BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 11, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – September 27, 2016

* Confirmation of committee appointments

A) Approve the renewal of an annual maintenance agreement for SunGard Public Sector software support for use by all City Departments

B) Approve the purchase of network drive storage from WatchGuard Video for use in the Police Department

C) Approve the purchase of a Microsoft Office 365 replacement email system from Tangent for use by all City departments

D) Approve the renewal of lease agreements with Bar C Ranch for the Southeast Texas Auto Theft Task Force

E) Authorize the City Manager to execute all documents necessary in order for the Southeast Texas Auto Theft Task Force to maintain an ad panel display of public information at Parkdale Mall

F) Authorize the City Manager to execute an Industrial District Contract with The Dow Chemical Company

G) Approve an amendment to the Ticketmaster, L.L.C. Licensed User Agreement used by the Event Facilities Department

H) Authorize the City Manager to terminate the interim lease agreement with the Beaumont Yacht Club, Inc.

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Bart Bartkowiak, Chief Technology Officer
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution approving the renewal of an annual maintenance agreement for SunGard Public Sector software support in the amount of $99,905.25 for use by all City Departments.

BACKGROUND

This purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to modify and maintain the software. The software maintenance agreement provides for unlimited telephone support and up to three (3) software updates during the annual term.

This agreement is for an annual period beginning October 1, 2016 and includes the following applications.

- Building Codes and Permitting
  - Land maintenance
  - Building code management and permitting
- Finance
  - Cash receipts
  - Asset management
  - Accounting
  - Loans
  - Accounts receivable
  - Purchasing
- Click2GOV Citizen Web Portal
  - Water and Municipal Court online payments
- Municipal Court
  - Case management
  - Jury management
- Occupational licensing
- Water billing

FUNDING SOURCE
General Fund – Information Technology, Municipal Court Technology Fund, and Water Utilities Fund.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be, and he is hereby, authorized to pay an invoice in the amount of $99,905.25 to SunGard Public Sector for the renewal of an annual maintenance agreement for software support beginning October 1, 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames –

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Bart Bartkowiak, Chief Technology Officer
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution approving the purchase of network drive storage from WatchGuard Video in the amount of $77,750 for use in the Police Department.

BACKGROUND
The storage will be used for Police in-car video. We have run out of storage space on the current system and will be adding body cameras this fiscal year. The additional storage will be necessary to maintain video for required retention periods.

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

FUNDING SOURCE
Body-Worn Camera Program Grant administered by the Office of the Governor - Criminal Justice Division with a required cash match on behalf of the City in the amount of $15,550.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of network drive storage for in-car video software, for use by the Police Department, from WatchGuard Video, of Allen, Texas, through the Office of the Governor-Criminal Justice Division Body-Worn Camera Program Grant, in the amount of $77,750.00.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

C

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Bart Bartkowiak, Chief Technology Officer
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution approving the purchase of a Microsoft Office 365 replacement email system from Tangent in the amount of $60,000 for use by all City departments.

BACKGROUND

The City currently uses IBM Notes for email messaging. The current email system does not integrate with many of the software applications used by departments. The new solution will be hosted by Microsoft and will eliminate the current locally maintained servers and SPAM email solution. The new system will allow for full integration into the City network and software applications. It will also allow for greater disaster recovery with the new highly redundant hosted solution. Email users will have larger email quota capacities, greater storage, and a more user friendly interface.

Pricing was obtained through The Interlocal Purchasing System (TIPS). TIPS provides cities and political subdivisions with the means to purchase from competitively bid contracts in accordance with the procurement statutes of the State of Texas.

One (1) year of software maintenance and support is included in the purchase.

FUNDING SOURCE

General Fund – Information Technology; Municipal Court Technology Fund; Hotel Occupancy Tax Fund; Fleet Fund; Solid Waste Fund, and Water Utilities Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of a Microsoft Office 365 replacement email system from Tangent, of Burlingame, CA, in the amount of $60,000 for use by all City departments.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

D

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: October 11, 2016

REQUESTED ACTION: Council consider a resolution approving the renewal of lease agreements with Bar C Ranch for the Southeast Texas Auto Theft Task Force office (Suite C) and warehouse space (Suites D & E).

BACKGROUND

The Southeast Texas Auto Theft Task Force is a multi-jurisdictional agency comprised of six personnel from the Beaumont Police Department, and one each from the Jefferson County Sheriff's Office, Port Arthur Police Department, and the Hardin County Sheriff's Office. Since the inception of the Task Force, motor vehicle thefts have decreased 85.9% from 1721 in 1992 to 243 in 2015. The Task Force conducts investigations that target vehicle burglaries and thefts; inspects repair shops and salvage dealers; and, provides training for local law enforcement agencies and crime prevention awareness for the public.

The Task Force offices are located at 2430 West Cardinal Drive - Suites C, D, and E. The renewal of the Lease Agreements with Bar C Ranch will be for 36 months and run from September 1, 2016 to August 31, 2019. The allotted space includes offices that house eight of nine assigned Task Force members for investigative operations, including a garage with vehicle lift for inspections (Suite C, 3900 Sq Ft @ $1755 per month). Suites D & E (5850 Sq Ft @ $2232.50 per month) provides storage for vehicles, trailers, and other property owned or seized by the Task Force.

FUNDING SOURCE

Southeast Texas Auto Theft Task Force Grant administered by the Automobile Burglary & Thyeft Prevention Authority (ABTPA). Both leases are written such that if grant funding is not available, the City can opt out of the lease without penalty. Funds are currently available and are anticipated to be renewed annually.

RECOMMENDATION

Approval of Resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager is hereby authorized to execute a three (3) year Extension of Lease Agreement with Bar C Ranch Company, Inc. for Southeast Texas Auto Theft Task Force office and warehouse space located at 2430 West Cardinal Drive, Suite C, at a monthly rental fee of $1,755.00. The lease agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to execute a three (3) year Extension of Lease Agreement with Bar C Ranch Company, Inc. for Southeast Texas Auto Theft Task Force office and warehouse space located at 2430 West Cardinal Drive, Suites D and E, at a monthly rental fee of $2232.50. The Extension of Lease Agreement is substantially in the form attached hereto as Exhibit "B" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

EXTENSION OF
LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY
THESE PRESENTS THAT

WHEREAS, under date of April 19, 2013, BAR C RANCH COMPANY, INC., as LANDLORD, and CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE, as TENANT, did execute and enter into LEASE AGREEMENT (hereinafter referred to as the "Lease"), said Lease providing for the use and occupancy by TENANT, subject to the terms thereof, of certain office and warehouse space located at 2430 West Cardinal Drive, Suite C, Beaumont, Jefferson County, Texas, 77705; and

WHEREAS, the three-year term thereof commenced September 1, 2013 and expired August 31, 2016; and

WHEREAS, it is the desire of LANDLORD and TENANT to ratify and confirm the Lease and to provide for a renewal and three-year extension of the Lease;

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein contained, together with One Dollar ($1.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged and confessed, BAR C RANCH COMPANY, INC., as LANDLORD, does hereby lease, grant, demise and let said premises unto CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE, as TENANT, and TENANT hereby accepts said premises, subject to and in accordance with the following amendments, terms and conditions:

The primary term of the Lease shall be extended for an additional three-year period, which period shall be deemed to have commenced September 1, 2016 and which shall expire August 31, 2019.

Rent for the term remains the same, calculated as follows:

Rental Period	**Base Rent /Sq. Ft./Year**	**Base Rent /Month**
Months 1-36	$5.40/Sq. Ft./Yr.	$1,755.00

LANDLORD AND TENANT each hereby ratify and confirm the Lease as herein renewed and extended.

IN WITNESS WHEREOF, this instrument is executed this _____ day of October 2016.

EXECUTED in multiple counterparts, each of which shall be deemed an original.

LANDLORD

Bar C Ranch Co., Inc.

By: _____
W. E. Wilson, Jr.
President

TENANT
CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE

By: _____
Name: _____
Title: _____

EXHIBIT "A"

EXTENSION OF
LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY
THESE PRESENTS THAT

WHEREAS, under date of April 19, 2013, BAR C RANCH COMPANY, INC., as LANDLORD, and CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE, as TENANT, did execute and enter into LEASE AGREEMENT (hereinafter referred to as the "Lease"), said Lease providing for the use and occupancy by TENANT, subject to the terms thereof, of certain office and warehouse space located at 2430 West Cardinal Drive, Suites D and E, Beaumont, Jefferson County, Texas, 77705; and

WHEREAS, under date of April 19, 2013, LANDLORD, and TENANT, did execute and enter into FIRST AMENDMENT AND RATIFICATION OF LEASE AGREEMENT providing for a 40-month term of the Lease commencing May 1, 2013 and expiring August 31, 2016; and

WHEREAS, the 40-month term thereof commenced May 1, 2013 and expired August 31, 2016; and

WHEREAS, it is the desire of LANDLORD and TENANT to ratify and confirm the Lease and to provide for a renewal and three-year extension of the Lease;

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein contained, together with One Dollar ($1.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged and confessed, BAR C RANCH COMPANY, INC., as LANDLORD, does hereby lease, grant, demise and let said premises unto CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE, as TENANT, and TENANT hereby accepts said premises, subject to and in accordance with the following amendments, terms and conditions:

The primary term of the Lease shall be extended for an additional three-year period, which period shall be deemed to have commenced September 1, 2016 and which shall expire August 31, 2019.

Rent for the term remains the same, calculated as follows:

Rental Period	**Base Rent /Sq. Ft./Year**	**Base Rent /Month**
Months 1-36	$4.58/Sq. Ft./Yr.	$2,232.5

LANDLORD AND TENANT each hereby ratify and confirm the Lease as herein renewed and extended.

IN WITNESS WHEREOF, this instrument is executed this _____ day of October 2016.

EXECUTED in multiple counterparts, each of which shall be deemed an original.

LANDLORD

Bar C Ranch Co., Inc.

By: _____
W. E. Wilson, Jr.
President

TENANT

CITY OF BEAUMONT/SOUTHEAST TEXAS AUTO THEFT TASK FORCE

By: _____
Name: _____
Title: _____

EXHIBIT "B"

E

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	James P. Singletary, Chief of Police
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution approving the City Manager to execute all documents necessary, specifically including a Common Area Advertising Agreement, in order for the Southeast Texas Auto Theft Task Force to maintain an ad panel display of public information at Parkdale Mall.

BACKGROUND

The Southeast Texas Auto Theft Task Force is a multi-jurisdiction agency comprised of six personnel from the Beaumont Police Department, and one each from Jefferson County Sheriff's office, Port Arthur Police Department and the Hardin County Sheriff's office. The Task Force currently covers Jefferson, Orange, Hardin and Jasper Counties. The Task Force focuses efforts in two areas: investigations, which target vehicle burglaries and vehicle thefts, and public awareness, which uses media campaigns, training and public presentations to promote prevention techniques and awareness.

Parkdale Mall is visited by an estimated 10,000 persons a day and the ad panel would continue to promote auto theft/auto burglary awareness and prevention through the use of display items.

FUNDING SOURCE

Total cost is $3,000 and funded by the Southeast Texas Auto Theft Task Force Grant administered by the Automobile Burglary & Theft Prevention Authority (ABTPA).

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, specifically including a Common Area Advertising Agreement, substantially in the form attached hereto as Exhibit "A," in order for the Southeast Texas Auto Theft Task Force to maintain an ad panel display of public information at Parkdale Mall.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

Revised 4/29/2015

COMMON AREA ADVERTISING AGREEMENT

Fixture(s): OVH-102
CBL Agent: Michelle Richer-Mengerink
Property Name: Parkdale Mall
Project #: 100-0451
Deal Type: Ad Panel

Agency Name: Southeast Texas Auto Theft Task Force **DBA:** Southeast Texas Auto Theft Task Force

Having offices at 2430 W. Cardinal Drive Suite C Beaumont, TX 77705

Contact: Authorized Signatory Phone: 409-842-6341 Mobile: 409-473-5447 E-Mail:

Agreement Duration: With respect to each License Area, Advertiser's rights under this Agreement, the payment of Minimum Fees, shall commence on the Start Date listed in the Terms Chart (the "Commencement Date"), and shall end on the End Date listed in the Terms Chart (the "Expiration Date"), unless the License referenced in this Agreement is revoked earlier by Owner.

Use: an overhead panel measuring 144" x 30" displaying public information regarding auto theft and safety precautions. Production, shipping, and installation charges to be paid by the mall

Fixture	Start	End
OVH-102	9/1/2016	8/31/2017

Minimum Fee(s):					
Description	**Unit**	**Start Date**	**End Date**	**Fee**	**Total Fee**
Ad Panel	OVH-102	09/01/2016	08/31/2017	$250.00	$3,000.00

Remittance Address:
Parkdale Mall CMBS, LLC PO Box 74942
Cleveland OH 44194-4942

OWNER shall permit the undersigned (hereinafter "Advertiser") to advertise at the above-referenced Property and in accordance with the description above as agreed by the parties hereto, and in exchange therefore, Advertiser shall pay to OWNER the Total Advertising Cost (referenced above) in equal monthly payments during the Term (as written above) commencing upon the "Due Date" referenced above. Advertiser shall pay promptly when due or make reimbursement to OWNER for all taxes imposed upon Advertiser's Total Advertising Cost, including, without limitation, all sales taxes, value added taxes, documentary taxes and other taxes assessed upon the consideration received by OWNER. Advertiser shall be in default under this Agreement if it fails to: (a) pay any sum due hereunder within five (5) days of the date such payment is required, and (b) comply with any non-monetary provision of this Agreement after five (5) days' notice from OWNER. OWNER shall have the option immediately upon such default to terminate this Agreement and require that Advertiser pay any and all sums due hereunder and the costs and expenses of removing Advertiser's advertisements, and OWNER shall have such other rights and remedies, in law or in equity, as are allowable under applicable law. ~~All costs and expenses, including attorney's fees and court costs, and costs for pursuing collection of monies due under this Agreement, that OWNER may incur in enforcing the terms and provisions of this Agreement shall be paid by Advertiser.~~

OWNER shall have the exclusive right over the location, size, content and manner of presentation of the advertisement. OWNER in its sole discretion shall have the right to remove, relocate, and/or to terminate this Agreement for any reason on five (5) days prior written notice to Advertiser at any time during the term of this Agreement. On any such termination, OWNER shall refund to Advertiser any unused portion of Advertiser's Total Advertising Cost and such shall be the only payment and/or remedy due to Advertiser as the result of such termination.

EXHIBIT "A"

Revised 4/29/2015

If agreed upon by the parties, Advertiser will use the production company selected by OWNER to produce the advertisement, and Advertiser shall be responsible for the costs thereof. Advertiser shall pay production costs to OWNER upon execution of this Agreement and any other Material and/or Production Cost incurred during the term to OWNER within five (5) days of receipt of an invoice from OWNER.

Advertiser represents and warrants to OWNER, the Shopping Center and any affiliates of same, that Advertiser ~~has the sole and exclusive rights to its name and/or logo~~ **has the permission to use the name and/or logo** that the Advertiser shall utilize in conjunction with the advertisements under this Agreement. Specifically, but without limitation, the Advertiser represents and warrants to OWNER, the Shopping Center and any affiliates of same, and directors, officers, employees and agents of any of OWNER, the Shopping Center and their affiliates that the use of the Advertiser's name and/or logo will not result in any trademark infringement or the violation of any exclusive use as relates to Advertiser's name and/or logo. In the event a third party may bring an action for trademark infringement or the violation of exclusive use as relates to the Advertiser's name, logo or other designation, ~~Advertiser agrees that it shall indemnify and hold harmless OWNER, the Shopping Center and any affiliates of same and their directors, officers, employees and agents and that~~ Advertiser shall be solely responsible to such third party and ~~that~~ Advertiser, in the event such action by such third party shall be successful or a settlement of such action may be effected, ~~that~~ Advertiser shall be responsible for removing any logo or designation that may be required to be removed and replaced as the result of such action or settlement and all costs or expenses of such removal and replacement. This Agreement shall be subject to the rights and privileges of any tenant or occupant of the Shopping Center. This Agreement and the application and interpretation hereof shall be governed exclusively by the terms hereof and in the event of any conflict, by the laws of the State where the Property is located. All parties have contributed to the negotiation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of _____, _____.

