



**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    NOVEMBER 12, 2014    1:30 P.M.**

**CONSENT AGENDA**

- \* Approval of minutes – October 28, 2014
- \* Confirmation of committee appointments
- A) Approve the purchase of a new single-ply roof system from LiquaTech Waterproofing/Roofing/Sheetmetal for the Fire Department Administration/Museum Facility located at 400 Walnut Street
- B) Approve a sixty month lease for photocopiers from Ricoh USA, Inc. of Beaumont for use in various departments
- C) Approve the purchase of aqua ammonia from Southern Ionics, Corp. for use in the Water Department
- D) Approve a contract with Insituform Technologies, LLC, of Cypress for work related to the Karen Lane Sanitary Sewer Rehabilitation II Project
- E) Authorize the Mayor to execute an agreement with the Texas Department of Transportation regarding funding for the replacement of the Laurel Avenue Bridge
- F) Authorize the acceptance of a ten foot wide Exclusive Water Line Easement located at 4104 Dowlen Road

# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Keith Folsom, Facilities Maintenance Superintendent

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution approving the purchase of a new single-ply roof system from LiquaTech Waterproofing/Roofing/Sheetmetal in the amount of \$104,845 for the Fire Department Administration/Museum Facility located at 400 Walnut Street.

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## **BACKGROUND**

Pricing was obtained from LiquaTech utilizing the Choice Partners Cooperative procurement process. Choice Partners Cooperative provides municipalities with the means to purchase construction services at competitive prices contracted under the procurement statues of the State of Texas.

The Fire Department Administration/Museum Building was originally constructed in 1929 and the current roof system was installed in 1990. The current roof system is twenty-four (24) years old and is experiencing several roof leaks due to the age of the materials. The roof system has exceeded the anticipated 20 year life expectancy, therefore it must be replaced. The new single-ply roof system will provide a higher insulation value, windstorm rating, and protect the building for a minimum of twenty years.

The new roof system will have a twenty (20) year manufacturer's No Dollar Limit Warranty.

## **FUNDING SOURCE**

Capital Reserve Fund.

## **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to Texas Liqua Tech Services, Inc, of Houston, Texas, in the estimated amount of \$104,845 through the Choice Partners Purchasing Cooperative Program administered by the Harris County Department of Education for the purchase of a new single-ply roof system for the Fire Department Administration/Museum facility; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Texas Liqua Tech Services, Inc., of Houston, Texas, for the purposes described herein.

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

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- Mayor Becky Ames -

# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer *LC*

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution approving a sixty (60) month lease for photocopiers from Ricoh USA, Inc., of Beaumont in the estimated annual amount of \$80,749.

**BACKGROUND**

Lease pricing for the copiers was obtained from the Texas Department of Information Resources (DIR). The DIR pricing complies with the State of Texas procurement statutes, is competitively bid and affords cities and political subdivisions with the means to lease specialized equipment at volume pricing.

Fifty (50) copiers currently in use throughout the city require replacement due to expiration of leases. In most departments, the copier serves as the centralized printer as well as a scanner and copier. The new Ricoh brand copiers will have industry standard features such as automatic duplexing, bypass trays, enlargement and reduction, finish staplers, fax ready and scan in color.

**FUNDING SOURCE**

Number of Copiers	Funding Source	Annual Amount
1	Solid Waste Fund	\$1,497
1	Hotel Occupancy Tax Fund	\$1,436
3	Fleet Fund	\$4,491
4	Water Fund	\$5,927
41	Capital Reserve Fund	\$67,398
50	Total	\$80,749

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a sixty (60) month Lease Agreement with Ricoh USA, Inc., of Beaumont, Texas, through the State of Texas Department of Information Resources (DIR) contract, in the estimated annual amount of \$80,749 for photocopiers for use by various City Departments.

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

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- Mayor Becky Ames -

# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer *LC*

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution approving the purchase of aqua ammonia from Southern Ionics, Corp., in the amount of \$62,916.60 for use in the Water Department.

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**BACKGROUND**

Bids were requested for an annual contract to supply water treatment chemicals. Aqua ammonia is used to disinfect and purify the City's water supply. Six (6) vendors were notified; three (3) vendors responded. There are no local suppliers of this product. Low bid price is approximately \$25.17 per ton less than the previous contract. Bid tabulation is as follows:

Vendor	Tons	Unit Price	Total
Southern Ionics, Corp. West Point, MS	60	\$1,048.61	\$62,916.60
GC3 Specialty, Inc. Houston, TX	60	\$1,060.00	\$63,600.00
Univar, Inc. Kent, WA	60	NO BID	

**FUNDING SOURCE**

Water Utilities Fund.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for the purchase of aqua ammonia for use by the Water Department; and,

WHEREAS, Southern Ionics, Corp., of West Point, Mississippi, submitted a bid in the unit amounts shown on Exhibit "A," attached hereto, for an estimated amount of \$62,916.60; and,

WHEREAS, City Council is of the opinion that the bid submitted by Southern Ionics, Corp., of West Point, Mississippi, in the amount of \$62,916.60 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 Southern Ionics, Corp., of West Point, Mississippi, for an annual contract for the purchase of aqua ammonia for use by the Water Department in the estimated amount of \$62,916.60 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 Southern Ionics, Corp., of West Point, Mississippi, for the purposes described herein.

