DEMOLITION (2013)	04	LMA	$0.16
2014	2	2147	5895122	CLEARANCE AND DEMOLITION (2014)	04	LMA	$5,046.80
2014	2	2147	5899725	CLEARANCE AND DEMOLITION (2014)	04	LMA	$181.84
2014	2	2147	5911123	CLEARANCE AND DEMOLITION (2014)	04	LMA	$10,426.00
2014	2	2147	5950482	CLEARANCE AND DEMOLITION (2014)	04	LMA	$6,024.59
2015	2	2137	5911123	CLEARANCE AND DEMOLITION (2015)	04	LMA	$8,230.41
2015	2	2137	5948137	CLEARANCE AND DEMOLITION (2015)	04	LMA	$338.00
2015	2	2137	5950476	CLEARANCE AND DEMOLITION (2015)	04	LMA	$645.00
					04	**Matrix Code**	**$42,206.00**
2015	4	2142	5862742	NUTRITION & SERVICES FOR SENIORS	05A	LMC	$9,285.71
					05A	**Matrix Code**	**$9,285.71**
2014	4	2120	5862742	TASTE - TEACHING AGRICULTURE SUSTAINABILITY THROUGH ECONOMICS	05D	LMC	$388.64
2015	4	2143	5884801	Inspire, Encourage, Achieve (IEA)	05D	LMC	$780.00
2015	4	2143	5895122	Inspire, Encourage, Achieve (IEA)	05D	LMC	$796.59
2015	4	2143	5899725	Inspire, Encourage, Achieve (IEA)	05D	LMC	$2,776.80
2015	4	2143	5911123	Inspire, Encourage, Achieve (IEA)	05D	LMC	$1,398.85
2015	4	2143	5919505	Inspire, Encourage, Achieve (IEA)	05D	LMC	$595.96
2015	4	2143	5929065	Inspire, Encourage, Achieve (IEA)	05D	LMC	$720.76
2015	4	2143	5948168	Inspire, Encourage, Achieve (IEA)	05D	LMC	$275.80
2015	4	2143	5950482	Inspire, Encourage, Achieve (IEA)	05D	LMC	$396.33
2015	4	2148	5911123	SETX FAMILY RESOURCE CENTER	05D	LMC	$9,375.17
2015	4	2148	5950482	SETX FAMILY RESOURCE CENTER	05D	LMC	$666.28
2015	4	2149	5911123	Julie Roger's "Gift of Life" Program	05D	LMC	$9,285.71
					05D	**Matrix Code**	**$27,456.89**
2015	4	2146	5869533	FAMILY SERVICES OF SETX	05G	LMC	$9,285.71
					05G	**Matrix Code**	**$9,285.71**
2013	4	2089	5862742	GIRL'S HAVEN INC.	05N	LMC	$1,150.00
					05N	**Matrix Code**	**$1,150.00**
2015	4	2150	5919505	SETX Food Bank	05W	LMA	$8,530.00
					05W	**Matrix Code**	**$8,530.00**
2014	1	2130	5895122	Minor Repair Project (2014)	14A	LMH	$8,856.00
2014	1	2130	5899725	Minor Repair Project (2014)	14A	LMH	$500.00
2014	1	2130	5911123	Minor Repair Project (2014)	14A	LMH	$484.00
					14A	**Matrix Code**	**$9,840.00**
2015	5	2139	5862695	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$8,465.55
2015	5	2139	5862709	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$8,404.38
2015	5	2139	5862742	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$13,538.72
2015	5	2139	5873612	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$7,677.62
2015	5	2139	5884801	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$8,605.15
2015	5	2139	5895122	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$8,605.21
2015	5	2139	5899725	MINOR REHABILITATION ADMINISTRATION COSTS	14H	LMH	$8,566.95