Advertiser: Southeast Texas Auto Theft Task Force
DBA: Southeast Texas Auto Theft Task Force

By: _____

Name: _____

Title: _____
(if applicable)

Date: _____

OWNER: PARKDALE MALL CMBS, LLC, a Delaware limited liability company
By: CBL & Associates Management, Inc., its managing agent

By: _____

Name: Norma Garza

Title: _____

Date: _____

F

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: October 11, 2016

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with The Dow Chemical Company.

BACKGROUND
Industrial District Contracts enable the City to collect payments in lieu of taxes from industries located outside the city limits but within the extra territorial jurisdiction of the city.

The Dow Chemical Company purchased the improvements on the E.I. Dupont site. The new contract is effective January 1, 2017. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2017 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2017 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2016 or $0.69 per $100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE
The estimated FY 2017 payment is $181,000.

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 Industrial District Agreement with The Dow Chemical Company. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

This Agreement is made under the authority of Section 42.044 of the Texas Local Government Code.

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "CITY," and The Dow Chemical Company, its parent, subsidiaries and affiliates, hereinafter called "COMPANY."

PREAMBLE

WHEREAS, Company owns and leases land and improvements which are a part of the manufacturing, industrial, and refining facilities of said Company. The City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of the City, such industrial district being known as the City of Beaumont Industrial District.

WHEREAS, the Company recognizes the benefits of this Agreement and is willing to contribute to the revenue needs of said City in an amount commensurate with the burdens placed upon the City and benefits derived by the Company by reason of being located immediately adjacent to said City.

WHEREAS, the Company and the City desire to base the industrial district payment on assessed value to ensure equity among the companies.

In view of the above and foregoing reasons, and in consideration of the mutual agreements herein contained, Company and City hereby agree as follows:

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EXHIBIT "A"

ARTICLE I

COMPANY'S PAYMENT

Annual Payment on Company's Property

1. Commencing with the calendar year 2017 and each calendar year thereafter for the duration of this Agreement, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities and property, real, personal, and mixed located on Company's land covered by this contract. (Herein "the properties")

2. By the term "Assessed Value" is meant the 100% valuation of the Company's, properties, as determined by the Jefferson County Appraisal District for the previous tax year.

3. The term "assumed City taxes due" shall be calculated by the following formula:

Assumed City Taxes Due:

Assessed Value / 100 X Current City Tax Rate = Assumed City Tax Due

4. Payment Procedures

The procedures for determining and making such payments shall be as follows:

(a) The payment for 2017 shall be due and payable on or before February 1, 2017, and calculated as follows: Assumed City Taxes Due:

Assessed Value / 100 X Current City Tax Rate = Assumed City Taxes Due
Year 1 = 80% of Assumed City Taxes Due

DOW CONFIDENTIAL - Do not share without permission

Each October thereafter, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2016, the 2016 assessed values shall be used for the February 1, 2017 payment.

If the assessed values for the period required are in question and/or under litigation with the Jefferson County Appraisal District, payment shall be computed on the most recent certified values from the Jefferson County Appraisal District. The Company shall notify the City following resolution of the appraised value question and an adjustment for the payment, without interest, will be made within thirty (30) days following such resolution.

(b) After the assessed value of the Company's properties has been determined, the payments due hereunder shall be calculated in accordance with the following schedule:

The 2017 - 2018 payments shall be 80% of assumed City taxes due,

In no case would the Company ever pay more than would be due if the subject properties were annexed and paying taxes based on 100% of the value for being in the city limits at the City tax rate.

(c) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay to City the amount billed on or before February 1 each year. Upon receiving the final payment, the Finance Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad

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valorem taxes. Further, if payment is not received within 30 days of the due date, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured for the year in which the payment was not timely made and paid to the City within 30 days of any such event after notice by the City as set out herein that the payment is delinquent.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

This instrument will reflect the intention of the parties hereto that this instrument shall govern and affect the properties of Company (facilities, real, personal, and mixed) located on Company's real property as shown on the records of the Jefferson County Appraisal District, which are within the extra-territorial jurisdiction of the City of Beaumont. A separate tax parcel shall be assigned for the ground lease and improvements.

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale or other transfer of any or all of Company's facilities to any other person or entity. Upon such notice, said property shall be removed from this Agreement effective as of the sale or transfer date.

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ARTICLE IV

CITY'S OBLIGATIONS

1. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of lands or facilities or properties of said Company covered by this Agreement for the period of the agreement except as follows:

(a) If the City determines that annexation of all or any part of the properties covered by this Agreement belonging to said Company is reasonably necessary to promote and protect the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with State law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if annexation becomes effective after January 1st of said year.

(b) In the event any municipality other than the City attempts to annex separately or in the event the creation of any new municipality shall be attempted so as to include within its limits any land which is the subject matter of this Agreement, City shall seek immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all cost of such action being borne by the City.

2. The City further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control

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the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs. The City will also provide police protection if called upon by the Jefferson County Sheriff's Department for assistance.

ARTICLE V

TERMINATION OF BREACH

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the parties and that, therefore, in addition to any action at law for damages which either party may have, Company shall be entitled to enjoin the enactment or enforcement of any ordinance or charter amendment in violation of, or in conflict with, the terms of this Agreement and shall be entitled to obtain such other equitable relief, including specific performance of the Agreement, as is necessary to enforce its rights. It is further agreed that should this Agreement be breached by Company, the City shall be entitled, in addition to any action at law for damages, to obtain specific performance of this Agreement and such other equitable relief necessary to enforce its rights.

DOW CONFIDENTIAL - Do not share without permission

ARTICLE VI

AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "affiliates" and to any properties owned or acquired by said affiliates within the area owned by Company, and where reference is made herein to land, property and improvements owned by Company that shall also include land, property and improvements owned by its affiliates. The word "affiliates" as used herein shall mean all companies with respect to which Company directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise the control over fifty percent (50%) or more of the stock having the right to vote for the election of directors.

ARTICLE VII

ASSIGNMENT

Company may assign this Agreement to any entity succeeding to the ownership of its properties covered by this Agreement after providing written notice to the City.

It is specifically agreed by the City that the covenants, promises, and guarantees of the City made to Company in this agreement extend to its respective successors and assigns and to all of the manufacturing facilities/lands included within the area described throughout the entire term of this Agreement notwithstanding the fact that the legal title to such lands or properties may pass, in whole or in part, to successors or assigns during the term of this agreement.

DOW CONFIDENTIAL - Do not share without permission

ARTICLE VIII

TERM OF AGREEMENT

The term of this Agreement shall be for six (6) years, commencing January 1, 2017, and ending on December 31, 2022.

ARTICLE IX

NOTICES

Any notice provided for in this Contract, or which may otherwise be required by law shall be given in writing to the parties hereto by Certified Mail addressed as follows:

TO CITY	TO COMPANY
City Manager City of Beaumont P. O. Box 3827 Beaumont, Texas 77704	The Dow Chemical Company David Ngo, Tax Manager 332 SH 332E Lake Jackson, TX 77566

ARTICLE X

CONTINUATION

If this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not affect the right of City to any payment made or accruing to City hereunder prior to such adjudication, and this provision is intended to be an independent and separable provision not to be affected by such adjudication.

DOW CONFIDENTIAL - Do not share without permission

IN WITNESS THEREOF, this Agreement, consisting of 10 pages, is executed in duplicate counterparts as of this _____ day of _____, 2016.

CITY OF BEAUMONT, TEXAS

By: _____

Kyle Hayes
City Manager

ATTEST:

_____

Tina Broussard
City Clerk

DOW CHEMICAL COMPANY

By: _____

ATTEST:

_____

DOW CONFIDENTIAL - Do not share without permission

G

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Lenny Caballero, Director of Event Facilities
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution approving an amendment to the Ticketmaster, L.L.C. Licensed User Agreement used by the Event Facilities Department.

BACKGROUND
Ticketmaster and the City of Beaumont entered into a Licensed User Agreement on February 10, 2009 for the purpose of selling tickets to the public for events held at City facilities. The proposed amendment reduces the amount of fees assessed by Ticketmaster on each ticket purchased by the public. A fee schedule is attached for your review.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of the resolution.

Ticketmaster Fees / City of Beaumont

Ticket Face Value	2009 Contract	2016 Amendment (Proposal)
Under $15.00	$5.75	$2.25
$15.00 to $24.99		$3.25
$15.00 to $49.99	$7.75	
$25.00 and Above		$5.25
$50.00 and Above	$9.00	

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 Amendment to Licensed User Agreement between the City of Beaumont and Ticketmaster, L.L.C. for the purpose of reducing the amount of fees assessed by Ticketmaster on each ticket purchased by the public for events held at City facilities. The Amendment to Licensed User Agreement is 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 11th day of October, 2016.

_____

- Mayor Becky Ames -

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into as of July __, 2016, by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster") and The City of Beaumont, a municipal corporation of the State of Texas ("Principal"), with reference to the following facts:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of February 10, 2009, and effective as of October 1, 2006 ("Licensed User Agreement").

B. Ticketmaster and Principal hereby desire to extend the Term of the Licensed User Agreement, which is currently scheduled to expire on September 30, 2017 for a period of five (5) years, and to amend the Licensed User Agreement in certain other respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the date set forth above, as follows:

1. **Defined Term(s)**. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Licensed User Agreement.

2. **Extension of Term**. The Term of the Licensed User Agreement, as modified by this Amendment, is extended and shall expire on September 30, 2022. Thereafter, the Term of the Licensed User Agreement shall automatically be renewed for successive two (2) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the then-current renewal period, of its intention not to renew the Licensed User Agreement. Each twelve (12) month period commencing on October 1 and continuing through the following September 30 shall be a "Contract Year" as such term is used herein.

3. **Compensation**. Section 3 (Compensation) of the Licensed User Agreement is deleted in its entirety and replaced with the following:

"3. **COMPENSATION**:

(a) **Ticketmaster Charges and Fees**: In consideration for Ticketmaster's services provided hereunder, Ticketmaster shall be entitled to assess and receive charges and fees in the amounts set forth on Exhibit C, all of which charges and fees shall be assessed against consumers, except for Inside Charges which shall be assessed against Principal. In the event applicable law prohibits the assessment of such fees against consumers, Ticketmaster and Principal shall agree on alternative means for compensating Ticketmaster for its services in amounts reasonably comparable to those set forth in this Agreement, and as permitted by applicable law. Notwithstanding the above, charges and fees with respect to any Attractions presented by Feld Entertainment (including, without limitation, Disney on Ice, Circus, and Motor Sports) ("Feld Attractions") at the Facility shall be determined pursuant to a separate national agreement between Ticketmaster and Feld Entertainment.

(b) **Payment Processing Fees**:

(i) Sales by Ticketmaster via Telephone Sales and Internet Sales: With respect to Tickets purchased with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing

Fees") shall be passed on to Principal at the rates set forth on Exhibit C, which percentage rates shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at Principal's option, upon notice to Ticketmaster, the Convenience Charge may be adjusted to include such Payment Processing Fees; provided, that the Convenience Charge will be rounded up to the nearest $0.05. Notwithstanding the above, with respect to any Feld Attractions, Principal agrees that Principal shall be obligated to pay for the Payment Processing Fees for Tickets to Feld Attractions, or shall obtain the agreement of Feld Entertainment to adjust the fees payable for such Feld Attractions to include the amount of such Payment Processing Fees; in any such event Ticketmaster shall not be obligated to absorb the Payment Processing Fees with respect to the Face Value of Tickets to any Feld Attractions.

(ii) Sales at Outlets: With respect to all purchases at Outlets, Payment Processing Fees shall be passed on to the Ticket purchaser at the rate set forth on Exhibit A by increasing the applicable Convenience Charge set forth on Exhibit C by the amount of such Payment Processing Fees; provided, that the Convenience Charge will be rounded up to the nearest $0.05.

(iii) Principal Sales Using TM Charge: In connection with Principal's sales of Tickets utilizing electronic payments and authorized via TM Charge using either Visa or MasterCard, Ticketmaster's credit card processor ("Processor") shall deduct the merchant fees in an amount set forth on Exhibit C for transactions processed on a daily basis. The fees charged to Principal for use of TM Charge are subject to automatic increases equal to any actual increases in Ticketmaster's Processor fees. Principal shall also be responsible for any and all other amounts charged to Ticketmaster (if any) by a Processor for processing Principal's transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that Principal desires to process any credit or debit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by Principal and such credit card companies, and Principal shall enter into its own merchant agreement with such credit card companies.

(iv) Use and Operation of TM Charge: Ticketmaster shall transmit data relating to Ticket sales made by Principal using TM Charge to Ticketmaster's credit card processor, provided Ticketmaster has received Principal's merchant number(s) and other necessary information for Ticketmaster to use for the transmission of sales data. Principal shall be responsible for promptly notifying Ticketmaster and Processor, if applicable, of any changes to the information provided pursuant to this Section. Processor will then transmit such data to the applicable credit card company for payment to Principal, subject to Principal having entered into the applicable Principal Processor Agreements (as further described below). Ticketmaster shall use its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. Principal shall comply with all applicable credit card association or company guidelines (e.g. swiping all retail transactions and using customer address information for all non-face-to-face transactions). Ticketmaster shall provide Principal with daily transaction reports regarding authorized and settled transactions. Principal shall review, on a regular basis, all reports provided to Principal by Ticketmaster. Principal also agrees that, for operational and monitoring purposes, the Processor may provide Ticketmaster with processing and settlement reports related to sales of Tickets using TM Charge.

(v) Effect of Termination of Ticketmaster's Processor Agreement: Ticketmaster has entered into an agreement with the Processor (the "Processor Agreement"), and Principal has entered into an agreement with such Processor (the "Principal Processor

Agreement"). The Principal Processor Agreement shall provide that if the related Processor Agreement expires or terminates, then the Principal Processor Agreement shall also expire or terminate without any early termination penalties or charges. In order to facilitate streamlined credit card authorization processing for Ticketmaster and its clients, Ticketmaster continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Ticketmaster elects to use a different Processor, Principal shall enter into an agreement with such new Processor if Principal desires to continue utilizing TM Charge, it being acknowledged and agreed by Principal, however, that use of certain Software (e.g., AccountManager) may require utilization of TM Charge.

(c) **Season Tickets Account Storage**: Ticketmaster shall provide Principal with account storage and maintenance services on the TM System with respect to Group Sales and Season/Contract Tickets sold by Principal at the Facility Box Office at the rate of $3.00 per account for each Contract Year. Such account storage fees shall be payable on or around December 1 of each Contract Year for so long as such account is maintained on the TM System during the Term hereof."

4. **Additional Hardware**. Exhibit B of the Licensed User Agreement shall be amended to include the following additional equipment to supplement, upgrade or otherwise replace certain existing Hardware, at no additional cost to Principal:

Quantity	Description
6	Point of Sales Kits (Wyse Thin Client, Keyboard w/ CC Swipe, Monitor)
6	Boca Printers
1	Cisco Router/Modem
2	Switches
1	AccessManager Server
12	Janam XM66 Scanner Kits (Scanner, Spare Battery, Charger)
1	Access Point
1	Power Supply

Such Additional Hardware shall be deemed Hardware as described in the Licensed User Agreement and shall be subject to the terms and conditions with respect to all Hardware as set forth in the Licensed User Agreement.

5. **Charges and Fees**. A new Exhibit C attached hereto is hereby added to the Licensed User Agreement.

6. **TM+**. Ticketmaster shall enable its proprietary, integrated primary and secondary market ticket inventory platform and technology on the TM.com Website, which platform and technology shall enable consumers searching for Tickets to an Attraction to simultaneously view Tickets available for initial sale directly by Principal pursuant to this Agreement, in addition to

Tickets available for resale from other consumers (collectively, "TM+"), in accordance with the terms and conditions set forth on Exhibit D attached hereto.

7. **Conflicting Terms**. In the event a conflict arises between this Amendment and the terms and conditions of the Licensed User Agreement the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Licensed User Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C., a Virginia limited liability company	THE CITY OF BEAUMONT, a municipal corporation of the State of Texas
By:_____	By:_____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT C

COMPENSATION

1. **Charges and Fees**.