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

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- Mayor Becky Ames -

# BEAUMONT

T E X A S

Annual Contract for Aqua Ammonia

City of Beaumont Texas  
Purchasing Division Bid Tabulation

Bid Name: Annual Contract for Aqua Ammonia  
 Bid Number: BF1015-04  
 Bid Opening: Thursday, October 30, 2014

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

Vendor	City / State	Phone or Fax No.	DESC	ITEM	QTY (TONS)	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
						GC3 Chemicals Houston (713) 802-1761		Southern Ionics West Point, MS (662) 494-3055		Univar Kent, WA	
1			Aqua Ammonia		60	\$1,060.00	\$63,600.00	\$1,048.61	\$62,916.60	NO BID	
						GC3 Chemicals		Southern Ionics			
<b>TOTAL BID</b>											
<b>Product Bid</b>						Harcross Chemical, Pencoco, Brenntag Southwest, Air Gas					
No Response:											

EXHIBIT "A"

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Dr. Hani J. Tohme, P.E., Director of City Utilities

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution approving a contract with Insituform Technologies, LLC, of Cypress, Texas for work related to the Karen Lane Sanitary Sewer Rehabilitation II Project in the amount of \$16,720.

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**BACKGROUND**

Insituform Technologies, LLC, has a patented system that installs a cured-in-place pipe (CIPP) that will eliminate water infiltration into the sanitary sewer system, restore the structural integrity of the existing pipe, and increase the flow capacity of the existing pipe.

The proposed contract will furnish all labor, materials, equipment, and services necessary to perform four (4) point repairs on the last 200 feet of the existing 6-inch sanitary sewer line on Karen Lane. The pipe is in very poor condition and cannot be relined without performing the point repairs.

Pricing was obtained through the Texas Association of School Boards (BuyBoard) Contract No. 354-10. BuyBoard is a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized services at volume pricing. BuyBoard complies with State of Texas procurement statutes.

**FUNDING SOURCE**

Capital Program.

**RECOMMENDATION**

Approval of resolution.



11702-B Grant Road,  
Suite 127  
Cypress, TX 77429  
Phone: 281-467-2865  
Fax: 866-575-8422

October 27, 2014

Beaumont, City of  
1350 Langham Road  
Beaumont, TX 77707

Attn: Molly Villarreal  
Sent by email to: mvillarreal@ci.beaumont.tx.us

# Proposal

Project Name: **Beaumont, TX \* Karen Street \* 2013 Sanitary Sewer Rehabilitation Project – Part 2**

INSITUFORM TECHNOLOGIES, LLC. herein proposes to furnish a proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project utilizing the Texas Statewide Cooperative Purchasing Contract administered through the Buy Board Contract No.354-10.

## ASSUMPTIONS AND QUALIFICATIONS

The City of Beaumont, TX will provide all necessary access to manholes, permits, and water for cleaning, televising and CIPP installation.

## PROPOSAL PRICING

Bid Item #	Bid Item	Unit of Measure	Quantity	Unit Price	Total
CO1 1	Mobilization - excavation crew	EA	1	\$1,000.00	\$1,000.00
CO1 2	Point repair 6" up to 10' long	EA	4	\$3,000.00	\$12,000.00
CO1 3	Extra length point repair	LF	5	\$60.00	\$300.00
CO1 4	Hand excavation (if needed)	EA	2	\$550.00	\$1,100.00
CO1 5	Mobilization - CCTV crew	EA	1	\$1,000.00	\$1,000.00
CO1 6	Reclean and TV 6" after point repair	LF	480	\$2.75	\$1,320.00
					\$16,720.00

ABOVE PRICING (CO1.2) IS BASED UPON FOUR POINT REPAIRS. IF LESS THAN FOUR POINT REPAIRS ARE ACTUALLY DONE THEN POINT REPAIR (CO1.2) UNIT PRICE WILL BE ADJUSTED ACCORDINGLY.

ABOVE PRICING EFFECTIVE THROUGH NOVEMBER 15, 2014

## PROPOSAL INCLUSIONS

The prices stated in this proposal include:

**Insituform® Proposal: Beaumont, TX \* Karen Street \* 2013 Sanitary Sewer Rehabilitation Project – Part 2**

1. Mobilization and Demobilization
2. Post TV
3. Confined space safe entry practices
4. Standard Insurance

**PROPOSAL EXCLUSIONS**

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Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC.** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC.:**

1. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
2. Legal dumpsite for debris resulting from pipe cleaning.
3. TxDOT Traffic Control Plan & Permit
4. Project permits and/or local licenses.
5. State and local sales and/or use taxes on the value of the project.
6. Additional premiums for special insurance coverage(s) particular to this project.
7. Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.

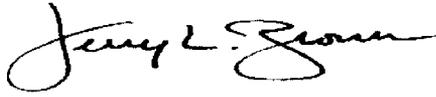
**PROPOSAL TERMS AND CONDITIONS**

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- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC.**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC.**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC.** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
  - b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
  - c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
  - d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary.
  - e) Quantities are estimated. Unit prices apply for actual invoice and payment.
  - f) Payments are due at net within 30 days of invoice. Final payment is due within 30 days of completion.
  - g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
  - h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
  - i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

**OFFERED BY**

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**INSITUFORM TECHNOLOGIES, LLC**



**JERRY L. BROWN,  
BUSINESS DEVELOPMENT MANAGER**

**ACCEPTED** \_\_\_\_\_  
CITY OF BEAUMONT, TX

**Reviewed and approved on 10/17/13 by :  
Andy Ozment, Area Manager**

**Date** \_\_\_\_\_

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a contract with Insituform Technologies, LLC, of Cypress, Texas, in the amount of \$16,720 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program to furnish all labor, materials, equipment, and services necessary to perform four (4) point repairs on the last 200 feet of the existing 6-inch sanitary sewer line for the Karen Lane Sanitary Sewer Rehabilitation II Project.