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
					14H	**Matrix Code**	**$63,863.58**
2015	6	2140	5862687	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$49.94
2015	6	2140	5862707	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$286.85
2015	6	2140	5862739	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$781.04
2015	6	2140	5873599	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$3,396.87
2015	6	2140	5884796	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$4,204.37
2015	6	2140	5895090	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$1,716.94
2015	6	2140	5899721	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$817.37
2015	6	2140	5911117	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$377.31
2015	6	2140	5919487	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$277.39
2015	6	2140	5929061	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$812.05
2015	6	2140	5948137	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$425.17
2015	6	2140	5950476	SB PROJECT DELIVERY COSTS (2015)	18B	LMCSV	$63.61
					18B	**Matrix Code**	**$13,208.91**
Total							**$194,112.51**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	4	2144	5895122	SOME OTHER PLACE/HENRY'S PLACE	03T	LMC	$9,285.71
					03T	**Matrix Code**	**$9,285.71**
2015	4	2142	5862742	NUTRITION & SERVICES FOR SENIORS	05A	LMC	$9,285.71
					05A	**Matrix Code**	**$9,285.71**
2014	4	2120	5862742	TASTE - TEACHING AGRICULTURE SUSTAINABILITY THROUGH ECONOMICS	05D	LMC	$388.64
2015	4	2143	5884801	Inspire, Encourage, Achieve (IEA)	05D	LMC	$780.00
2015	4	2143	5895122	Inspire, Encourage, Achieve (IEA)	05D	LMC	$796.59
2015	4	2143	5899725	Inspire, Encourage, Achieve (IEA)	05D	LMC	$2,776.80
2015	4	2143	5911123	Inspire, Encourage, Achieve (IEA)	05D	LMC	$1,398.85
2015	4	2143	5919505	Inspire, Encourage, Achieve (IEA)	05D	LMC	$595.96
2015	4	2143	5929065	Inspire, Encourage, Achieve (IEA)	05D	LMC	$720.76
2015	4	2143	5948168	Inspire, Encourage, Achieve (IEA)	05D	LMC	$275.80
2015	4	2143	5950482	Inspire, Encourage, Achieve (IEA)	05D	LMC	$396.33
2015	4	2148	5911123	SETX FAMILY RESOURCE CENTER	05D	LMC	$9,375.17
2015	4	2148	5950482	SETX FAMILY RESOURCE CENTER	05D	LMC	$666.28
2015	4	2149	5911123	Julie Roger's "Gift of Life" Program	05D	LMC	$9,285.71
					05D	**Matrix Code**	**$27,456.89**
2015	4	2146	5869533	FAMILY SERVICES OF SETX	05G	LMC	$9,285.71
					05G	**Matrix Code**	**$9,285.71**
2013	4	2089	5862742	GIRL'S HAVEN INC.	05N	LMC	$1,150.00
					05N	**Matrix Code**	**$1,150.00**
2015	4	2150	5919505	SETX Food Bank	05W	LMA	$8,530.00
					05W	**Matrix Code**	**$8,530.00**
Total							**$64,994.02**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	5	2138	5862687	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$546.50
2015	5	2138	5862695	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$22,363.07
2015	5	2138	5862707	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$436.50
2015	5	2138	5862709	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$23,427.30
2015	5	2138	5862739	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$436.50

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	5	2138	5862742	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$31,068.81
2015	5	2138	5869533	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$21.26
2015	5	2138	5873599	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$490.86
2015	5	2138	5873612	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$18,205.43
2015	5	2138	5884796	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$285.00
2015	5	2138	5884801	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$21,005.12
2015	5	2138	5895090	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$356.65
2015	5	2138	5895122	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$23,110.57
2015	5	2138	5899721	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$445.00
2015	5	2138	5899725	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$23,509.16
2015	5	2138	5911117	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$250.00
2015	5	2138	5911123	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$31,415.87
2015	5	2138	5919487	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$430.00
2015	5	2138	5919505	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$23,752.88
2015	5	2138	5929061	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$394.99
2015	5	2138	5929065	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$24,813.11
2015	5	2138	5948137	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$7.00
2015	5	2138	5948168	GENERAL CDBG PROGRAM ADMINISTRATION COSTS	21A		$8,690.79
					21A	**Matrix Code**	**$255,462.37**
Total							**$255,462.37**

CDBG Financial Summary (B-15-MC-480003)
Justifications of Adjustments
Program Year Covered: 07-01-2015 to 06-30-2016

Part I: Summary of CDBG Resources

Line 05:

Detail of Current Year Program Income:

Clearance and Demolition	$4,662.00
Historic Preservation	400.00
Revolving loan funds loan payments received (principal - $4,198.37 and interest - $627.12)	4,825.49
Total Current Year Program Income	$9,887.49

THERE WERE NO ADJUSTMENTS NEEDED FOR PROGRAM YEAR 2015.