(a) **Convenience Charge (Per Ticket) and Processing Fee (Per Order)**:The per Ticket Convenience Charges and per order Processing Fees shall be determined and (subject to the terms set forth herein) retained by Principal during the Term of this Agreement; provided, however, in the event the per Ticket Convenience Charges in any single transaction exceeds the amount of $11.00 per Ticket (the "Standard Fee Cap"), then Principal and Ticketmaster shall each retain fifty percent (50%) of any amount of such aggregate fees for such transaction in excess of the Standard Fee Cap; and provided, further, in the event any per Ticket fee or per order fee in any single transaction is less than the applicable Inside Charge due Ticketmaster as set forth in subsection (b) following, Ticketmaster reserves the right to invoice Principal for the amount of such Inside Charge, or to setoff such amount against any funds held by Ticketmaster on account of Principal.

(b) **Inside Charges**:

Type of Ticket	**Per Ticket Inside Charge**	**Per Order Inside Charge (excluding Outlets, if any)**
For Tickets sold via the Facility Box Office	$0.00 per Ticket	$0.00 per order
For all other Tickets (excluding complimentary Tickets) sold via Internet Sales, Telephone Sales and Outlets with a Face Value of:		
$0.01 to $14.99	$2.25 per Ticket	$5.00 per order
$15.00 to $24.99	$3.25 per Ticket	$5.00 per order
$25.00 and above	$5.25 per Ticket	$5.00 per order

The Inside Charges set forth above (excluding Tickets sold via the Facility Box Office) shall be subject to automatic increase on October 1, 2017, and on the first day of each Contract Year thereafter during the Term in the amount of $0.25 per Ticket or per order, as applicable.

(b) **Mail Fee**. Ticketmaster shall be entitled to assess and receive a fee in the amount of $2.25 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee"). The Mail Fee is subject to automatic increase equal to any increases (rounded up to the nearest $0.05) to the postal rates. Principal may elect to increase the Mail Fee by an additional amount not to exceed $2.25 per order, and Principal shall retain the entirety of such additional amount for each Mail Fee received (and not refunded) by Ticketmaster, less applicable taxes or Payment Processing Fees (calculated at the same rate for credit card transactions as set forth below) on such additional amount.

2. **Payment Processing Fees**:

Type of Sale	**Percentage Rate**
Telephone Sales and Internet Sales	2.95% of Face Value of Tickets plus any fees added to the Face Value

Outlet Sales (if any)	2.63% of Face Value of Tickets plus any fees added to the Face Value
Principal Sales using TM Charge	2.95% of Face Value of Tickets plus any fees added to the Face Value

Any percentage rates set forth above are subject to automatic increase due to increases in the interbank rates imposed on Ticketmaster.

EXHIBIT D

TM+ TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein have the meaning assigned to such terms in the Licensed User Agreement, and the terms "TM System" and "Software" as used in the Licensed User Agreement shall be deemed to incorporate TM+.

2. Ticketmaster shall enable TM+ for all Attractions, subject to available restrictions established by Principal including timing of activation or price floors and caps on any secondary market ticket inventory available through TM+, in accordance with the settlement terms set forth in this Exhibit D below.

TM+ Settlement Terms

- For any primary market ticket inventory sold through TM+, Ticketmaster shall continue to sell such tickets and settle the proceeds of such sales with Principal in accordance with the terms and conditions for such transactions as set forth in the Agreement.

- For any secondary market ticket inventory sold through TM+, Ticketmaster shall assess its standard fees against the buyers and sellers of such tickets in amounts as determined by Ticketmaster, which amounts currently include: (i) a seller fee generally in an amount up to twelve percent (12%) of the ticket posting price (i.e., the price set by the seller upon posting such ticket for sale), and (ii) a buyer fee generally in an amount up to seventeen and five-tenths percent (17.5%) of the ticket listing price (i.e., the posting price plus the seller fee), with a $5.00 minimum.

    - Principal shall be entitled to receive from Ticketmaster ten percent (10%) of the Net Resale Fees collected (and not refunded or subject to chargeback) by Ticketmaster on account of Principal's secondary market ticket sales through TM+ (the "TM+ Revenue Share").

    - For purposes of this Exhibit D, "Net Resale Fees" shall be defined as the gross amount collected from the new purchaser of a secondary market inventory ticket via TM+ less (i) the proceeds paid to the ticket seller, (ii) an amount equal to 3.5% of the gross amount collected from the new purchaser (to cover credit card processing fees), and (iii) any applicable sales, admission or similar tax.

    - The TM+ Revenue Share will be paid to Principal on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30th) day of the month following each calendar quarter. In the event that any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to Principal becomes a Cancelled Attraction, Principal shall promptly repay to Ticketmaster the amount of such TM+ Revenue Share payments in respect of such Cancelled Attraction.

    - Each settlement relating to the TM+ Revenue Share pursuant to this Exhibit D shall be accompanied by a report of the applicable transactions during such settlement period.

H

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to terminate the interim lease agreement with the Beaumont Yacht Club, Inc.

BACKGROUND
On February 2, 2016, the City Council approved an interim month to month lease with the Beaumont Yacht Club for an amount of $2,500 per month. The City has been in negotiations for the sale of the marina facilities. As a result it has become necessary that the management arrangement and lease agreement executed on February 3, 2016, be terminated.

In accordance with the termination clause in the interim lease agreement, the City will provide the requisite thirty (30) day written notice.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of the resolution.

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	February 2, 2016
REQUESTED ACTION:	Council consider a resolution approving a lease agreement with the Beaumont Yacht Club, Inc.

BACKGROUND
The City of Beaumont and the Beaumont Yacht Club, Inc., entered into a lease agreement in March 1987 and then a second agreement in October 1998, which expired September 30, 2015. The City is currently having the property appraised to determine its value and establish the amount of rent payments for a long-term lease.

In the interim, the City has proposed a month to month lease agreement with a monthly payment of $2,500. In accordance with the agreement, the Yacht Club will make payments for October, November and December of 2015 as well as for January, February and each month going forward in 2016.

FUNDING SOURCE
Lease payments are revenue to the General Fund.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

WHEREAS, the City of Beaumont and the Beaumont Yacht Club, Inc. entered into a lease agreement in March 1987 and then a second agreement in October 1998, which expired September 30, 2015; and,

WHEREAS, the City is currently having the property appraised to determine its value and establish the amount of rent payments for a long-term lease; and,

WHEREAS, in the interim, the City proposed a month-to-month lease agreement for a monthly lease payment of $2,500; and,

WHEREAS, Beaumont Yacht Club will make payments for the months of October, November and December 2015 as well as January and February 2016 and each month going forward in 2016 until such time as a long term lease is executed;

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 a Lease Agreement, substantially in the form attached hereto as Exhibit "A," between the City of Beaumont and Beaumont Yacht Club, Inc. for a monthly lease payment of $2,500; and,

BE IT FURTHER RESOLVED THAT Beaumont Yacht Club will make payments for the months of October, November and December 2015 as well as January and February 2016 and each month going forward in 2016 until such time as a long term lease is executed.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

_____

- Mayor Becky Ames -

RESOLUTION NO.

WHEREAS, on February 2, 2016, the Beaumont City Council adopted Resolution No. 16-015 authorizing the City Manager to execute a Lease Agreement between the City of Beaumont and Beaumont Yacht Club, Inc. for a monthly lease payment of $2,500.00; and,

WHEREAS, the City has been in negotiations for the sale of the marina facilities and it has become necessary that the management arrangement and Lease Agreement executed on February 3, 2016, be terminated; and,

WHEREAS, the Council is of the opinion that it is in the best interest of the citizens of the City of Beaumont to terminate the Lease Agreement with Beaumont Yacht Club, Inc.;

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 Lease Agreement with Beaumont Yacht Club, Inc., for marina facilities is hereby terminated.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 11, 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 1-3/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to award a bid to Brystar Contracting, Inc. for the Construction of Northwest Parkway (From Major Drive to Parkdale Mall Loop) Project Bid No. PW0516-13

2. Consider a resolution authorizing the Second Amendment to the Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN) for Phase Three of the Master Drainage Plan

3. Consider an ordinance amending Section 22.05.211(c) of the Code of Ordinances by making changes to the City's recycling service

COMMENTS

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

EXECUTIVE SESSION

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

  125 Magnolia (Warehouse located across from the Skate Park)

* Consider matters related to employment, evaluation and duties of a public officer or employee in accordance with Section 551.074 of the Government Code, to wit:

  City Clerk – Tina Broussard

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

October 11, 2016

Consider a resolution authorizing the City Manager to award a bid to Brystar Contracting, Inc. for the Construction of Northwest Parkway (From Major Drive to Parkdale Mall Loop) Project Bid No. PW0516-13

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, Public Works Director

MEETING DATE: October 11, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to award a bid to Brystar Contracting, Inc. of Beaumont, Texas in the amount of $13,445,330.23 for the Construction of Northwest Parkway (From Major Drive to Parkdale Mall Loop) Project Bid No. PW0516-13.

BACKGROUND

Northwest Parkway will connect Parkdale Mall with Major Drive, Folsom Drive and Old Dowlen Road. The connection with Major Drive will be through Homsar Boulevard and the connection with Folsom Drive will be through Pointe Parkway. The new four (4) lane roadway will relieve traffic congestion on Dowlen Road by providing alternate routes to the City's major thoroughfares.

On September 22, 2016, five (5) formal bids were received. The bid totals are shown in the table below with the unit cost tabulation attached.

Contractor	Location	Bid
MK Constructors	Vidor, Texas	$12,109,789.38
Brystar Contracting, Inc.	Beaumont, Texas	$13,445,330.23
APAC	Beaumont, Texas	$14,709,201.06
ALLCO	Beaumont, Texas	$14,762,879.42
L&L General Contractors	Beaumont, Texas	$16,102,090.53

The City's engineering consultant, Chica & Associates, Inc., recommends award to Brystar Contracting, Inc., of Beaumont, Texas. The apparent low bidder, MK Constructors of Vidor, Texas did not supply adequate credentials showing a sufficient level of experience of completed projects comparable to the Northwest Parkway project. Public Works Engineering is in agreement with the consultant's recommendation.

Brystar Contracting, Inc., has committed a registered Minority Business Enterprise (MBE) contractor participation in the amount of $2,165,000. A total of 540 calendar days is allocated in the completion of the project.

FUNDING SOURCE
The project will be paid for from Oil and Gas Revenues and the Capital Program.

RECOMMENDATION
Approval of resolution.

Chica & Associates, Inc.
Consulting Engineers

September 28, 2016

City of Beaumont
Zheng Tan
City Engineer
801 Main Street, Suite 210
Beaumont, TX 77701

Re: Northwest Parkway Bidder Recommendation (PW0516-13)

Mr. Tan,

Upon review of the two (2) lowest bidders for the Northwest Parkway Project, it is our recommendation that Brystar Contracting Inc. be awarded the contract.

We feel MK Constructors, Inc. is not capable of completing a project of this magnitude primarily do the fact that they did not supply adequate credentials showing a sufficient level of experience of comparable jobs completed since their inception.

This decision is made upon the following criteria:

1. The initial list of project history provided included two streets (9th Street and 12th Street) that are not similar in size or complexity to that of the Northwest Parkway project.
    a. These projects are in no way comparable to what the Northwest Parkway project encompasses.
        i. Utilities, Drainage, Signals, Concrete Roadway, Etc.

2. The additional information requested by the City (for additional projects and clarifications) were met with projects that were not performed by MK Constructors.
        i. MK Constructors was not awarded and did not perform work on the TxDOT projects provided in the list. These projects were a list of past projects that current employees took part in while employed at a previous employer. These projects do not substantiate MK Constructors experience or capability to perform the Northwest Parkway project.

3. MK Constructors, Inc. has only been in business for 5 years.
    a. Although they meet the 5-year minimum requirement, the other bidders are more established.

Upon reviewing Brystar's credentials, it is our recommendation to utilize this company due to the following reasons:

1. Brystar's Bid was the lowest once we deemed MK Constructors bid to be insufficient.

2. Brystar Contracting, Inc. has performed numerous projects comparable to Northwest Parkway including:
    a. Washington (Phase 1), 7th Street, Madison Avenue, 23rd Street, Avenue A, Delaware Extension, and Folsom Extension.
        i. All of these projects have been/are being completed for the City of Beaumont.
            1. They have a great working relationship with the City of Beaumont.

Please keep in mind, this is merely a recommendation. The final selection is 100% the responsibility of the City and as that we respect this authority.

Thank you,

Robert Balfour

Robert Balfour, P.E. 70703
Chica and Associates, Inc.
505 Orleans Street, Suite 106
Beaumont, Texas, 77701

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the construction of Northwest Parkway Project (from Major Drive to Parkdale Mall Loop); and,

WHEREAS, Brystar Contracting, Inc., of Beaumont, Texas, submitted a bid in the amount of $13,445,330.23 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, MK Constructors, of Vidor, Texas, submitted the lowest bid in the amount of $12,109,789.38 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, the bid submitted by MK Constructors, of Vidor, Texas, did not supply adequate credentials showing a sufficient level of experience of completed projects comparable to the Northwest Parkway Project; and,

WHEREAS, it is the recommendation of the City's Engineering Consultant, Chica & Associates, Inc., and the Public Works Engineering Department that the bid be awarded to Brystar Contracting, Inc., of Beaumont, Texas; and,