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

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- Mayor Becky Ames -



**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing the Mayor to execute an agreement with the Texas Department of Transportation (TxDOT) regarding funding for the replacement of the Laurel Avenue Bridge.

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**BACKGROUND**

The Texas Department of Transportation (TxDOT) performs biennial inspections of bridges within the City of Beaumont as part of the Federal Off-System Bridge Program. As a result of the current inspection, the Laurel Avenue Bridge has been deemed structurally deficient and is in need of replacement. The Texas Transportation Commission has awarded federal and state funds for the project.

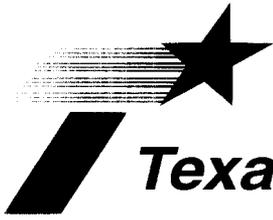
Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), it allows for local government match funding obligations to be waived if the City of Beaumont agrees to perform qualified improvements of equivalent value. The City's currently budgeted purchase of box culverts to improve drainage capacity under the Howell St. drainage crossing satisfies the match funding waiver requirements. According to the terms of this agreement the City must complete the Howell St. drainage improvements within three (3) years following the contract award for the Laurel Avenue Bridge replacement project. The box culverts for the Howell Street project are slated to be delivered this month and construction will be completed by mid 2015.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of resolution.



# Texas Department of Transportation

8350 EASTEX FREEWAY • BEAUMONT TX 77708 • (409) 892-7311

Dr. Joseph G. Majdalani, P.E.  
City of Beaumont  
801 Main Street, Suite 200  
Beaumont, TX 77701

Subject: Resolution and Request for EMP  
Project: BR ( )  
CSJ: 0920-38-256  
Roadway: Laurel Avenue @ Drain Ditch  
NBI #: 20-124-0-B006-78-001

Dear Dr. Majdalani,

Attached, please find two copies of the matching funds waiver resolution and the waiver resolution request letter for Laurel Avenue @ Drain Ditch replacement project. Please return both copies of the resolution and request letter to me with the required signatures for processing. Please note that one original signed copy will be returned to you as part of the funding agreement for this project.

Contact me at 409-898-5755 if you have any questions or need additional information.

Sincerely,

Hien Pham, P.E.  
District Bridge Engineer

cc: file

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

10/27/2014

SUBJECT: Request for Waiver of Local Match Fund  
Participation Requirement on Federal  
Off-System Bridge Program Project

County Jefferson  
Project CSJ 0920-38-256  
Road/Street Laurel Avenue  
NBI Str. No. 20-124-0-B006-78-001  
Local Desig. No. Laurel Avenue

Mr. Tucker Ferguson  
District Engineer  
Texas Department of Transportation  
8350 Eastex Freeway  
Beaumont, TX 77708

Dear Mr. Ferguson,

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

By: \_\_\_\_\_  
Mayor Becky Ames  
City of Beaumont  
State of Texas

Attachment: Resolution

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**For TxDOT Use Only**

\_\_\_\_\_ Waiver Approved  
\_\_\_\_\_ Waiver Disapproved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Tucker Ferguson, P.E.  
District Engineer

Date: \_\_\_\_\_

10/27/2014

SUBJECT: Request for Waiver of Local Match Fund  
Participation Requirement on Federal  
Off-System Bridge Program Project

County Jefferson  
Project CSJ 0920-38-256  
Road/Street Laurel Avenue  
NBI Str. No. 20-124-0-B006-78-001  
Local Desig. No. Laurel Avenue

Mr. Tucker Ferguson  
District Engineer  
Texas Department of Transportation  
8350 Eastex Freeway  
Beaumont, TX 77708

Dear Mr. Ferguson,

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.

By: \_\_\_\_\_  
Mayor Becky Ames  
City of Beaumont  
State of Texas

Attachment: Resolution

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**For TxDOT Use Only**

\_\_\_\_\_ Waiver Approved  
\_\_\_\_\_ Waiver Disapproved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Tucker Ferguson, P.E.  
District Engineer

Date: \_\_\_\_\_

## RESOLUTION

The State of Texas  
County of **Jefferson**.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the **City of Beaumont**, hereinafter referred to as the Local Government owns a bridge located at Drain Ditch, on Laurel Avenue, National Bridge Inventory (NBI) Structure Number **20-124-0-B006-78-001**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114027 dated 8/28/2014, Control-Section-Job (CSJ) Number 0920-38-256; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$26,260, hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
-------------------------------------------------------------------	----------------------	--------------------------------------------	----------------

Drainage District #6, Ditch 119 @ Howell St.	No	Replace exist undersize pipes with box culverts	\$99,972
----------------------------------------------	----	-------------------------------------------------	----------

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

\_\_\_\_\_  
 Mayor Becky Ames  
 City of Beaumont  
 Jefferson County  
 State of Texas