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B-15 CAPER
Public Service Activities
July 1, 2015 - June 30, 2016

	Activity Number	Budget @ 7/1/15	Expended 7/15-6/16	Unliquidated Obligation @ 6/30/16
2013 Grant Year				
Girls Haven, Inc.	2089	1,150.00	1,150.00	0.00
2014 Grant Year				
TASTE-Teaching Agriculture Sus	2120	388.64	388.64	0.00
2015 Grant Year				
Family Services of SETX	2146	9,285.71	9,285.71	0.00
Henry's Place/Some Other Place	2144	9,285.71	9,285.71	0.00
IEA - Inspire, Encourage, Achieve	2143	9,285.71	7,741.09	1,544.62
Julie Roger's "Gift of Life"	2149	9,285.71	9,285.71	0.00
Nutrition Services for Seniors	2142	9,285.71	9,285.71	0.00
SETX Family Resource Center	2148	10,041.45	10,041.45	0.00
SETX Food Bank	2150	8,530.00	8,530.00	0.00
Total		66,538.64	64,994.02	1,544.62

B-15 CAPER
Planning and Administration Activities
July 1, 2015 - June 30, 2016

	Activity Number	Budget @ 7/1/15	Expended 7/15-6/16	Unliquidated Obligation @ 6/30/16
2014 Grant Year				
Sec 108 Loan Repayment	2129	0.00	0.00	0.00
Administration	2128	0.00	0.00	0.00
2015 Grant Year				
Sec 108 Loan Repayment	2145	800,000.00	800,000.00	0.00
Administration	2138	255,462.37	255,462.37	0.00
Total		1,055,462.37	1,055,462.37	0.00

A. Program Income Received

1. a. Program income returned to each revolving fund: $4,825.49
   Small Business $4,825.49

   b. Program income received from any other source: $5,062.00
   Clearance and Demolition $4,662.00
   Historic Preservation $ 400.00

2. Amount repaid on each float-funded activity (see page 2-17 of handbook 6510.2, rev.2):

   n/a

3. All other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.

   n/a

4. Amount of income received from the sale of property by parcel.

   n/a

5. Program income and investments of cash balances in excess of one-twelfth of the most recent grant amount must be remitted to HUD to be placed in the grantee's line-of-credit (570.504(2)(iii) within 60 days after PY end. Calculation of excess amounts should be included here.

   $\frac{\$1,292,249}{12}$ = $107,687.42 Total Program Income: $9,887.49

6. If a grantee operates RLF(s), a calculation of the interest earned during the reporting period. This amount (if over $100), must be remitted to HUD for transmittal to the Treasury at least annually, within 60 days of the end of the PY. Calculation of interest earned should be included here.

   A wire transfer was submitted to HUD on 08/01/2016 in the amount of $2,756.94.

B. Prior Period Adjustments

N/A

C. Loans and Other Receivables

1. Each float-funded activity outstanding as of the end of the reporting period, the principal balance as of that date, and the date(s) by which the funds are expected to be received.

   n/a

2. a. The total number of other loans outstanding and the principal balance owed as of the end of the reporting period for each of the following categories as applicable: housing rehabilitation; economic development; and other (Do not include the loans listed below in 2b)

   Historic Preservation:
   loans outstanding - 3
   principal balance - $64,065.22

   Small Business:
   loans outstanding - 12
   principal balance - $236,120.22

   b. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.

n/a

3. The total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.

   Defaults and written off due to bankruptcy: 0

4. A list of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period. (Do not include those parcels that are expected to remain in the public domain.)