WHEREAS, City Council is of the opinion that it is in the best interest of the City that the bid submitted by Brystar Contracting, Inc., of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the bid submitted by Brystar Contracting, Inc., of Beaumont, Texas, in the amount of $13,445.330.23 for a contract for the Northwest Parkway Project (from Major Drive to Parkdale Mall Loop) 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 Brystar Contracting, Inc., of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Item Code	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
100	2002	PREPARING ROW	103.8	STA	$ 560.00	$ 58,128.00	$ 3,000.00	$ 311,400.00	$ 4,300.00	$ 446,340.00	$ 2,150.00	$ 223,170.00	$ 516.59	$ 53,621.55
104	2009	REMOVING CONC (RIPRAP)	364	SY	$ 16.00	$ 5,824.00	$ 10.00	$ 3,640.00	$ 8.25	$ 3,003.00	$ 15.00	$ 5,460.00	$ 8.03	$ 2,924.08
104	2015	REMOVING CONC (SIDEWALKS)	197	SY	$ 14.00	$ 2,758.00	$ 7.00	$ 1,379.00	$ 7.50	$ 1,477.50	$ 7.00	$ 1,379.00	$ 8.17	$ 1,608.74
104	2022	REMOVING CONC (CURB AND GUTTER)	329	LF	$ 14.00	$ 4,606.00	$ 6.00	$ 1,974.00	$ 12.50	$ 4,112.50	$ 18.00	$ 5,922.00	$ 29.26	$ 9,626.54
110	2001	EXCAVATION (ROADWAY)	47763	CY	$ 7.50	$ 358,222.50	$ 10.00	$ 477,630.00	$ 10.99	$ 524,915.37	$ 15.00	$ 716,445.00	$ 13.99	$ 668,280.79
110	2002	EXCAVATION (CHANNEL)	20740	CY	$ 8.00	$ 165,920.00	$ 10.00	$ 207,400.00	$ 13.00	$ 269,620.00	$ 11.00	$ 228,140.00	$ 20.80	$ 431,416.89
132	2002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	7628	CY	$ 10.00	$ 76,280.00	$ 19.00	$ 144,932.00	$ 19.00	$ 144,932.00	$ 30.00	$ 228,840.00	$ 12.64	$ 96,379.78
162	2002	BLOCK SODDING	6396	SY	$ 4.50	$ 28,782.00	$ 3.50	$ 22,386.00	$ 4.10	$ 26,223.60	$ 6.50	$ 41,574.00	$ 5.32	$ 34,026.72
164	2003	BROADCAST SEED (PERM) (RURAL) (CLAY)	57581	SY	$ 0.15	$ 8,637.15	$ 0.10	$ 5,758.10	$ 0.12	$ 6,909.72	$ 0.34	$ 19,577.54	$ 0.16	$ 9,189.93
164	2009	BROADCAST SEED (TEMP) (WARM)	14395	SY	$ 0.15	$ 2,159.25	$ 0.10	$ 1,439.50	$ 0.12	$ 1,727.40	$ 0.34	$ 4,894.30	$ 0.16	$ 2,297.44
164	2011	BROADCAST SEED (TEMP) (COOL)	14395	SY	$ 0.15	$ 2,159.25	$ 0.10	$ 1,439.50	$ 0.12	$ 1,727.40	$ 0.34	$ 4,894.30	$ 0.16	$ 2,297.44
164	2024	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	4	AC	$ 1,400.00	$ 5,600.00	$ 1,700.00	$ 6,800.00	$ 1,220.00	$ 4,880.00	$ 1,700.00	$ 6,800.00	$ 1,596.00	$ 6,384.00
168	2001	VEGETATIVE WATERING	703	MG	$ 11.00	$ 7,733.00	$ 52.00	$ 36,556.00	$ 18.00	$ 12,654.00	$ 66.00	$ 46,398.00	$ 46.55	$ 32,724.65
260	2006	LIME TRT (EXST MATL) (6")	70979	SY	$ 3.00	$ 212,937.00	$ 3.50	$ 248,426.50	$ 2.75	$ 195,192.25	$ 6.00	$ 425,874.00	$ 5.59	$ 396,488.69
260	2043	LIME (HYD, COM OR QK)(SLURRY)	1149.7	TON	$ 194.00	$ 223,041.80	$ 190.00	$ 218,443.00	$ 195.00	$ 224,191.50	$ 175.00	$ 201,197.50	$ 256.03	$ 294,351.94
276	2170	CEM TRT(PLNT MX) (CL L)(TY A)(GR 2)(6")	67595	SY	$ 12.00	$ 811,140.00	$ 16.00	$ 1,081,520.00	$ 15.00	$ 1,013,925.00	$ 20.00	$ 1,351,900.00	$ 19.66	$ 1,328,741.95
276	2170	CEM TRT(PLNT MX) (CL L)(TY A)(GR 2)(12")	502	SY	$ 30.00	$ 15,060.00	$ 35.00	$ 17,570.00	$ 40.50	$ 20,331.00	$ 56.00	$ 28,112.00	$ 73.75	$ 37,021.75
340	2104	D-GR HMA(METH) TY-D SAC-B PG64-22	3780	TON	$ 120.00	$ 453,600.00	$ 120.00	$ 453,600.00	$ 85.00	$ 321,300.00	$ 121.00	$ 457,380.00	$ 146.30	$ 553,014.00
360	2018	CURB (TYPE II)	36511	LF	$ 4.00	$ 146,044.00	$ 3.70	$ 135,090.70	$ 10.00	$ 365,110.00	$ 4.00	$ 146,044.00	$ 4.63	$ 168,987.51
360	2026	CONC PAV (JOINT REINF)(10")	64587	SY	$ 54.00	$ 3,487,698.00	$ 59.00	$ 3,810,633.00	$ 51.50	$ 3,326,230.50	$ 56.00	$ 3,616,872.00	$ 62.91	$ 4,063,103.58
360	****	CURB (TYPE B)	751	LF	$ 6.00	$ 4,506.00	$ 8.50	$ 6,383.50	$ 22.00	$ 16,522.00	$ 15.00	$ 11,265.00	$ 33.25	$ 24,970.75
400	2001	STRUCT EXCAV	16271	CY	$ 8.00	$ 130,168.00	$ 3.00	$ 48,813.00	$ 5.45	$ 88,676.95	$ 0.01	$ 162.71	$ 6.16	$ 100,195.19
400	2005	CEM STABIL BKFL	7633.4	CY	$ 55.00	$ 419,837.00	$ 42.00	$ 320,602.80	$ 46.50	$ 354,953.10	$ 57.00	$ 435,103.80	$ 52.67	$ 402,035.91
402	2001	TRENCH EXCAVATION PROTECTION	7024	LF	$ 1.00	$ 7,024.00	$ 3.00	$ 21,072.00	$ 9.10	$ 63,918.40	$ 0.01	$ 70.24	$ 1.33	$ 9,341.92
416	2002	DRILL SHAFT (24 IN)	424	LF	$ 166.00	$ 70,384.00	$ 110.00	$ 46,640.00	$ 355.00	$ 150,520.00	$ 255.00	$ 108,120.00	$ 332.50	$ 140,980.00
416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	235	LF	$ 211.00	$ 49,585.00	$ 560.00	$ 131,600.00	$ 570.00	$ 133,950.00	$ 307.00	$ 72,145.00	$ 399.00	$ 93,765.00
432	2035	RIPRAP (CONC)(6 IN)	416.8	CY	$ 421.00	$ 175,472.80	$ 500.00	$ 208,400.00	$ 480.93	$ 200,451.62	$ 360.00	$ 150,048.00	$ 545.30	$ 227,281.04
462	2002	CONC BOX CULV (3 FT X 3 FT)	300	LF	$ 150.00	$ 45,000.00	$ 180.00	$ 54,000.00	$ 135.00	$ 40,500.00	$ 130.00	$ 39,000.00	$ 154.71	$ 46,411.68
462	2004	CONC BOX CULV (4 FT X 3 FT)	350	LF	$ 178.00	$ 62,300.00	$ 210.00	$ 73,500.00	$ 155.00	$ 54,250.00	$ 148.00	$ 51,800.00	$ 177.63	$ 62,172.18
462	2007	CONC BOX CULV (5 FT X 3 FT)	440	LF	$ 246.00	$ 108,240.00	$ 250.00	$ 110,000.00	$ 195.00	$ 85,800.00	$ 185.00	$ 81,400.00	$ 221.37	$ 97,400.69
462	2010	CONC BOX CULV (6 FT X 3 FT)	264	LF	$ 267.00	$ 70,488.00	$ 270.00	$ 71,280.00	$ 235.00	$ 62,040.00	$ 211.00	$ 55,704.00	$ 271.04	$ 71,554.74
462	2011	CONC BOX CULV (6 FT X 4 FT)	288	LF	$ 290.00	$ 83,520.00	$ 285.00	$ 82,080.00	$ 251.00	$ 72,288.00	$ 227.00	$ 65,376.00	$ 290.07	$ 83,541.02
462	2025	CONC BOX CULV (9 FT X 6 FT)	520	LF	$ 472.00	$ 245,440.00	$ 455.00	$ 236,600.00	$ 388.00	$ 201,760.00	$ 331.00	$ 172,120.00	$ 448.69	$ 233,318.18
462	2061	CONC BOX CULV (9 FT X 3 FT)	131	LF	$ 421.00	$ 55,151.00	$ 395.00	$ 51,745.00	$ 383.00	$ 50,173.00	$ 366.00	$ 47,946.00	$ 442.37	$ 57,950.64
464	2003	RC PIPE (CL III)(18 IN)	2322	LF	$ 48.00	$ 111,456.00	$ 45.00	$ 104,490.00	$ 42.00	$ 97,524.00	$ 51.00	$ 118,422.00	$ 48.36	$ 112,289.13
464	2005	RC PIPE (CL III)(24 IN)	2107	LF	$ 51.00	$ 107,457.00	$ 48.00	$ 101,136.00	$ 32.00	$ 67,424.00	$ 53.00	$ 111,671.00	$ 35.76	$ 75,354.12
464	2006	RC PIPE (CL III)(27 IN)	356	LF	$ 79.00	$ 28,124.00	$ 65.00	$ 23,140.00	$ 63.00	$ 22,428.00	$ 60.00	$ 21,360.00	$ 72.56	$ 25,833.07
464	2007	RC PIPE (CL III)(30 IN)	1869	LF	$ 79.00	$ 147,651.00	$ 65.00	$ 121,485.00	$ 63.50	$ 118,681.50	$ 67.00	$ 125,223.00	$ 72.56	$ 135,623.61
464	2009	RC PIPE (CL III)(36 IN)	1329	LF	$ 94.00	$ 124,926.00	$ 80.00	$ 106,320.00	$ 79.00	$ 104,991.00	$ 78.00	$ 103,662.00	$ 91.21	$ 121,219.95
464	2010	RC PIPE (CL III)(42 IN)	715	LF	$ 113.00	$ 80,795.00	$ 98.00	$ 70,070.00	$ 91.00	$ 65,065.00	$ 92.00	$ 65,780.00	$ 104.91	$ 75,010.94
464	2011	RC PIPE (CL III)(48 IN)	872	LF	$ 140.00	$ 122,080.00	$ 120.00	$ 104,640.00	$ 116.00	$ 101,152.00	$ 107.00	$ 93,304.00	$ 133.78	$ 116,660.26
464	2012	RC PIPE (CL III)(54 IN)	637	LF	$ 183.00	$ 116,571.00	$ 150.00	$ 95,550.00	$ 149.00	$ 94,913.00	$ 134.00	$ 85,358.00	$ 171.97	$ 109,544.25
464	2013	RC PIPE (CL III)(60 IN)	40	LF	$ 205.00	$ 8,200.00	$ 200.00	$ 8,000.00	$ 202.00	$ 8,080.00	$ 152.00	$ 6,080.00	$ 233.53	$ 9,341.39
465	2001	INLET (COMPL)(TY C)	69	EA	$ 4,144.00	$ 285,936.00	$ 3,900.00	$ 269,100.00	$ 6,075.00	$ 419,175.00	$ 4,190.00	$ 289,110.00	$ 7,022.40	$ 484,545.60
465	2002	INLET (COMPL)(TY E)	68	EA	$ 1,252.00	$ 85,136.00	$ 1,280.00	$ 87,040.00	$ 1,645.00	$ 111,860.00	$ 1,620.00	$ 110,160.00	$ 1,901.90	$ 129,329.20
465	2006	MANH (COMPL)(JUNCT BOX)(TY M)	10	EA	$ 6,339.00	$ 63,390.00	$ 4,800.00	$ 48,000.00	$ 11,008.00	$ 110,080.00	$ 5,163.00	$ 51,630.00	$ 12,728.10	$ 127,281.00
465	2081	INLET (COMPL)(GRATE)(TY 1)	14	EA	$ 3,063.00	$ 42,882.00	$ 2,700.00	$ 37,800.00	$ 3,165.00	$ 44,310.00	$ 3,000.00	$ 42,000.00	$ 3,657.50	$ 51,205.00
466	2049	WINGWALL (PW)(HW=5 FT)	4	EA	$ 18,100.00	$ 72,400.00	$ 16,000.00	$ 64,000.00	$ 34,600.00	$ 138,400.00	$ 21,340.00	$ 85,360.00	$ 39,900.00	$ 159,600.00
466	2050	WINGWALL (PW)(HW=6 FT)	2	EA	$ 22,500.00	$ 45,000.00	$ 20,000.00	$ 40,000.00	$ 40,300.00	$ 80,600.00	$ 25,720.00	$ 51,440.00	$ 46,550.00	$ 93,100.00
466	2052	WINGWALL (PW)(HW=8 FT)	2	EA	$ 34,900.00	$ 69,800.00	$ 32,000.00	$ 64,000.00	$ 50,700.00	$ 101,400.00	$ 42,372.00	$ 84,744.00	$ 58,520.00	$ 117,040.00
466	2129	HEADWALL (CH-PW-0)(DIA= 36 IN)	2	EA	$ 14,850.00	$ 29,700.00	$ 12,000.00	$ 24,000.00	$ 29,900.00	$ 59,800.00	$ 16,570.00	$ 33,140.00	$ 34,580.00	$ 69,160.00
466	2133	HEADWALL (CH-PW-0)(DIA= 60 IN)	1	EA	$ 24,237.00	$ 24,237.00	$ 23,000.00	$ 23,000.00	$ 50,700.00	$ 50,700.00	$ 28,680.00	$ 28,680.00	$ 58,520.00	$ 58,520.00
496	2004	REMOV STR (SET)	1	EA	$ 555.00	$ 555.00	$ 300.00	$ 300.00	$ 400.00	$ 400.00	$ 270.00	$ 270.00	$ 458.85	$ 458.85
496	2007	REMOV STR (PIPE)	329	LF	$ 25.00	$ 8,225.00	$ 8.00	$ 2,632.00	$ 6.50	$ 2,138.50	$ 6.00	$ 1,974.00	$ 7.32	$ 2,406.64
500	2001	MOBILIZATION	1	LS	$ 298,399.53	$ 298,399.53	$ 700,000.00	$ 700,000.00	$ 977,000.00	$ 977,000.00	$ 893,000.00	$ 893,000.00	$ 550,000.00	$ 550,000.00

EXHIBIT "A"