\_\_\_\_\_  
 Date

## RESOLUTION

The State of Texas  
County of **Jefferson**.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the **City of Beaumont**, hereinafter referred to as the Local Government owns a bridge located at Drain Ditch, on Laurel Avenue, National Bridge Inventory (NBI) Structure Number **20-124-0-B006-78-001**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114027 dated 8/28/2014, Control-Section-Job (CSJ) Number 0920-38-256; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$26,260, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
-------------------------------------------------------------------	----------------------	--------------------------------------------	----------------

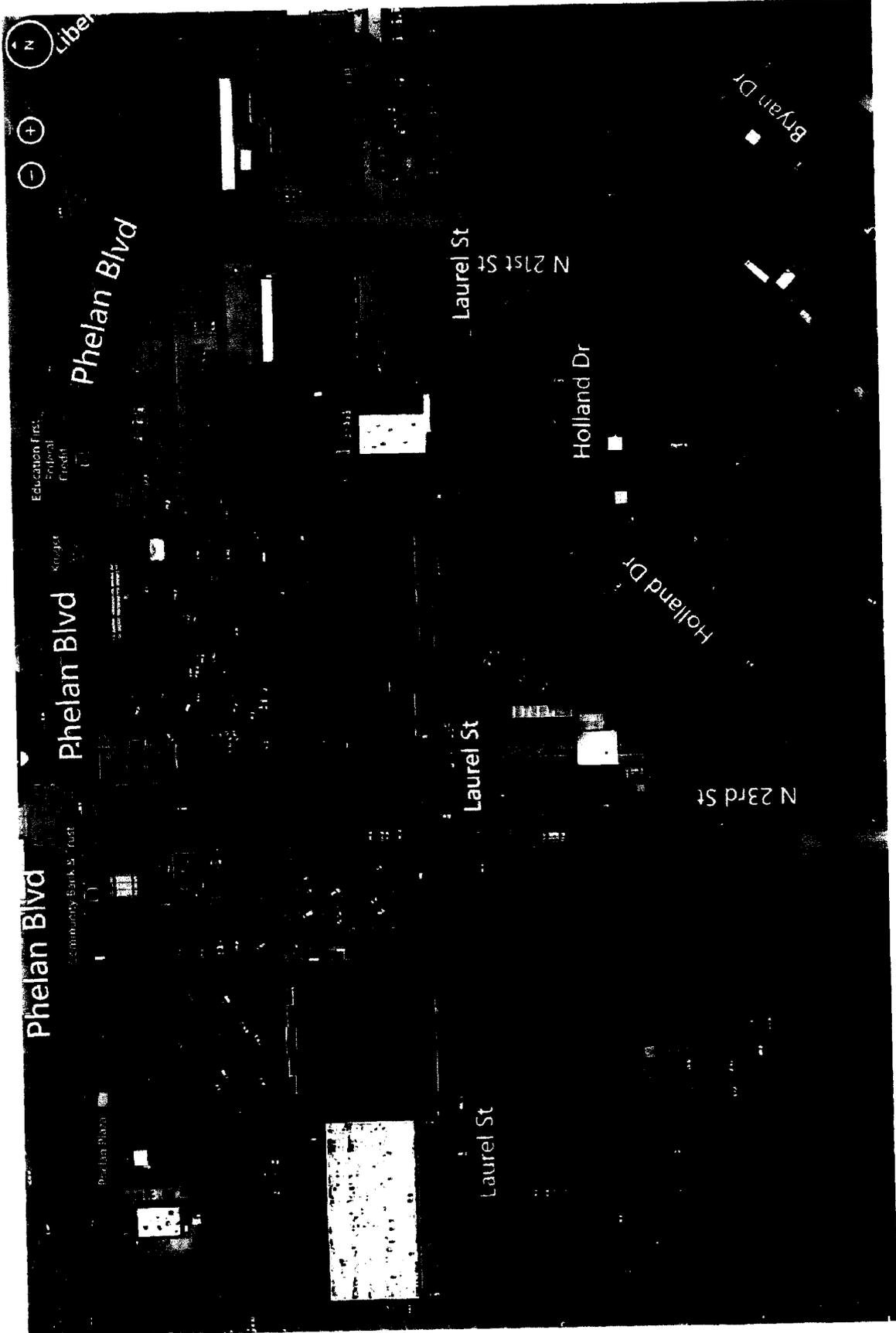
Drainage District #6, Ditch 119 @ Howell St.	No	Replace exist undersize pipes with box culverts	\$99,972
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BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

\_\_\_\_\_  
 Mayor Becky Ames  
 City of Beaumont  
 Jefferson County  
 State of Texas

\_\_\_\_\_  
 Date



Phelan Blvd

Phelan Blvd

Phelan Blvd

Education First:  
School  
Credit

Knickerbocker

Community Bank & Trust

Phelan Plaza

Laurel St

Laurel St

Laurel St

N 21st St

Holland Dr

Holland Dr

N 23rd St

Bryan Dr

## RESOLUTION NO.

WHEREAS, the Federal Off-System bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and,

WHEREAS, the City of Beaumont, hereinafter referred to as the Local Government, owns a bridge located at Drain Ditch, on Laurel Avenue , National Bridge Inventory (NBI) Structure Number 20-124-0-B006-78-001; and,

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114027 dated 8/28/2014, Control-Section-Job (CSJ) Number 0920-38-256; and,

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and,

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and,

WHEREAS, the estimated local match fund participation requirement on the approved Federal Off-System bridge project is \$26,260, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government

proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work;

NOW, THEREFORE, BE 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 Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved Federal Off-System bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
Drainage District #6, Ditch 119 @ Howell	No	Replace exist undersize pipes with box culverts	\$99,972

; and,

BE IT FURTHER RESOLVED THAT in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus

loading if located on a school bus route.