   n/a

5. For each lump sum drawdown agreement, list:
   a. the name of the financial institution
   b. date funds were deposited
   c. date the use of funds commenced
   d. percentage of funds disbursed within 180 days of deposit in the financial institution

   n/a

D. LOCCS Reconciliation

Unexpended Balance of CDBG funds	$ 927,866.98
LOC Balance	517,457.14
Cash on Hand:	
Grantee Program Account	0.00
Subrecipients Program Accounts	0.00
Revolving Fund Cash Balances	426,463.63
Section 108 Cash Balances	0.00
Cash on Hand Total	$943,920.77
Grantee CDBG Program Liabilities (include any reimbursements due from program funds)	($ 16,053.79)
Subrecipient CDBG Program Liabilities (include any reimbursements due from program funds)	0.00
Liabilities Total	($ 16,053.79)
Balance (provide an explanation if an unreconciled difference exists)	$ 0.00

Explanation (if applicable)

E. Unprogrammed Funds Calculation

Amount of funds available during the reporting period	$2,177,441.86
Income expected but not yet realized**	0.00
Subtotal	$ 2,177,441.86
Less total budgeted amount	($2,177,441.86)
Unprogrammed Balance	$ 0.00

**This amount should reflect any income considered as a resource in the action plan (and any amendments) for the period covered by this report as well as that identified in prior action plans/final statements (including any amendments), that was expected to be received by the end of the reporting period but had not yet been received, e.g. program income or Section 108 proceeds not yet received from an approved 108 loan.

07/01/16 13:00:00

CHARGE CODE	CUSTOMER ID	CUSTOMER NAME	ORIG LOAN AMOUNT	LOAN PRIN BALANCE	CLOSING YEAR	CLOSING MONTH	CLOSING DAY
HP001	156,124	PICKENS, CHARLES E & VANESSA	31,140.00	27,398.58	11	9	8
	990,026,621	GULF SIERRA ENTERPRISES INC	20,000.00	18,333.32	97	6	30
	990,026,621	GULF SIERRA ENTERPRISES INC	20,000.00	18,333.32	97	7	1
		TOTAL		64,065.22			
		FINAL TOTALS TOTAL		64,065.22			

* * * E N D O F R E P O R T * * *

Historic Preservation Loans

07/01/16 13:00:03

CHARGE CODE	CUSTOMER ID	CUSTOMER NAME	ORIG LOAN AMOUNT	LOAN PRIN BALANCE	CLOSING YEAR	CLOSING MONTH	CLOSING DAY
EDA01	149,736	AAMCO TRANSMISSION OF BMT	92,821.37	5,706.07	3	7	7
	158,726	TINA'S HEAVENLY TOUCH	40,542.17	2,385.45	10	9	13
	160,192	BOUDREAUX'S TRCK & TRLR REPAIR	55,000.00	27,049.84	13	10	7
	160,835	SOUTHERN CREOLE FOODS, LLC	74,250.00	73,257.01	15	6	9
			TOTAL	108,398.37			
SB001	155,932	STERLING, KYLE	22,500.00	18,807.43	4	8	20
	149,255	DISTINGUISHED WOMENS BOUTIQUE	13,577.09	13,577.09	8	3	10
	157,844	MT OLYMPUS FASHIONS	20,000.00	15,093.13	8	11	21
	159,095	CHI-TOWN DAWGS, LLC	22,500.00	16,689.43	11	12	2
	147,264	UNIQUE CREATIONS	4,805.65	1,630.64	13	4	2
	160,049	BARBER'S INC TRADE SCHOOL	22,500.00	12,114.52	13	7	12
	160,366	ELITE CUSTOM RODS	22,250.00	19,368.85	14	3	25
	990,032,190	EPICUREAN EMPIRE INC	50,000.00	30,440.76	97	9	10
			TOTAL	127,721.85			
			FINAL TOTALS TOTAL	236,120.22			

* * * E N D O F R E P O R T * * *

Small Business Loans