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Item Code	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 1,204.00	$ 21,672.00	$ 800.00	$ 14,400.00	$ 1,100.00	$ 19,800.00	$ 6,500.00	$ 117,000.00	$ 1,331.77	$ 23,971.84
506	2004	ROCK FILTER DAMS (INSTALL) (TY 4)	85	LF	$ 56.00	$ 4,760.00	$ 45.00	$ 3,825.00	$ 51.00	$ 4,335.00	$ 45.00	$ 3,825.00	$ 66.50	$ 5,652.50
506	2009	ROCK FILTER DAMS (REMOVE)	85	LF	$ 9.00	$ 765.00	$ 10.00	$ 850.00	$ 8.15	$ 692.75	$ 10.00	$ 850.00	$ 10.64	$ 904.40
506	2024	BACKHOE WORK (EROSION & SEDM CONT)	72	HR	$ 65.00	$ 4,680.00	$ 82.00	$ 5,904.00	$ 175.00	$ 12,600.00	$ 90.00	$ 6,480.00	$ 140.75	$ 10,134.28
506	2034	TEMPORARY SEDIMENT CONTROL FENCE	3500	LF	$ 4.00	$ 14,000.00	$ 3.00	$ 10,500.00	$ 5.75	$ 20,125.00	$ 5.00	$ 17,500.00	$ 5.32	$ 18,620.00
508	2002	CONSTRUCTING DETOURS	3397	SY	$ 50.00	$ 169,850.00	$ 38.00	$ 129,086.00	$ 40.00	$ 135,880.00	$ 55.00	$ 186,835.00	$ 79.21	$ 269,092.68
530	2016	TURNOUTS (CONC)	3597	SY	$ 83.00	$ 298,551.00	$ 62.00	$ 223,014.00	$ 80.00	$ 287,760.00	$ 70.00	$ 251,790.00	$ 96.65	$ 347,654.01
531	2005	CURB RAMPS (TY 1)	8	EA	$ 2,000.00	$ 16,000.00	$ 1,400.00	$ 11,200.00	$ 1,525.00	$ 12,200.00	$ 1,200.00	$ 9,600.00	$ 1,463.00	$ 11,704.00
531	2010	CURB RAMPS (TY 7)	20	EA	$ 2,100.00	$ 42,000.00	$ 1,200.00	$ 24,000.00	$ 1,725.00	$ 34,500.00	$ 1,300.00	$ 26,000.00	$ 1,463.00	$ 29,260.00
531	2024	CONC SIDEWALK (5")	6324	SY	$ 38.00	$ 240,312.00	$ 41.00	$ 259,284.00	$ 59.00	$ 373,116.00	$ 45.00	$ 284,580.00	$ 50.17	$ 317,259.90
536	2002	CONC MEDIAN	2887	SY	$ 40.00	$ 115,480.00	$ 33.00	$ 95,271.00	$ 75.00	$ 216,525.00	$ 51.00	$ 147,237.00	$ 53.09	$ 153,281.22
552	2001	WIRE FENCE (TY A)	2920	LF	$ 7.00	$ 20,440.00	$ 6.00	$ 17,520.00	$ 12.10	$ 35,332.00	$ 6.00	$ 17,520.00	$ 6.37	$ 18,602.44
552	2005	GATE (TY 1)	4	EA	$ 555.00	$ 2,220.00	$ 300.00	$ 1,200.00	$ 1,224.00	$ 4,896.00	$ 660.00	$ 2,640.00	$ 1,995.00	$ 7,980.00
618	2018	CONDT (PVC) (SCHD 40) (2")	20124	LF	$ 4.00	$ 80,496.00	$ 6.00	$ 120,744.00	$ 18.75	$ 377,325.00	$ 13.50	$ 271,674.00	$ 17.29	$ 347,943.96
618	2022	CONDT (PVC) (SCHD 40) (3")	610	LF	$ 7.00	$ 4,270.00	$ 12.00	$ 7,320.00	$ 22.10	$ 13,481.00	$ 18.50	$ 11,285.00	$ 23.94	$ 14,603.40
618	2023	CONDT (PVC) (SCHD 40) (3") (BORE)	1110	LF	$ 22.00	$ 24,420.00	$ 23.00	$ 25,530.00	$ 37.50	$ 41,625.00	$ 36.00	$ 39,960.00	$ 46.55	$ 51,670.50
618	2024	CONDT (PVC) (SCHD 40) (4")	65	LF	$ 33.00	$ 2,145.00	$ 56.00	$ 3,640.00	$ 32.50	$ 2,112.50	$ 26.00	$ 1,690.00	$ 33.25	$ 2,161.25
624	2008	GROUND BOX TY A (122311) W/APRON	47	EA	$ 748.00	$ 35,156.00	$ 500.00	$ 23,500.00	$ 2,890.00	$ 135,830.00	$ 1,650.00	$ 77,550.00	$ 2,128.00	$ 100,016.00
624	2012	GROUND BOX TY C (162911) W/APRON	4	EA	$ 886.00	$ 3,544.00	$ 550.00	$ 2,200.00	$ 3,935.00	$ 15,740.00	$ 1,850.00	$ 7,400.00	$ 2,394.00	$ 9,576.00
644	2048	INS SM RD SN SUP&AM TY TWT(1) UA(P)	9	EA	$ 338.00	$ 3,042.00	$ 350.00	$ 3,150.00	$ 310.00	$ 2,790.00	$ 320.00	$ 2,880.00	$ 405.65	$ 3,650.85
662	2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4080	LF	$ 1.00	$ 4,080.00	$ 0.90	$ 3,672.00	$ 0.81	$ 3,304.80	$ 0.88	$ 3,590.40	$ 1.17	$ 4,775.23
662	2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	4080	LF	$ 1.00	$ 4,080.00	$ 0.90	$ 3,672.00	$ 0.81	$ 3,304.80	$ 0.88	$ 3,590.40	$ 1.06	$ 4,341.12
666	2003	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	4400	LF	$ 1.00	$ 4,400.00	$ 0.90	$ 3,960.00	$ 0.46	$ 2,024.00	$ 0.49	$ 2,156.00	$ 1.06	$ 4,681.60
666	2006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	300	LF	$ 2.00	$ 600.00	$ 1.70	$ 510.00	$ 1.02	$ 306.00	$ 1.10	$ 330.00	$ 2.00	$ 598.50
666	2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	3538	LF	$ 1.00	$ 3,538.00	$ 1.00	$ 3,538.00	$ 0.51	$ 1,804.38	$ 0.55	$ 1,945.90	$ 1.13	$ 3,999.71
666	2024	REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	4929	LF	$ 1.00	$ 4,929.00	$ 1.10	$ 5,421.90	$ 1.02	$ 5,027.58	$ 1.10	$ 5,421.90	$ 1.46	$ 7,211.13
666	2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	4	EA	$ 139.00	$ 556.00	$ 135.00	$ 540.00	$ 127.00	$ 508.00	$ 130.00	$ 520.00	$ 166.25	$ 665.00
666	2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	2921	LF	$ 1.00	$ 2,921.00	$ 1.00	$ 2,921.00	$ 0.52	$ 1,518.92	$ 0.55	$ 1,606.55	$ 1.25	$ 3,651.83
666	2132	REFL PAV MRK TY I (Y) 24"(SLD)(100MIL)	130	LF	$ 7.00	$ 910.00	$ 7.00	$ 910.00	$ 6.10	$ 793.00	$ 7.00	$ 910.00	$ 9.98	$ 1,296.75
666	2189	PAVEMENT SEALER 4"	7290	LF	$ 0.20	$ 1,458.00	$ 0.17	$ 1,239.30	$ 0.16	$ 1,166.40	$ 0.17	$ 1,239.30	$ 0.24	$ 1,745.23
666	2190	PAVEMENT SEALER 6"	4843	LF	$ 0.40	$ 1,937.20	$ 0.33	$ 1,598.19	$ 0.31	$ 1,501.33	$ 0.33	$ 1,598.19	$ 0.44	$ 2,125.59
666	2219	PAVEMENT SEALER (ARROW)	4	EA	$ 28.00	$ 112.00	$ 27.00	$ 108.00	$ 25.50	$ 102.00	$ 27.00	$ 108.00	$ 36.58	$ 146.30
668	2105	PREFAB PAV MRK TY C (W) (24") (SLD)	201	LF	$ 16.00	$ 3,216.00	$ 15.50	$ 3,115.50	$ 14.25	$ 2,864.25	$ 15.00	$ 3,015.00	$ 21.95	$ 4,410.95
668	2106	PREFAB PAV MRK TY C (W) (ARROW)	37	EA	$ 194.00	$ 7,178.00	$ 190.00	$ 7,030.00	$ 178.00	$ 6,586.00	$ 185.00	$ 6,845.00	$ 399.00	$ 14,763.00
668	2116	PREFAB PAV MRK TY C (W) (WORD)	37	EA	$ 255.00	$ 9,435.00	$ 250.00	$ 9,250.00	$ 232.00	$ 8,584.00	$ 240.00	$ 8,880.00	$ 498.75	$ 18,453.75
678	2001	PAV SURF PREP FOR MRK (4")	5590	LF	$ 0.10	$ 559.00	$ 0.11	$ 614.90	$ 0.10	$ 559.00	$ 0.20	$ 1,118.00	$ 0.15	$ 817.82
678	2002	PAV SURF PREP FOR MRK (6")	4843	LF	$ 0.30	$ 1,452.90	$ 0.28	$ 1,356.04	$ 0.26	$ 1,259.18	$ 0.30	$ 1,452.90	$ 0.37	$ 1,803.53
678	2006	PAV SURF PREP FOR MRK (24")	201	LF	$ 1.00	$ 201.00	$ 0.80	$ 160.80	$ 0.76	$ 152.76	$ 0.80	$ 160.80	$ 1.10	$ 221.88
678	2007	PAV SURF PREP FOR MRK (ARROW)	36	EA	$ 28.00	$ 1,008.00	$ 27.00	$ 972.00	$ 25.10	$ 903.60	$ 27.00	$ 972.00	$ 36.58	$ 1,316.70
678	2018	PAV SURF PREP FOR MRK (WORD)	35	EA	$ 44.00	$ 1,540.00	$ 43.00	$ 1,505.00	$ 40.50	$ 1,417.50	$ 44.00	$ 1,540.00	$ 58.52	$ 2,048.20
686	2041	INS TRF SIG PL AM(S) 1 ARM (40') LUM	7	EA	$ 14,600.00	$ 102,200.00	$ 9,000.00	$ 63,000.00	$ 20,000.00	$ 140,000.00	$ 11,000.00	$ 77,000.00	$ 13,566.00	$ 94,962.00
686	2045	INS TRF SIG PL AM(S) 1 ARM (44') LUM	1	EA	$ 15,550.00	$ 15,550.00	$ 9,200.00	$ 9,200.00	$ 21,500.00	$ 21,500.00	$ 12,000.00	$ 12,000.00	$ 14,696.50	$ 14,696.50
5049	2001	BIODGRD EROSION CONTROL LOGS (8" DIA)	680	LF	$ 11.00	$ 7,480.00	$ 10.00	$ 6,800.00	$ 10.10	$ 6,868.00	$ 9.00	$ 6,120.00	$ 6.65	$ 4,522.00
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (18 IN)	120	LF	$ 39.00	$ 4,680.00	$ 35.00	$ 4,200.00	$ 44.50	$ 5,340.00	$ 44.00	$ 5,280.00	$ 42.68	$ 5,121.56
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (24 IN)	120	LF	$ 44.00	$ 5,280.00	$ 42.00	$ 5,040.00	$ 52.50	$ 6,300.00	$ 50.00	$ 6,000.00	$ 51.83	$ 6,219.61
		PAVING AND DRAINAGE GRAND TOTAL				**$ 10,769,470.38**		**$ 11,867,909.23**		**$ 13,237,088.56**		**$ 13,091,198.73**		**$ 14,415,264.67** *

* The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

					MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
360	2003	CONC PVMT (CONT REINF-CRCP) (10")	64587	SY	$ 63.00	$ 4,068,981.00	$ 74.00	$ 4,779,438.00	$ 59.00	$ 3,810,633.00	$ 69.00	$ 4,456,503.00	$ 66.02	$ 4,264,111.24
					CRCP ALTERNATE BID ITEM TOTAL	**$ 4,068,981.00**		**$ 4,779,438.00**		**$ 3,810,633.00**		**$ 4,456,503.00**		**$ 4,264,111.24 ***

Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (18 IN)	2322	LF	$ 41.00	$ 95,202.00	$ 40.00	$ 92,880.00	$ 38.00	$ 88,236.00	$ 50.57	$ 117,423.54	$ 52.57	$ 122,078.92
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (24 IN)	2107	LF	$ 50.00	$ 105,350.00	$ 44.00	$ 92,708.00	$ 45.00	$ 94,815.00	$ 57.64	$ 121,447.48	$ 41.34	$ 87,095.79
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (27 IN)	356	LF	$ 72.00	$ 25,632.00	$ 57.00	$ 20,292.00	$ 58.00	$ 20,648.00	$ 68.61	$ 24,425.16	$ 71.73	$ 25,534.78
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (30 IN)	1869	LF	$ 72.00	$ 134,568.00	$ 57.00	$ 106,533.00	$ 58.00	$ 108,402.00	$ 70.41	$ 131,596.29	$ 84.27	$ 157,498.39
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (36 IN)	1329	LF	$ 75.00	$ 99,675.00	$ 66.00	$ 87,714.00	$ 85.00	$ 112,965.00	$ 74.29	$ 98,731.41	$ 87.58	$ 116,394.48
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (42 IN)	715	LF	$ 89.00	$ 63,635.00	$ 82.00	$ 58,630.00	$ 117.00	$ 83,655.00	$ 87.13	$ 62,297.95	$ 110.79	$ 79,214.14
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (48 IN)	872	LF	$ 115.00	$ 100,280.00	$ 104.00	$ 90,688.00	$ 131.00	$ 114,232.00	$ 102.98	$ 89,798.56	$ 130.21	$ 113,540.50
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (54 IN)	637	LF	$ 155.00	$ 98,735.00	$ 134.00	$ 85,358.00	$ 209.00	$ 133,133.00	$ 135.19	$ 86,116.03	$ 173.63	$ 110,603.27
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (60 IN)	40	LF	$ 166.00	$ 6,640.00	$ 165.00	$ 6,600.00	$ 391.00	$ 15,640.00	$ 139.15	$ 5,566.00	$ 224.29	$ 8,971.65
					DUAL WALL POLYPROPYLENE PIPE ALTERNATE BID ITEM TOTAL	**$ 729,717.00**		**$ 641,403.00**		**$ 771,726.00**		**$ 737,402.42**		**$ 820,931.91 ***

* The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
SANITARY SEWER & WATER ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Description	Estimated Quantity	Unit	MK CONSTRUCTORS Unit Price	MK CONSTRUCTORS Total	BRYSTAR CONTRACTING, INC. Unit Price	BRYSTAR CONTRACTING, INC. Total	APAC Unit Price	APAC Total	ALLCO Unit Price	ALLCO Total	L&L GENERAL CONTRACTORS Unit Price *	L&L GENERAL CONTRACTORS Total *
SANITARY SEWER ITEMS													
1	6-INCH SDR-26 PVC SANITARY SEWER	1379	LF	$ 61.00	$ 84,119.00	$ 65.00	$ 89,635.00	$ 79.00	$ 108,941.00	$ 72.38	$ 99,812.02	$ 91.30	$ 125,908.91
2	12-INCH SDR-26 PVC SANITARY SEWER	3718	LF	$ 36.00	$ 133,848.00	$ 50.00	$ 185,900.00	$ 61.00	$ 226,798.00	$ 75.83	$ 281,935.94	$ 70.00	$ 260,252.19
3	15-INCH SDR-26 PVC SANITARY SEWER	5242	LF	$ 58.00	$ 304,036.00	$ 85.00	$ 445,570.00	$ 78.00	$ 408,876.00	$ 83.20	$ 436,134.40	$ 90.13	$ 472,482.95
4	REMOVE & REPLACE 4' FIBERGLASS MH > 12'	2	EA	$ 17,900.00	$ 35,800.00	$ 15,000.00	$ 30,000.00	$ 13,300.00	$ 26,600.00	$ 14,605.00	$ 29,210.00	$ 15,329.21	$ 30,658.42
5	FURNISH & INSTALL 4' FIBERGLASS MH < 12'	20	EA	$ 4,700.00	$ 94,000.00	$ 4,000.00	$ 80,000.00	$ 5,000.00	$ 100,000.00	$ 2,920.00	$ 58,400.00	$ 5,775.54	$ 115,510.77
6	FURNISH & INSTALL 4' FIBERGLASS MH > 12'	7	EA	$ 10,400.00	$ 72,800.00	$ 8,700.00	$ 60,900.00	$ 5,500.00	$ 38,500.00	$ 4,112.00	$ 28,784.00	$ 6,286.80	$ 44,007.63
7	TRENCH SAFETY PLAN	1	LS	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,900.00	$ 1,900.00	$ 750.00	$ 750.00	$ 2,194.50	$ 2,194.50
8	TRENCH SAFETY SYSTEM	1	LS	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 23,500.00	$ 23,500.00	$ 2,500.00	$ 2,500.00	$ 26,600.00	$ 26,600.00
	SANITARY SEWER ITEMS TOTAL				**$ 731,903.00**		**$ 898,505.00**		**$ 935,115.00**		**$ 937,526.36**		**$ 1,077,615.37 ***
WATERLINE ITEMS													
1	6-INCH CLASS 150 C-900 PVC	104	LF	$ 26.00	$ 2,704.00	$ 36.00	$ 3,744.00	$ 10.50	$ 1,092.00	$ 35.00	$ 3,640.00	$ 11.72	$ 1,218.60
2	8-INCH CLASS 150 C-900 PVC	335	LF	$ 23.00	$ 7,705.00	$ 24.00	$ 8,040.00	$ 10.90	$ 3,651.50	$ 37.19	$ 12,458.65	$ 12.38	$ 4,148.07
3	10-INCH CLASS 150 C-900 PVC	1496	LF	$ 40.00	$ 59,840.00	$ 37.00	$ 55,352.00	$ 15.00	$ 22,440.00	$ 39.08	$ 58,463.68	$ 16.36	$ 24,473.06
4	12-INCH CLASS 150 C-900 PVC	9200	LF	$ 24.00	$ 220,800.00	$ 28.00	$ 257,600.00	$ 21.00	$ 193,200.00	$ 41.81	$ 384,652.00	$ 23.55	$ 216,699.56
5	FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	38	EA	$ 4,350.00	$ 165,300.00	$ 4,300.00	$ 163,400.00	$ 4,400.00	$ 167,200.00	$ 3,770.00	$ 143,260.00	$ 4,975.77	$ 189,079.24
6	FURNISH & INSTALL 12" MJ TEE	2	EA	$ 545.00	$ 1,090.00	$ 1,100.00	$ 2,200.00	$ 890.00	$ 1,780.00	$ 475.00	$ 950.00	$ 1,027.92	$ 2,055.83
7	FURNISH & INSTALL 10" X 6" MJ REDUCER	12	EA	$ 291.00	$ 3,492.00	$ 420.00	$ 5,040.00	$ 325.00	$ 3,900.00	$ 175.00	$ 2,100.00	$ 371.27	$ 4,455.23
8	FURNISH & INSTALL 12" X 8" MJ REDUCER	1	EA	$ 532.00	$ 532.00	$ 480.00	$ 480.00	$ 390.00	$ 390.00	$ 200.00	$ 200.00	$ 449.58	$ 449.58
9	FURNISH & INSTALL 10" MJ 45 DEGREE BEND	20	EA	$ 471.00	$ 9,420.00	$ 600.00	$ 12,000.00	$ 471.00	$ 9,420.00	$ 265.00	$ 5,300.00	$ 543.65	$ 10,873.02
10	FURNISH & INSTALL 12" MJ 45 DEGREE BEND	28	EA	$ 511.00	$ 14,308.00	$ 700.00	$ 19,600.00	$ 565.00	$ 15,820.00	$ 300.00	$ 8,400.00	$ 651.91	$ 18,253.56
11	FURNISH & INSTALL 12" MJ CROSS	1	EA	$ 859.00	$ 859.00	$ 1,800.00	$ 1,800.00	$ 1,260.00	$ 1,260.00	$ 650.00	$ 650.00	$ 1,445.16	$ 1,445.16
12	FURNISH & INSTALL 12" X 10" MJ REDUCER	12	EA	$ 337.00	$ 4,044.00	$ 1,780.00	$ 21,360.00	$ 470.00	$ 5,640.00	$ 300.00	$ 3,600.00	$ 542.92	$ 6,515.03
13	FURNISH & INSTALL TEMP. 2" FLUSH OUT	1	EA	$ 1,247.00	$ 1,247.00	$ 1,700.00	$ 1,700.00	$ 748.00	$ 748.00	$ 800.00	$ 800.00	$ 862.11	$ 862.11
14	FURNISH & INSTALL 6" GATE VALVE & BOX	12	EA	$ 808.00	$ 9,696.00	$ 800.00	$ 9,600.00	$ 793.00	$ 9,516.00	$ 790.00	$ 9,480.00	$ 917.06	$ 11,004.74
15	FURNISH & INSTALL 10" GATE VALVE & BOX	24	EA	$ 1,676.00	$ 40,224.00	$ 1,850.00	$ 44,400.00	$ 1,580.00	$ 37,920.00	$ 1,535.00	$ 36,840.00	$ 1,822.09	$ 43,730.08
16	FURNISH & INSTALL 12" GATE VALVE & BOX	33	EA	$ 2,035.00	$ 67,155.00	$ 2,200.00	$ 72,600.00	$ 1,940.00	$ 64,020.00	$ 1,920.00	$ 63,360.00	$ 2,240.84	$ 73,947.63
	WATERLINE ITEMS TOTAL				**$ 608,416.00**		**$ 678,916.00**		**$ 537,997.50**		**$ 734,154.33**		**$ 609,210.50 ***
	SANITARY SEWER & WATERLINE ITEMS GRAND TOTAL				$ 1,340,319.00		$ 1,577,421.00		$ 1,473,112.50 **		$ 1,671,680.69		$ 1,686,825.87 *
	PAVING & DRAINAGE ITEMS GRAND TOTAL				$ 10,769,470.38		$ 11,867,909.23		$ 13,237,088.56		$ 13,091,198.73		$ 14,415,264.67 *
	TOTAL BASE CONTRACT PRICE				**$ 12,109,789.38**		**$ 13,445,330.23**		**$ 14,709,201.06 ** **		**$ 14,762,879.42**		**$ 16,102,090.54**