3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

BE IT ALSO RESOLVED THAT the Mayor be and she is hereby authorized to execute the agreement with the Texas Department of Transportation pertaining to the funding for the replacement bridge program.

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

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- Mayor Becky Ames -



**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing the acceptance of a ten foot (10') wide Exclusive Water Line Easement.

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**BACKGROUND**

Lowe's Home Center, LLC has agreed to convey a ten foot (10') wide exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.0626 acre tract out of the F. Bigner Survey, Abstract No. 1. The water line easement is for the new construction of Panera Bread building located at 4104 Dowlen Road.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, Lowe's Home Center, LLC has agreed to convey one (1) ten foot (10') wide exclusive water line easement, said easement being a 0.0626 acre tract out of the F. Bigner Survey, Abstract No. 1, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont for the new construction of a Panera Bread building located at 4104 Dowlen Road; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same 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 one (1) ten foot (10') exclusive water line easement conveyed by Lowe's Home Center, LLC being a 0.0626 acre tract out of the F. Bigner Survey, Abstract No. 1, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, be and the same is hereby, in all things, accepted for the stated purpose.

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

---

- Mayor Becky Ames -



appurtenances, and the following rights are also hereby conveyed:

It is expressly understood and agreed that the City of Beaumont shall have the right of ingress to and egress from the tracts of land hereinbefore described and use of the same for the purposes aforesaid, and giving said City the right and privilege to improve, maintain and operate the same as permitted by law.

GRANTOR agrees not to place any structures or appurtenances within the Easement Property.

If in connection with the use of the easement granted hereunder, Grantee causes any damage to the surface of the tracts of land subject to such easement, Grantee shall (at its sole cost and expense) promptly repair any such damage to restore the surface of the land, insofar as reasonably practicable, to its preexisting condition.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever.

[Signature Pages to follow]

EXECUTED this 5th day of September, 2014.

**"GRANTOR"**

**LOWE'S HOME CENTERS, LLC**  
a North Carolina limited liability company

By: *Gary E. Wyatt*  
Gary E. Wyatt  
Senior Vice President

*MC PHE*  
*TS*  
*C*  
*ML*

ACKNOWLEDGMENT

STATE OF North Carolina X

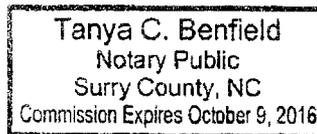
COUNTY OF Wilkes X

BEFORE ME, the undersigned authority, on this day personally appeared Gary E. Wyatt, Sr. Vice President of Lowe's Home Centers, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29<sup>th</sup> day of August 2014.

*Tanya C. Benfield*  
Notary Public, State of NC

RETURN TO: City of Beaumont  
Antoinette Hardy - Engineering  
P. O. Box 3827  
Beaumont, TX 77704



**EXHIBIT "A"**  
**Exclusive Water Line Easement**

Legal Description: 0.0626 Acre Exclusive Water Line Easement  
F. Bigner Survey, Abstract No. 1  
Jefferson County, Texas

**BEING** a 0.0626 acre exclusive water line easement situated in the F. Bigner Survey, Abstract No. 1, Jefferson County, Texas and being out of and part of that certain called 19.7466 acre tract of land as described in a "General Warranty Deed" from SCI Acquisitions – Beaumont, L.C. to Lowe's Home Centers, Inc. as recorded in Clerk's File No. 95-9531358, Official Public Records of Real Property, Jefferson County, Texas, said 0.0626 acre exclusive water line easement being more particularly described as follows:

*NOTE: All bearings are based on the Northeast line of a certain called 0.971 acres tract of land to J. Walker Enterprises, LLC tract as NORTH 40°47'08" WEST as recorded in Clerks's File No. 2011007707 Official Public Records, Jefferson County, Texas.*

**BEGINNING** at a 3/4" iron rod found in the Northerly line of the said 19.7466 acre Lowe's Home Centers, Inc. tract, the same being the Southerly line of that certain called 0.971 acre tract of land to J. Walker Enterprises, LLC recorded in Clerk's File No. 2011007707, Official Public Records, Jefferson County, Texas, said corner being the beginning of a curve turning to the left having a radius of 100.00 feet and being subtended by a chord bearing NORTH 85°13'04" EAST having a chord length of 117.45 feet;

**THENCE** EASTERLY, along and with said curve and for the boundary between the said 19.7466 acre Lowe's Home Centers, Inc. tract and the said 0.971 acre J. Walker Enterprises, LLC tract, for an arc length of 125.53 feet to a scribed "X" in concrete found for corner;

**THENCE** NORTH 49°00'07" EAST, continuing for the boundary between the said 19.7466 acre Lowe's Home Centers, Inc. tract and the said 0.971 acre J. Walker Enterprises, LLC tract, for a distance of 127.72 feet to a scribed "X" in concrete found for corner, said corner being and interior ell corner of the said 19.7466 acre Lowe's Home Centers, Inc. tract, said corner also being the most Easterly corner of said 0.971 acre J. Walker Enterprises, LLC tract;