	MK CONSTRUCTORS	BRYSTAR CONTRACTING, INC.	APAC	ALLCO	L&L GENERAL CONTRACTORS
Acknowledge Addenda 1	YES	YES	YES	YES	YES
Acknowledge Addenda 2	YES	YES	YES	YES	YES
Acknowledge Addenda 3	YES	YES	YES	YES	YES
Bid Summary	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES
Corporate Resolution	YES	YES	YES	YES	YES
Information Required of Bidder	YES	YES	YES	YES	YES
Statement of City Charter Provision on Conflict of Interest	YES	YES	YES	YES	YES
Conflict of Interest Questionnaire	YES	YES	YES	YES	YES
Schedule C (MBE Participation)	YES	YES	YES	YES	YES
Insurance Verification Affidavit	YES	YES	YES	NO	YES
Electronic Copy of Bid Schedule Enclosed with Bid	YES	YES	YES	YES	NO

*** The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.**

**** The Sanitary Sewer & Waterline Items Grand Total does not match the amount indicated in Section 0220 Bid Summary of the Contract. The Total Base Contract Price shown in this Bid Tabulation reflects the actual dollar amount written in Section 0220 of the Contract.**

2

October 11, 2016

Consider a resolution authorizing the Second Amendment to the Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN) for Phase Three of the Master Drainage Plan

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the Second Amendment to the Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN), for Phase Three (3) of the Master Drainage Plan in the amount of $500,000.

BACKGROUND

On November 12, 2014, by Resolution No. 14-244, City Council authorized the City Manager to execute an Agreement with Lockwood, Andrews & Newnam, Inc. (LAN) of Houston, Texas in the amount of $500,000 for Phase One (1) of the Master Drainage Plan. The purpose of this Master Drainage Plan is to develop an accurate and current understanding of the City's drainage infrastructure and potential solutions to drainage problems. The original agreement executed on November 17, 2014 was understood by the City and LAN that the project would be divided into three (3) phases with a total budget of $1,500,000 and $500,000 designated per phase.

On October 13, 2015, by Resolution No. 15-229, City Council authorized the City Manager to execute Amendment No. 1 to the Engineering Services Contract between the City and LAN in the amount of $500,000, for Phase Two (2) of the Storm Water Master Drainage Plan.

LAN is pleased to report that Phase Two (2) is progressing according to schedule and within budget. It is in the best interest of the City and the project team to begin Phase Three (3) to allow LAN to maintain the commitment of the project team who specializes in digital data inventory, while the drainage analysis team members focus on completing Phase Two (2).

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO. 15-229

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute Amendment No. 1 to the Engineering Services Contract between the City of Beaumont and Lockwood, Andrews & Newnam, Inc., (LAN), in the amount of $500,000, for Phase Two (2) of the Storm Water Master Plan. The Amendment is 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 October, 2015.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

- Mayor Becky Ames -

RESOLUTION NO. 14-244

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 Agreement with Lockwood, Andrews, Newnam, Inc. (LAN), of Houston, Texas, in an amount not to exceed $500,000 to develop a Master Drainage Plan for the drainage infrastructure within the City limits and update the current City of Beaumont Master Drainage Plan. The Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of November, 2014.

Becky Ames

- Mayor Becky Ames -

FIRST AMENDMENT
ENGINEERING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF JEFFERSON

CITY OF BEAUMONT

CONTRACT FOR
CITY OF BEAUMONT

MASTER DRAINAGE PLAN

SECTION 1

On November 17, 2014, the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Lockwood, Andrews & Newnam, Inc. (LAN), duly licensed engineer, and practicing under the laws of the State of Texas, hereinafter termed "Engineer," entered into a Engineering Services Contract for a Master Drainage Plan which primarily addressed the first phase of a three (3) project. The Engineer has requested, and the City agrees, that Phase Two (2) should begin before Phase One (1) is completed (See Exhibit 1 attached hereto). To accomplish this end, the parties enter this First Amendment to the Engineering Services Contract. Said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

The City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

NOW, THEREFOR:

The Parties, for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, agree to amend that certain Agreement executed by the Parties on November 17, 2014, entitled " ENGINEERING SERVICES AGREEMENT." Under this amendment, while continuing their work to complete Phase One (1), the Engineer shall undertake Phase Two (2) of the Master Drainage Plan project. Paragraph VI.B. of the original agreement is hereby deleted in its entirety and replaced as follows:

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and

Expenses shown on Attachment A of the Engineering Services Contract. The Engineer agrees that the total services and expenses for all three (3) phases shall not exceed $1,500,000.00. This agreement shall cover Phase I and Phase II only and shall not exceed $500,000.00 per each phase. Phase III will be addressed as funds become available.

Other than specifically provided above, the original November 17, 2014 agreement shall remain the same.

SECTION 2

The City and the Engineer hereby ratify and agree that all other terms and conditions of the previously executed Engineering Services Agreement are in full force and effect.

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the Corporate Seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Derek A. St. John, P.E. CFM thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this 15th day of October, A.D. 2015.

Attest:

LOCKWOOD, ANDREWS & NEWNAM, INC.

By _____
Associate, Team Leader

Attest:

CITY OF BEAUMONT

Tina Broussard

By _____
City Manager

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

EXHIBIT 1

Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

August 28, 2015

City of Beaumont
P.O. Box 3827
Beaumont, Texas 77701

Attention: Dr. Majdalani, Public Works Director

Reference: City of Beaumont Master Drainage Plan – Phase 2

Dear Dr. Majdalani,

I am pleased to report that we are well into Phase 1 of the City's Master Drainage Plan (MDP) with the project progressing according to schedule and within the initial $500K appropriation. The two primary objectives for year one are: 1) development of the City-Wide Digital Data Inventory of the City's drainage system, and 2) analysis of the City's oldest and most complex drainage infrastructure.

The Master Drainage Plan is divided into three project phases scheduled for one year each. The City was divided into three zones based on the City's three primary watersheds. Each project phase completes the Master Drainage Plan for that section of the city. Phase 1 of the MDP is focused on the watershed contributing to the Neches River and generally defined by the areas located east and south of IH-10 and bound by the Neches River.

I am writing to request authorization for Phase 2 of the MDP which, like Phase 1, consists of two primary tasks: 1) Digital Data Inventory, and 2) Analysis and simulation. As we are nearing completion of Task 1 for Phase 1 of MDP, it is in the best interest of the City and the project team to begin Task 1 activities for Phase 2. This will allow us to maintain the commitment of the project team who specialize in the digital data inventory, while the drainage analysis team members focus on completing Phase 1.

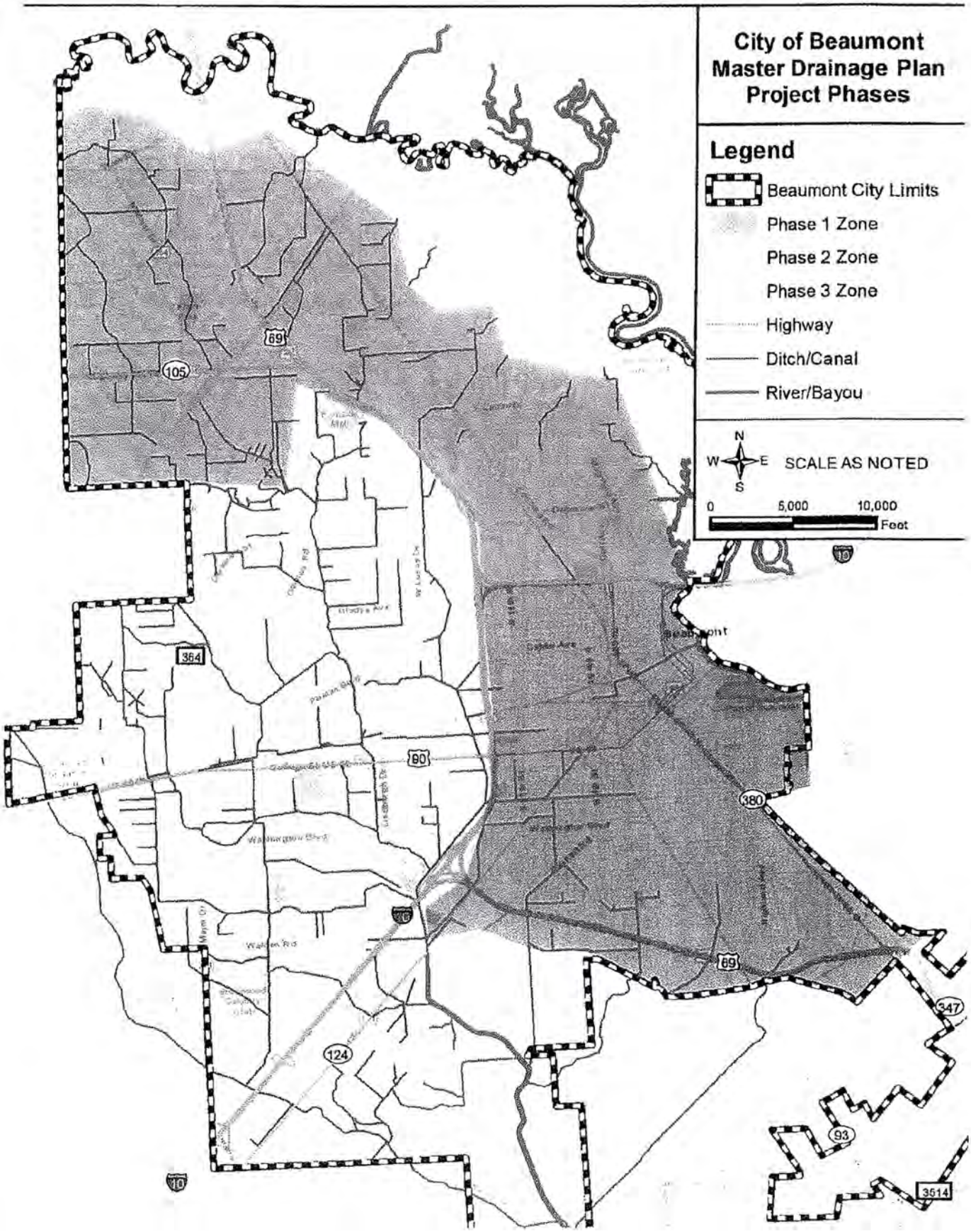
We understand the critical importance of this project to the City and are recommending this approach to stay on schedule and maintain project momentum.

As always, we appreciate the opportunity to assist the City with this important project. Please let me know if you have any questions.

Sincerely,

Derek St. John, PE, CFM

2925 Briarpark Drive, Suite 400 • Houston, Texas 77042-3720 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com


City of Beaumont
Master Drainage Plan
Project Phases
Legend
Beaumont City Limits
Phase 1 Zone
Phase 2 Zone
Phase 3 Zone
Highway
Ditch/Canal
River/Bayou
N
W
E
S
SCALE AS NOTED
0
5,000
10,000
Feet
69
105
364
90
380
69
347
93
3514
124
10

ENGINEERING SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF JEFFERSON §

CITY OF BEAUMONT §

AGREEMENT FOR

CITY OF BEAUMONT

MASTER DRAINAGE PLAN

SECTION 1

This Agreement made and entered into in Beaumont, Jefferson County, Texas between the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City" and Lockwood, Andrews & Newman, Inc. (LAN), duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Engineer", said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for the Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

I. General

A. Detailed Project Description

The Engineer will perform engineering services for the City of Beaumont generally described as providing engineering services required for the City of Beaumont Master Drainage Plan as described in attachments "A", "B" and "C", and made part of this contract. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

B. The Engineer shall not commence work on this proposed Project until he has been notified in writing to proceed.

The Engineer, in consideration for the compensation herein provided, shall render all professional services, including any associated subconsultants, necessary for the development of the Project to completion, as provided in this Agreement.

II. Basic Services

a. Meet with the City to determine detailed scope and schedule for project.
b. Develop a comprehensive Master Drainage Plane for the City of Beaumont as described in Attachments "A", "B" and "C".
c. Develop and create a report documenting the process for the Master Drainage Plan as described in attachments "A", "B" and "C".

III. Special Services

N/A

IV. Additional Services

All work that will be performed by the Engineer at the request of the City that is described in this paragraph and not included in the paragraphs above, shall constitute Additional Services. Additional Services shall include, but are not limited to the following:

A. Services required by the City in any litigation or other controversy as an expert witness, including actual testimony time, stand-by waiting time, preparation of engineering data and reports or depositions and consulting with the City or its attorney.

B. Preparation of any special reports, applications for permits or grants, and appearances before any regulatory agencies or public hearings not included in Attachments "A", "B" and "C".

C. Any revisions of previously approved work.

D. Any travel and subsistence to points other than Engineer's or City's Offices and Project sites.

E. Additional services due to significant changes in scope of Project or its design including but not limited to changes in size, complexity, or character of construction as agreed to by both parties.

F. Providing services after issuance of Letter of Acceptance from the City.

V. Coordination

A. The Engineer shall hold monthly conferences with the Public Works Director, hereinafter termed "Director", or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Engineer in this coordination, the City shall make available for the Engineer's use in planning and designing the project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project, at no cost to the Engineer. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director. To the extent the Engineer utilizes any such information to meet its standard of care the Engineer shall be entitled to keep one such copy for its business record.

B. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Engineer's services.

C. The City will give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect (error or omission) in the Engineer's services or any development that affects the scope or timing of Engineer's services.

D. The City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be determined to be necessary by the City for the completion of the Project. The Engineer will provide the City reasonable assistance in connection with such approvals and permits such as furnishing of data complied by the Engineer pursuant to other provisions of the contract, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions on this contract.

E. The Engineer shall promptly report, in writing, to the City of any development that would affect the scope or timing of the Project.

VI. Fee Schedule

A. General

For and in consideration of the services to be rendered by the Engineer in this Agreement, the City shall pay and the Engineer shall receive the compensation hereinafter set forth for the Engineer's services described in Sections II, III, and IV.

B. Basic and Special Services

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and Expenses shown on Attachment A. The Engineer agrees that the total services and expenses for all three phases shall not exceed **$1,500,000.00**. This agreement shall cover Phase I only and not to exceed $500,000.00 (Attachment "C"). Other phases will be addressed as funds become available.

VII. City Payments

A. Payments shall be made to the Engineer based on the several phases as described above and in accordance with the following:

1. Ninety-five percent (95%) of the amount due the Engineer for work performed in each phase shall be payable on a monthly basis.

2. The remaining five percent (5%) shall be paid upon acceptance of the project by the City.

B. Payment shall be made within thirty (30) days after submittal of the request for payment for work performed. Payment shall be considered past due forty-five (45) days after submittal.

C. The City reserves the right to make an audit of time based and reimbursable expense charges claimed for this contract for services.

VIII. Revisions to Drawings and Specifications

The Engineer shall make, without additional expense to the City over and above the basic fee, such revisions to the Design Phase as may be required to meet the needs of the City. After approval of the Design Phase by the City, any revisions, additions, or other modifications made at the City's request that involves extra services and expenses to the Engineer shall be subject to additional compensation to the Engineer for such extra services and expenses.

IX. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Engineer as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Engineer will be at City's sole risk and without liability or legal exposure to Engineer.

X. Termination

Either party to this Agreement may terminate the Agreement by giving the other thirty (30) days notice in writing and in accordance with the following procedure:

A. Upon delivery of such notice by either party to the party, and upon expiration of the thirty day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such others or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed charge to which the service actually performed under this Agreement is applicable and useable to this Project, less such payments on account of the charges as have been previously made. Copies of specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

B. Failure by the Engineer to comply with the submittal of the statement, and documents as required above shall constitute a waiver by the Engineer of any and all rights or claims to collect any monies that the Engineer may rightfully be entitled to for services performed under this Agreement.

XI. Engineer's Warranty

The Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract, and that he has not for the purpose of soliciting or securing this Contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

XII. Equal Employment Opportunity

The Engineer agrees to follow the Minority Business Enterprise requirements and/or develop an Affirmative Action Plan as set forth by the City.

XIII. Assignment or Transfer of Interest

The Engineer shall not assign or transfer its interest in the Contract without the written consent of the City.

XIV. Indemnification/Liability

The Engineer shall save and hold harmless the City from all claims and liability due to activities of himself, his agents, or employees, performed under this Contract and which result from a negligent act, error or omission of the Engineer or of any person employed by the Engineer. The Engineer shall also save harmless the City from any and all expenses, including attorney fees which might be incurred by the City in litigation or otherwise resisting said claim or liabilities which might be imposed on the City as result of such activities by the Engineer, his agents, or employees and for which the Engineer is found to be legally liable.

The Engineer shall, within one week after signing the contract and before any work shall start, furnish the city with certificates of insurance naming the City as additional insured on the General Liability and Automobile policies satisfactory to the City and indicating the existence of Statutory Workmen's Compensation Insurance. Such insurance shall be at the Engineer's expense. The limits shall be as follows:

Comprehensive General Liability and Auto Liability Insurance shall not be less than $1,000,000.00 per incident / $1,000,000.00 per occurrence.

These certificates shall contain a provision that the City shall be notified thirty (30) days before cancellation of the insurance. The Engineer shall maintain such insurance in force during the life of the contract and no modification or change of insurance carriage and provision shall be made without thirty (30) days written advance notice to the City.

XV. Estimates of Cost

Since the Engineer has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

XVI. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, direct or indirect, in any Contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee.

XVII. Entire Agreement

This Agreement, including the attachments, represents the entire and integrated Agreement between the City and Engineer and supersedes all prior negotiation, representatives, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Engineer.

SECTION 2

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Derek A. St. John, P.E. CFM thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this 17th day of November, A.D. 2014.

Lockwood, Andrews & Newman, Inc.	CITY OF BEAUMONT
By: _____ Associate, Team Leader	By: _____ City Manager
Attest: _____	Attest: Ima Broussard

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

September 28, 2016

City of Beaumont
PO Box 3827
Beaumont, Texas 77701

Attention: Dr. Majdalani, Public Works Director

Reference: City of Beaumont Master Drainage Plan – Phase 3

Dear Dr. Majdalani,

I am pleased to report that we are well into Phase 2 of the City's Master Drainage Plan (MDP) with the project progressing according to schedule and within the $500K appropriation. The two primary objectives for year three are: 1) development of the City-Wide Digital Data Inventory of the City's drainage system, 2) analysis of the drainage infrastructure, and 3) prioritized drainage capital-improvement-project plan ranking.

The Master Drainage Plan is divided into three project phases scheduled for one year each. The City was divided into three zones based on the City's three primary watersheds. Each project phase completes the Master Drainage Plan for that section of the city. Phase 1 of the MDP is focused on the watershed contributing to the Neches River and generally defined by the areas located east and south of IH-10 and bound by the Neches River. Phase 2 of the MDP is focused on the areas east of State Highway 96 and North of IH-10 primarily contributing to Pine Island Bayou.

I am writing to request authorization for third and final Phase 3 of the MDP which, like Phase 1 and 2, consists of two primary tasks: 1) digital data inventory, and 2) analysis and simulation. As we are nearing completion of Task 1 for Phase 2 of MDP, it is in the best interest of the City and the project team to begin Task 1 activities for Phase 3. This will allow us to maintain the commitment of the project team who specialize in the digital data inventory, while the drainage analysis team members focus on completing Phase 2.

We understand the critical importance of this project to the City and are recommending this approach to stay on schedule and maintain project momentum.

As always, we appreciate the opportunity to assist the City with this important project. Please feel free to contact me at 713-821-0380 or dstjohn@lan-inc.com if you have any questions or need additional information.

Sincerely,

Derek St. John, PE, CFM
Vice President, Business Group Director

2925 Briarpark Drive, Suite 400 • Houston, Texas 77042-3720 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com

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 Amendment No. 2 to the Engineering Services Contract between the City of Beaumont and Lockwood, Andrews & Newnam, Inc., (LAN), in the amount of $500,000, for Phase Three (3) of the Storm Water Master Plan. The Amendment is 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 11th day of October, 2016.

_____

- Mayor Becky Ames -

SECOND AMENDMENT
ENGINEERING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF JEFFERSON

CITY OF BEAUMONT

CONTRACT FOR
CITY OF BEAUMONT

MASTER DRAINAGE PLAN

SECTION 1

On November 17, 2014, the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Lockwood, Andrews & Newnam, Inc. (LAN), duly licensed engineer, and practicing under the laws of the State of Texas, hereinafter termed "Engineer," entered into an Engineering Services Contract for a Master Drainage Plan which primarily addressed the first phase of a three (3) phase project. The Engineer has requested, and the City agrees, that Phase Three (3) should begin before Phase Two (2) is completed (See Exhibit 1 attached hereto). To accomplish this end, the parties enter this Second Amendment to the Engineering Services Contract. Said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

The City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

NOW, THEREFOR:

The Parties, for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, agree to amend that certain Agreement executed by the Parties on November 17, 2014, entitled " ENGINEERING SERVICES AGREEMENT" and First Amendment on October 15, 2015. Under this amendment, while continuing their work to complete Phase One (1), and Phase Two (2), the Engineer shall undertake Phase Three (3) of the Master Drainage Plan Project. Paragraph VI.B. of the original agreement is hereby deleted in its entirety and replaced as follows:

EXHIBIT "A"

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and Expenses shown on Attachment A of the Engineering Services Contract. The Engineer agrees that the total services and expenses for all three (3) phases shall not exceed $1,500,000.00. This agreement shall cover Phase I, Phase II and Phase III and shall not exceed $500,000.00 per each phase.

Other than specifically provided above, the original November 17, 2014 agreement shall remain the same.

SECTION 2

The City and the Engineer hereby ratify and agree that all other terms and conditions of the previously executed Engineering Services Agreement are in full force and effect.

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the Corporate Seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Derek A. St. John, P.E. CFM thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this _____ day of _____, A.D. 2016.

Attest:

LOCKWOOD, ANDREWS & NEWNAM, INC.

By _____
Associate, Team Leader

Attest:

CITY OF BEAUMONT

By _____
City Manager

_____
City Clerk

EXHIBIT 1

Attachment A – Scope of Services

City of Beaumont

Master Drainage Plan

The purpose of the Master Drainage Plan (MDP) is to develop a comprehensive understanding of the City of Beaumont's (the City) current drainage infrastructure in an on-time, on-budget, and on-schedule manner in a seamless map in order to develop a strategic capital improvement plan (CIP) designed to reduce flooding risk. Lockwood, Andrews & Newnam, Inc. (the Engineer) will be the lead engineering team responsible for this project.

The MDP study will build upon and update the current City of Beaumont Master Drainage Plan completed in 1981 by Kohler & Kohler Engineers, commonly referred to as the Kohler Study. The goal of this MDP is to develop an accurate and current understanding of the City's drainage infrastructure and potential solutions to problem areas. This understanding will include a comprehensive asset inventory, condition assessment, accurate simulation, problem area identification and problem source/cause, and a comprehensive list of Capital Improvement Projects designed to address the system deficiencies.

The Master Drainage Plan will serve as the City's guide for future drainage improvements. It will include an assessment of both open channel and closed conduit drainage systems, and will provide guidelines for future development. In addition to working closely with the City the MDP team will coordinate and work regularly with staff at Jefferson County Drainage District 6, as the agency responsible for operating and maintaining the majority of our receiving open channel system.

Tasks within the scope of services have been categorized into two task types. Tasks with an easily identified level of effort are considered firmly defined and unlikely to change throughout the project life. Loosely defined or budgetary estimated tasks are likely to slightly change throughout the project life and one task affects another. For instance, the amount of effort to populate attributes for the digitial storm water inventory will be dependent on the amount of effort required to validate information from as-built drawings. This effort cannot be determined until the previous project step is completed. It is anticipated that the loosely defined tasks will be assigned a budgeted effort value and can be shifted from budgeted task to budgeted task as effort requires.

Scope of Services:

1. **General Project Management and Communication**
    a. General Project Management and Administration
    General project management and administration will be ongoing through the period of the contract and include items such as participation in the development of a Project Management Plan (PMP), developing and updating the project schedule, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities.

b. Sub-Contractor Management

Management of sub-contractors will include the organization and guidance necessary to facilitate the successfully completion of each sub-consultant task. The Engineer will coordinate closely with the all sub-contractors to ensure efficiency of each task and the quality of each deliverable. The Engineer will work with each sub-consultant to plan and guide and sub-consultant lead tasks.

c. Project Coordination and Status Meetings

Regularly scheduled meetings with City staff shall be held to discuss study related issues, review the progress of the work effort, or to address issues which may arise. The Engineer shall prepare and deliver meeting minutes to the City within five (5) working days after each meeting. Assumption is that monthly meetings will be held for the duration project. The total anticipated number of meetings is 30.

d. Engineering Community Workshops

The Engineer will administrate and hold one engineering community workshop in a space to be reserved and scheduled by the City to convey the results of the MDP when nearing completion. Comments will be received from the attendees and addressed if viable or useful. The City will be responsible for identifying and inviting engineers from the community.

e. Mailer Coordination

The Engineer will work with the City to develop a water bill insert, drainage questionnaire type mailer. The questionnaire will be tailored to answer specific questions regarding storm sewer functionality and previous flooding issues. This task also includes collecting the information from City returned questionnaires, scanning the documents, and geolocating them.

f. City Council Workshops and Presentations

The Engineer will develop two presentations for the City Council. One presentation is anticipated at the onset of the project or in the first half or the effort to inform council and constituents of the master drainage plan. The second presentation is anticipated at the close of the project in order to convey the results of the MDP. This task will involve attending the meeting, preparing the presentation, and exhibits for each meeting. One pre-workshop meeting with City staff is anticipated for each meeting.

2. Data Collection, Organization and Initial Assessment

a. City of Beaumont

The Engineer will collect, review and organize the relevant information related to storm water within the City. City provided as-builts, available reports, GIS data, and existing models will all be reviewed and accounted for.

b. Drainage District 6

The Engineer will collect, review and organize the relevant information related to storm water within Drainage District 6 (DD6) as it pertains to the City of Beaumont. Drainage District 6 provided as-builts, available reports, GIS data, and existing models will all be reviewed and incorporated into the Master Drainage Plan.

c. Other Data Sources

Available drainage related data will be requested from FEMA, United States Army Corps of Engineers (USACE), and local TxDOT Districts. It is anticipated that available information, models, and future improvement plans will be incorporated or planned around in the MDP.

3. **Digital Drainage Inventory Development**

The digital drainage inventory will form the basis of the analysis portion of the MDP. The information gathered during this process will be directly utilized during hydraulic modeling in order to determine storm sewer performance and further the City's goal of developing enterprise class GIS data. This information will be readily incorporated into the hydraulic model while fulfilling City needs as well as planning for the future.

a. Schema Development and coordination with City

The Engineer will develop a GIS schema to store the City stormwater infrastructure included pipes, manholes, inlet, and road side ditches. Open channels and detention basins owned and maintained by DD6 will be included in the GIS schema to the extent necessary to perform an adequate assessment of the drainage systems. The Engineer will work with the City GIS and Engineering staff to develop the initial schema. The schema will be based on any City established standards and readily available industry data models (such as those developed by ESRI). The draft schema will be reviewed with City staff and expected to be an iterative process with two subsequent submissions to the City.

b. Inventory, organize and assess as-builts and record drawings

The Engineer will inventory, organize, and assess City and DD6 provided as-builts and record drawings in order to determine their usefulness for populating the City wide storm sewer schematic. It is anticipated that the as-built drawings, available CAD files, and record drawings will be classified into useful and non-useful data. Useful data is considered to be readily useable as-builts, CAD files and record drawings with easily discernable data. It is anticipated that this data will be documented in the form of GIS polygon footprints denoting overall plan set coverage and quality of data. These footprints will assist it in determining gaps within the data and identifying future survey needs. This data will form the basis of the information utilized to populate the GIS schematic.

c. Inventory Related Site Visits

The Engineer will perform site visits in the early stages of the project to verify and clarify portions of the information collected as part of the data collection process. These site visits will assist the engineer in defining the quality and extent of data including data gaps and additional data needs. It is anticipated that these site visits will help establish connectivity and answer any outstanding questions related to the stormwater infrastructure raised by the as-built and record drawing assessment process.

d. Schematic Population (BUDGETARY AND LOOSELY DEFINED TASK)

The Engineer will develop existing system schematics for the storm sewer and roadside ditches within the City. System schematics will be developed to include pertinent modeling information for inlets, manholes, and pipes such as type, length, size, material,

flowlines, slope, etc. Schematics will be produced in GIS and the data stored in a geodatabase. The schematic is to be populated based on City provided CAD line work, as-built information, and supplemented with LiDAR, aerial imagery, and surveyed information and will be validated according to field conditions. It is anticipated that data previously identified as useful will be utilized to populate the schematic.