**THENCE** NORTH 40°47'08" WEST, continuing for the boundary between the said 19.7466 acre Lowe's Home Centers, Inc. tract and the said 0.971 acre J. Walker Enterprises, LLC tract, for a distance of 10.00 feet to a point for corner;

**THENCE** NORTH 49°12'52" EAST, over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for a distance of 10.00 feet to a point for corner;

**THENCE** SOUTH 40°47'08" EAST, continuing over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for a distance of 19.96 feet to a point for corner;

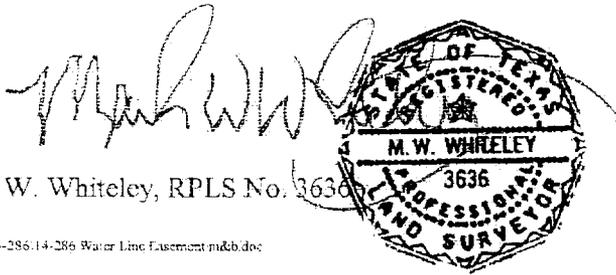
**THENCE** SOUTH 49°00'07" WEST, continuing over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for a distance of 137.71 feet to a point for corner, said corner being the beginning of a curve turning to the right having a radius of 110.00 feet and being subtended by a chord bearing SOUTH 74°53'14" WEST having a chord length of 95.21 feet;

**THENCE** WESTERLY, along and with said curve and continuing over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for an arc length of 98.46 feet to a point for corner;

**THENCE** SOUTH 49°13'48" WEST, continuing over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for a distance of 9.23 feet to a point for corner;

**THENCE** NORTH 40°46'12" WEST, continuing over and across the said 19.7466 acre Lowe's Home Centers, Inc. tract, for a distance of 37.79 feet to the **POINT OF BEGINNING** and containing 0.0626 Acres, more or less.

This legal description is being submitted along with a plat based on this survey. (see EXHIBIT "B").



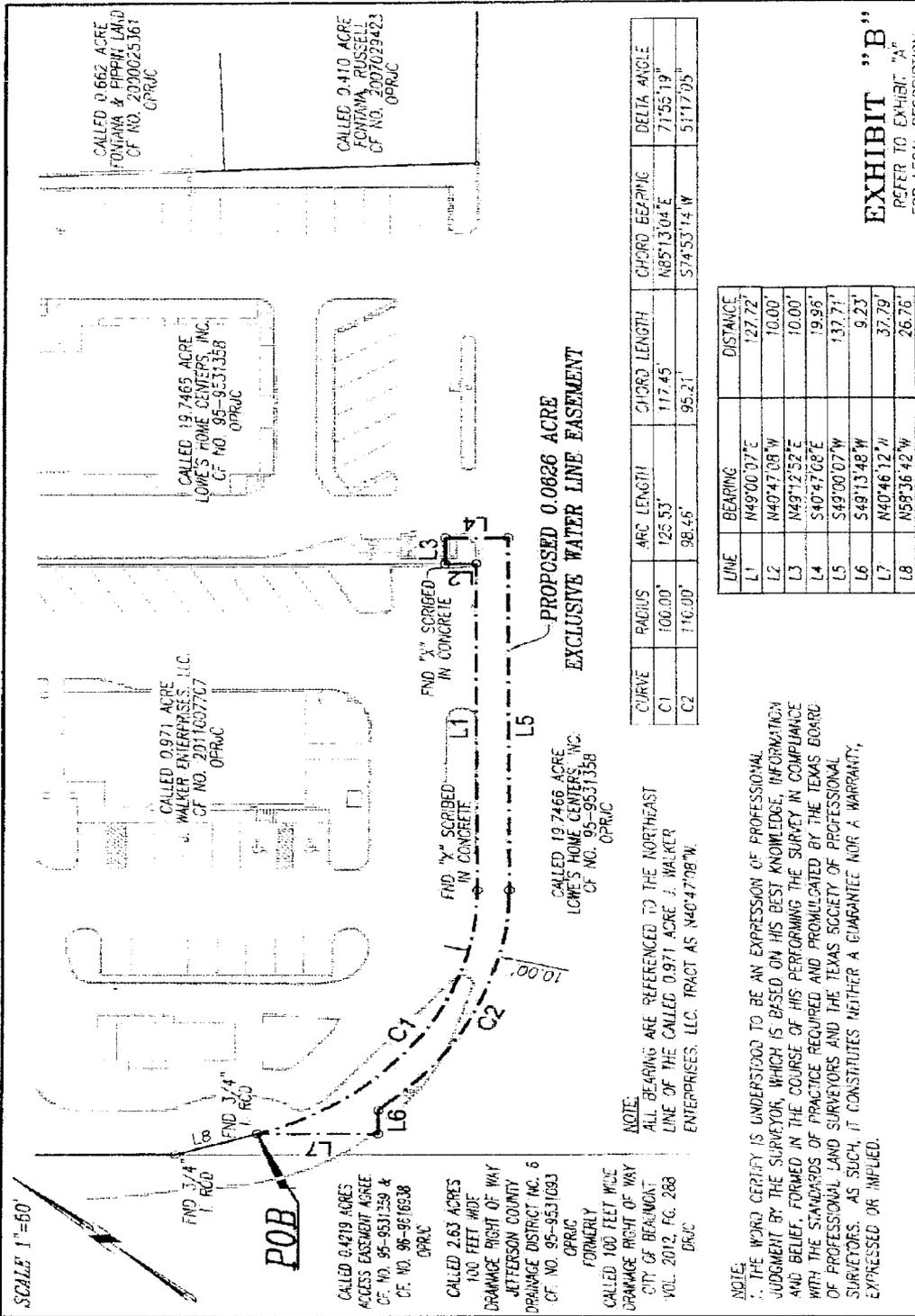
Mark W. Whiteley, RPLS No. 3636

W:\2014\14-286\14-286 Water Line Easement m&b.doc

EXHIBIT "A"

Page 2 of 2

MARK W. WHITELEY AND ASSOCIATES, INC.