4. **Condition Assessment**
   a. Develop condition assessment evaluation forms
      The Engineer will generate condition assessment evaluation forms for capturing the field condition of stormwater assets. It is expected that these forms will captured readily available information while in the field such as general condition, siltation, clogging factors, and photos.
   b. Develop digital collection method
      The Engineer will develop and determine a digital collection workflow for condition assessment. It is anticipated that this workflow will include tablets or other equivalent electronic devices with ArcGIS, ArcCollector or equivalent data collection applications.
   c. Evaluate asset and work order management system
      The Engineer will evaluate the asset and work order management software employed by the City for applicability in identifying potential problem area locations within the City. It is anticipated that this effort will involve reviewing data available within the asset and work order software and if this data can be translated into useful spatial data.
   d. Intentional Condition assessment field data collection (BUDGETARY AND LOOSELY DEFINED TASK)
      The Engineer will identify specific areas within the City for intentional condition assessment. These will be areas previously identified by the City and will include tunnels and historically older stormwater assets within the downtown area.
5. **Initial Analysis**
   An initial, high-level analysis will be performed to: assist with setting modeling boundaries for analysis areas within the City; identify likely overland flowpaths; delineate rough drainage areas; and to prioritize study order by problem area severity.
   a. Process arc-hydro overland flow and drainage areas
      The Engineer will develop overland sheet flow areas, flow directions and ponding depths using the 2006 LiDAR data. The purpose of this task is to determine the watershed boundaries for each study area and determine the potential overland flow system boundaries. These results will be based the 2006 LiDAR data and the "hydraulically enhanced" data that takes out the bridges and culverts that cross open channels.
   b. Initial high level watershed 2D analysis
      The Engineer will develop an initial high level watershed 2D analysis in order to define study priority. It is anticipated that areas of higher flood risk and potentially more severe system deficiencies will be analyzed in more detail ahead of lower risk areas.
6. **Survey**
   a. Identify Survey Needs (BUDGETARY AND LOOSELY DEFINED TASK)
      The Engineer will identify survey needs based on the previously collected City data and

determine survey necessary to fill in gaps, missing information, and bring all of the system to a common vertical datum. It is anticipated that somewhere between 5-25% of the City's stormwater assets will be surveyed for this effort.

b. Schematic and Survey Coordination (BUDGETARY AND LOOSELY DEFINED TASK)
The Engineer will coordinate with the surveying subconsultant in order to appropriate identify areas intended for surveying data collection and associated GIS schematic updates based on this surveyed information.

c. Survey (BUDGETARY AND LOOSELY DEFINED TASK)
The Engineer will manage the surveying subconsultant and oversee the collection of field survey data.

7. Existing Conditions Evaluation (BUDGETARY AND LOOSELY DEFINED TASKS)

a. Existing Hydrology
The Engineer will develop the existing conditions hydrology including drainage areas, rainfall hyetographs, and hydrologic parameters. It is anticipated that the majority of the modeling for the City will be addressed with 2-dimensional stormwater modeling with rainfall applied directly to the 2D surface. This approach will be verified to traditional hydrology and the workflow adjusted as necessary to generate generally expected results. Drainage areas from previous studies will be confirmed and new areas delineated as necessary within the study area. Delineations will be based on the LiDAR data, as-built, survey, and site visit information. Hydrologic parameters for drainage areas will be confirmed and modified as necessary from previous studies for runoff volume determination and routing. This effort will involve using City standards, soils data, aerial imagery, and field visits. The time of concentrations from previous studies will be confirmed and determined as necessary for each drainage area. Time of concentration will be calculated according to City design standards. Using the drainage areas, runoff hydrographs will be confirmed and developed as necessary. The runoff hydrographs will be developed according to City drainage criteria for 2-, 5- 10-, 25- and 100-year storm events.

b. Existing Hydraulics
The Engineer will develop an existing conditions hydraulic network including modeling nodes, open channels, and conduits to represent culverts, cross culverts, bridges, storm sewer inlets, and storm sewer conduits within the City. The hydraulic network will be based on the previously developed GIS schematic, survey data, City GIS information, field visit data, and previously provided modeling data.

c. Two-Dimensional Modeling Mesh
The Engineer will import LiDAR to InfoWorks and supplement with critical topographic features. Critical topographic features such as curbs or grade breaks will be imported as polygons and breaklines into the modeling mesh. Previously provided grade breaks will be reviewed and modified as necessary. Simulation areas requiring increased surface resolution will be determined to more accurately model field conditions and create 2D modeling mesh. It is anticipated that the LiDAR surface will be modified to reflect

changed topographic conditions due to major earthwork projects such as DD6 detention projects.

d. Overland Flow Roughness Values

The Engineer will develop overland flow roughness zones for the 2D modeling mesh. Overland flow roughness polygon boundaries will be defined within GIS using land use data, aerial imagery, and data acquired from field visits. Appropriate roughness values as defined by City standards will be assigned for each roughness area and roughness polygons will be imported into the model.

e. DD6 Existing Conditions Model Review

The Engineer will review available DD6 information such as models and high water marks in order to determine appropriate tailwater conditions for storm sewer outfalls and downstream portions of open channels.

f. Hydraulic Analysis – Run Model

The Engineer will develop, run and debug the existing conditions models for the 2-, 5-, 10-, 25- and 100-year storm frequencies. Model errors and warnings will be reviewed and addressed as necessary. Model stability will be evaluated and instabilities reduced in order to provide a highly quality numeric representation of field conditions. In some cases, additional data may be necessary such as additional survey or site visits to develop enhanced data that could improve the function of the models.

g. Model Validation and Verification

The Engineer will evaluate the MDP developed hydraulic model for one City determined historic storm event and refine the model to the extent possible. The model will be checked for reasonableness and compared to the known drainage complaints of the City selected storm event. It is anticipated that this historic storm event will have readily available rainfall hyetograph information, flooding reports, photos, high water marks, and stage-time gage information.

h. Survey Round 2

Based on the results of the Existing conditions modeling, the Engineer will identify areas of additional survey. These areas of additional survey will refine the stormwater asset information within the model in areas where assumed or estimated data was utilized. This survey data will be utilized to refine existing asset information in order to more appropriately recommend improvements.

i. System level of service

The Engineer will determine a system level of service for the stormwater system based on the results of the existing conditions modeling. A system level of performance will be identified based on the performance of the multi-frequency analysis of the existing storm sewer system. The results will be compared to City criterion. A level of performance will be determined based on the identification of events that have HGL levels below existing ground levels and critical ROW extents.

j. Problem area identification

The Engineer will evaluate problem areas based on the outcome of the existing conditions modeling and identify the infrastructure deficiencies that cause the

problems. Problem areas will be classified according to their source deficiencies such as cascading offsite overland flow impacts, adverse downstream tailwater conditions, insufficient conveyance capacity, lack of stormwater infrastructure, or lack of adequate outfall.

k. Problem area ranking/prioritization

The Engineer will prioritize and rank problem areas by their severity. Severity will be determined with reference to the number of potentially flooded structures, estimated damage values, and the number of passable intersections in order to determine overall problem area severity. Problem area severity will dictate the order in which improvement alternatives are developed.

l. Quality Assurance/ Quality Control

Quality Assurance/Quality Control (QA/QC) Plan: hydrologic data will be reviewed by the Engineer for consistency with City requirements and methodology.

m. Existing Conditions Report

The engineering report will include a discussion of the work performed, general methodology, assumptions applied during the course of study, a discussion of the study goal, the reported drainage problems, possible structural flooding, system capacity issues, a discussion of deviations from general methodology, and a discussion of findings. A draft report will be compiled to include text, model output, exhibits, and appendices for the City's review. All Microsoft Word and Excel documents used to generate the draft report are to be included as well as the final models, shapefiles, databases, and worksheets used will be included on a compact disc, DVD or FTP site.

8. Capital Improvement Identification (BUDGETARY AND LOOSELY DEFINED TASK)

a. Design Criteria Establishment

The Engineer will establish target design criteria for improvements. This task will involve coordination with City staff in order to identify target design criteria and what year level of service will be targeted for improvement alternatives.

b. Conceptual Solution Alternative Schematics

The Engineer will develop conceptual solution alternative schematics based on existing City ROW, pavement condition information, advantageous outfall locations, and expected utility conflicts in order to relieve problem areas.

c. Conceptual Alternative Evaluation

The Engineer will evaluate conceptual alternatives within the dynamic modeling software in order to determine their effectiveness in addressing the identified deficiencies. Improvement alternatives will be evaluated on potential benefit in reduction of flooding extents, improvement type (roadway, ditch, storm sewer, open channel) and construction disruption.

d. Alternative refinement and evaluation

The Engineer will refine the conceptual improvement alternatives within the dynamic modeling software in order to optimize system performance and maximize reduction in flooding extents. A recommended alternative will be documented that defines proposed improvements to roadway and drainage infrastructure.

e. Planning Level Cost estimates

The Engineer will develop planning level cost estimates will be prepared for each of the recommended alternatives. The Engineer will develop an Estimate of Probable Construction Cost (EPCC) for each alternative. The cost estimates should include all major project items such as inlet counts, storm sewer linear footages, major utility relocations and pavement or concrete replacement with an overall 30% contingency. It is anticipated that unit costs will be provided by the City. If City provided unit costs are not available, available regional unit costs will be used. The Engineer's cost estimates and/or construction costs, if any, provided as part of the services under the Agreement are made on the basis of Engineer's knowledge, experience and qualifications and represent Engineer's judgment as an experienced professional engineer. Engineer does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by Engineer.

f. Project benefit determination

The Engineer will determine the benefits of the improvement projects in a GIS based approach in order to determine reduction in flooded areas, reduction in flooded structures, passable intersections, and other categories determined by the City.

g. Recommended Project Prioritization

Improvement projects will be prioritized and ranked according to reduction in flooded structures, reduction in overall damage, benefit/cost ratios, passable intersections, and other categories as determined by the City. This task also includes effort for developing and refining the prioritization categories and scoring criteria.

h. Quality Assurance / Quality Control

QA/QC review process will be documented at major milestones.

9. Community Rating System

a. CRS support

The Engineer will develop and produce information for the support of CRS for the City's next renewal period in 2016.

10. Plan for Undeveloped Zones

a. Identify Undeveloped Areas

The Engineer will identify the undeveloped portions of the City and areas expected to develop in the future. A desktop assessment existing infrastructure will be performed and documented utilizing previously collected MDP information. Improvements to meet future development needs that meet City Criteria will be identified and developed.

b. Strategy for undeveloped portions of City (BUDGETARY AND LOOSELY DEFINED TASK)

The Engineer with City assistance will develop and recommend strategies for the undeveloped portions of the City. It is anticipated that this effort will seek to identify the ultimate development conditions of the undeveloped areas based on projected land use and known development plans, as well as identify the overall development strategy and concepts for the undeveloped portions of the city.

c. Identify regional and subregional drainage improvements

The Engineer will seek to identify regional and subregional drainage improvements in

order to plan for future development. Regional solutions that address existing deficiencies and facilitate future development will be explored, and preliminary estimations of developer impact fees will be identified.

d. Review Infrastructure design requirements

The Engineer will review and evaluate current City infrastructure criteria for consistency with current regional criteria standards. Specific attention will be given to development of undeveloped land. This effort will involve determining criteria update goals, evaluating and comparing other regional criteria, recommending draft criteria updates, and finalizing the criteria updates.

e. Quality Assurance / Quality Control

QA/QC review process will be documented at major milestones.

11. Final Report

a. Report Text

The Engineer will develop and create a report documenting the process for the MDP. The MDP report will include a discussion of the work performed, general methodology, assumptions applied during the course of study, a discussion of the study goal, the reported drainage problems, possible structural flooding, system capacity issues, a discussion of deviations from general methodology, and a discussion of findings and recommendations. The overall format and organization of the report will be submitted to the City ahead of report development for approval. Improvement alternatives will be documented and an assessment of project need, benefit, and potential challenges such as ROW or environmental impacts will be addressed. A draft report will be compiled to include text, model output, exhibits, and appendices for the City's review. All Microsoft Word and Excel documents used to generate the draft report are to be included as well as the final models, shapefiles, databases, and worksheets used will be included on a DVD.

b. Exhibits and GIS Output

i. Drainage Area Map

System level existing conditions drainage area maps will be produced for the City. The drainage area map will be presented in a format that clearly shows the storm system node-link layout and subareas delineated by boundary line. The drainage area maps will include the drainage area name, and contributing drainage area.

ii. Drainage Area and Hydrologic Information Map

A system level drainage area map will be produced for the City. The maps will be presented in a format that clearly shows the actual drainage area boundaries with drainage area names, hydrologic information values labeled over an aerial image background.

iii. Inundation Map

Inundation exhibits will be produced for the drainage systems within the City that clearly show the storm system node-link layout and inundation areas for

the frequency storms studied. These exhibits will include the inundation extents and inundation depths for existing conditions and the preferred alternative.

iv. Improvement Overview Map

Plan view exhibits will be developed for the City for the existing conditions showing the existing infrastructure, and for each improvement alternative that identify proposed improvements such as roadway improvements, drainage infrastructure improvements, detention, swales, and easements. The proposed improvements will be clearly identified and documented.

c. Quality Assurance / Quality Control

QA/QC review process will be documented at major milestones.

City of Beaumont

Master Drainage Plan

Task Summary Table

	Task	Estimated Effort Percent of Total Contract
1	General Project Management	13.1%
2	Data Collection	2.1%
3	Schematic Development	19.2%
4	Condition Assessment	2.2%
5	Initial Analysis	3.0%
6	Survey	15.2%
7	Existing Conditions Evaluation	24.8%
8	Capital Improvement Identification	10.4%
9	Community Rating System	0.7%
10	Plan for Undeveloped Zones	3.4%
11	Final Report	5.8%
12	Direct Costs and Reimbursable Expenses	0.3%
		100.00%

Percent allocations subject to change throughout the life of the contract.

City of Beaumont

Master Drainage Plan

Labor Rate Table

Position	Hourly Rates
Principal	$250.00
Team Leader	$220.00
Project Manager	$200.00
Senior Engineer	$180.00
Project Engineer	$160.00
Engineer III	$140.00
Engineer II	$120.00
Engineer	$100.00
GIS Technician	$110.00
Technical/Designer	$90.00
Administrative Support	$90.00

Rates subject to a maximum 5% increase for each year of the contract beyond year 1.

City of Beaumont

Master Drainage Plan

Reimbursable Expenses Rate Table

Expenses	Unit	Fixed Cost	Maximum Cost
Mileage	mile		Current IRS Rate*
Standard Postage	letter		Current Postal Rate*
Overnight Mail - letter size	each		$35.00
Overnight Mail - oversized box	each		$45.00
Courier Services (Deliveries)	each		$50.00
Photocopies B/W (8 1/2" X 11")	each	$0.10	
Photocopies B/W (11" X 17")	each	$0.20	
Photocopies Color (8 1/2" X 11")	each	$0.75	
Photocopies Color (11" X 17")	each	$1.25	
Digital Ortho Plotting	sheet	$1.50	
Plots (B/W on Bond)	square foot	$0.50	
Plots (Color on Bond)	square foot	$2.00	
Plots (Color on Photographic Paper)	square foot	$4.00	
Report Binding	each	$3.00	
CD Archive	each	$2..00	
Digital Photo Printing	each	$0.50	

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October 11, 2016

Consider an ordinance amending Section 22.05.211(c) of the Code of Ordinances by making changes to the City's recycling service

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Jarmon, Executive Assistant to the City Manager
MEETING DATE:	October 11, 2016
REQUESTED ACTION:	Council consider an ordinance amending section 22.05.211 (c) of the Code of Ordinances by making changes to the City's recycling service.

BACKGROUND
On August 23, 2016 the City Council voted to institute a voluntary single stream curbside recycling program in the City of Beaumont. As part of the program, the Council authorized a monthly recycling fee of $11.50 per month and a recycling container fee of $58.00. The recycling container was to remain the property of the City of Beaumont.

After receiving feedback from potential customers, staff has determined that it would be more appropriate to allow customers to retain ownership of the recycling container after paying the $58.00 fee. The ordinance under consideration today removes the language stating that the recycling container remains the property of the City of Beaumont.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of ordinance.

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

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

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

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

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

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

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 22, ARTICLE 22.05, SECTION 22.05.211(c)(1)(a) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS REMOVING THE REFERENCE TO THE CONTAINERS TO REMAIN THE PROPERTY OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 22, Article 22.05, Section 22.05.211(c)(1)(a) of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

Sec. 22.05.211 Residential & Recycling Service

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

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

(A) A recycling container service fee of fifty eight dollars ($58.00) per container.

Section 2.

That if any section, subsection, sentence, clause of phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 3.

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

Section 4.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 11th day of October, 2016.

_____

- Mayor Becky Ames -