**EXHIBIT "B"**  
 REFER TO EXHIBIT "A"  
 FOR LEGAL DESCRIPTION

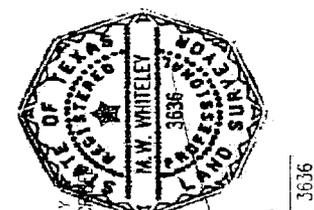
**0.0626 ACRE  
 EXCLUSIVE WATER  
 LINE EASEMENT  
 F. BIGNER SURVEY  
 ABSTRACT NO. 1  
 JEFFERSON COUNTY  
 TEXAS**

**FEIGHTS VENTURE ARCHITECTS, LLP.**

DR. BY: SWM  
 VER. 200 2014  
 SHEET NO. 14-286  
 SCALE: 1"=50'  
 FILE: VA 2014-11-28A  
 REV. 14-286 (Revised Easement) 0

MARK W. WHITELEY  
 AND ASSOCIATES  
 INCORPORATED  
 CONSULTING ENGINEERS  
 SURVEYORS, AND PLANNERS  
 7200 Regalwood Building  
 Room 7-3800  
 HOUSTON, TEXAS 77060-5488  
 (713) 401-5800

P. O. BOX 680  
 BEAUMONT, TEXAS 77705-0680  
 (409) 401-5800



TO THE OWNERS OF THE PREMISES SURVEYED  
 AS OF THE DATE OF THIS SURVEY:

MARK W. WHITELEY DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY  
 MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED  
 HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME  
 OF THE SURVEY.

*Mark W. Whiteley*

MARK W. WHITELEY — REGISTERED PROFESSIONAL LAND SURVEYOR No. 3636

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	160.00'	125.53'	117.45'	N85°13'04"E	71°55'19"
C2	116.00'	98.46'	95.21'	S74°53'14"W	51°17'05"

LINE	BEARING	DISTANCE
L1	N49°00'07"E	127.72'
L2	N40°47'08"W	10.00'
L3	N49°12'52"E	10.00'
L4	S40°47'08"E	19.96'
L5	S49°00'07"W	137.71'
L6	S48°13'48"W	9.23'
L7	N40°46'12"W	37.79'
L8	N58°36'42"W	26.76'

**NOTE:**  
 ALL BEARINGS ARE REFERENCED TO THE NORTHEAST  
 LINE OF THE CALLED 0.971 ACRE J. WALKER  
 ENTERPRISES, LLC TRACT AS N40°47'08"W.

THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL  
 JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION  
 AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE  
 WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD  
 OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL  
 SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY,  
 EXPRESSED OR IMPLIED.

# BEAUMONT

TEXAS

## REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS    NOVEMBER 12, 2014    1:30 P.M.

### AGENDA

#### CALL TO ORDER

- \* Invocation                      Pledge                      Roll Call
- \* Presentations and Recognition
- \* Public Comment: Persons may speak on scheduled agenda items 1-6/Consent Agenda
- \* Consent Agenda

#### GENERAL BUSINESS

1. Consider amending various sections of Chapter 14 of the Code of Ordinances related to facility rental rates within the Event Facilities Department
2. Consider adopting changes to the Alcoholic Beverage Ordinance
3. Consider amending various sections of Chapter 10 of the Code of Ordinances related to food establishments and mobile food units
4. Consider adopting an ordinance establishing various fees and charges for the Municipal Tennis Center
5. Consider a resolution approving the purchase of in-car video equipment and software from WatchGuard Video for use by the Police Department
6. Consider a resolution authorizing an agreement with Lockwood, Andrews, Newman, Inc. for the City of Beaumont Master Drainage Plan

#### PUBLIC HEARING

- \* Receive comments related to the Juvenile Curfew Ordinance
7. Consider readopting the Juvenile Curfew Ordinance

## **WORK SESSION**

- \* Review and discuss the proposed Senior Center Project and the Riverfront Improvement Project
- \* Review and discuss clinical services provided by the Public Health Department
- \* Review and discuss various leave time provided to civilian employees

## **COMMENTS**

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

## **EXECUTIVE SESSION**

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

Justin Jackson vs. City of Beaumont; Cause No. B-195,252

Estate of Stanley Leger

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

- \* 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:

Fair Energy Operations - Beaumont, LLC; Landfill Property Lease

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

**November 12, 2014**

Consider amending various sections of Chapter 14 of the Code of Ordinances related to facility rental rates within the Event Facilities Department

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# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Lenny Caballero, Director of Event Facilities

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider amending various sections of Chapter 14 of the Code of Ordinances related to facility rental rates within the Event Facilities Department.

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## **BACKGROUND**

In a work session held on October 28, 2014, the City Manager discussed the adoption of a revised Event Facilities Use Rate Schedule. The proposed changes will clarify and streamline facility usage as it relates to rental times, fees, and set-up requirements, in addition to creating consistent and user-friendly language throughout the ordinance. See attachment.

## **FUNDING SOURCE**

Not applicable.

## **RECOMMENDATION**

Approval of ordinance.

**ARTICLE 14.05 CIVIC CENTER COMPLEX EVENT FACILITIES**

**Sec. 14.05.001 Definitions**

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

All day. Use of a facility ~~beginning before noon and ending after 6:00 p.m.~~ from 8:00am until 12:00am

Civic Center complex Beaumont Event Facilities. ~~The Beaumont Civic Center, the Julie Rogers Theatre for the Performing Arts, the Jefferson Theatre, Event Centre, Great Lawn, the Harvest Club, Riverfront Park, Alice Keith Park Community Center, Rogers Park Community Center, John Paul Davis Community Center, Central Park Community Center and grounds contiguous to those facilities.~~

Commercial event. Any event ~~hosted by a for-profit organization or business, which does not meet the definition of a "noncommercial event."~~

Evening. ~~Use of a facility beginning after 6:00 p.m. and ending at midnight.~~

Event staff. ~~All employees necessary for any use of a facility other than management and operation staff, specifically including, but not limited to, security personnel and stagehands.~~

Gross receipts. ~~All monies received from the sale of tickets, less admission taxes, excise taxes or sales taxes levied by the city, county, state, or federal government.~~

Lease. ~~The written, typewritten or printed document, with any amendments or supplements, signed by the lessee and the city under the authority and conditions as herein provided, which document grants permission to use a facility of the Civic Center complex.~~

Local. ~~Within the city. An organization will be considered "local" for purposes of this article if a majority of its members are residents of the city.~~

Matinee. ~~Use of a facility beginning after 8:00 a.m. and ending before 6:00 p.m.~~

Net square feet. ~~That space occupied by exhibits and exhibitors, not including aisles.~~

Noncommercial event. ~~An event sponsored/contracted by any of the following organizations, where the entire net proceeds from said event are retained by the sponsoring organization, or individuals:~~

- ~~(1) Local nonprofit civic organizations;~~
- ~~(2) Local nonprofit fraternal organizations;~~

- (3) ~~Local~~ nonprofit educational institutions;
- (4) ~~Local~~ nonprofit religious organizations;
- (5) ~~Local~~ charitable organizations.
- (6) Individuals sponsoring weddings, birthdays, and all other private events as determined by the Director of Event Facilities

Rental: Actual day of event (does not include rehearsal, move-in, or move-out).

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(1958 Code, sec. 9B-1; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 1, adopted 12/26/99; 1978 Code, sec. 20-20; Ordinance 07-055, sec. 6, adopted 5/8/07)

**Sec. 14.05.002 Use rate schedule**

The following rates will apply to the use of Beaumont Event Facilities; ~~the Civic Center complex facilities:~~

- (1) ~~The Civic Center:~~
    - (A) Commercial: Minimum rental shall be two thousand (\$2,000.00) dollars per all-day (8:00 am - 12:00 am); ~~or ten (10) percent of gross receipts, whichever is greater. However, in In~~ consideration for city participation in furnishing facilities and other assistance, higher percentage additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the ~~city manager~~City Manager.
    - (B) Noncommercial ~~(minimum rental):~~ Minimum rental shall be one-thousand five hundred dollars (\$1,500.00) per day (8:00 am-12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.
      - (i) ~~Matinee (8:00 am - 6:00 pm): \$1,200.00 (includes Saturday and Sunday).~~
      - (ii) ~~Evening (6:00 pm - 12:00 am): \$1,200.00.~~
      - (iii) ~~All day (8:00 am - 12:00 am): \$1,500.00.~~
- ~~—However, in consideration for city participation in furnishing facilities and other assistance, higher minimum rentals or percentage rates may be negotiated. Any deviation from minimum rental shall first be approved by the city manager.~~

~~(C)~~ Meeting room rates are as follows.

~~(C2)~~ Auxiliary Meeting Spaces rooms in the Civic Center:

~~(iA)~~ Commercial/Noncommercial:

- ~~(ai)~~ Hourly (minimum two hour rental), per space: \$100 per hour  
Matinee (8:00 am – 6:00 pm), per room: \$150.00.
- ~~(ii)~~ Evening (6:00 pm – 12:00 am), per room: \$150.00.
- ~~(iii)~~ All day (8:00 am – 12:00 am), per room: \$250.00.

~~(B)~~ Noncommercial:

- ~~(i)~~ Matinee (8:00 am – 6:00 pm), per room: \$100.00.
- ~~(ii)~~ Evening (6:00 pm – 12:00 am), per room: \$100.00.
- ~~(iii)~~ All day (8:00 am – 12:00 am), per room: \$150.00.

~~(23)~~ The Julie Rogers Theatre for the Performing Arts:

~~(A)~~ Commercial: Minimum rental shall be one thousand two hundred (\$1,000.00 1,200.00) dollars per all-day (8:00 am - 12:00 am), or ten (10) percent of gross receipts, whichever is greater; however, in In consideration for city participation in furnishing facilities and other assistance, higher percentage additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the ~~city manager~~City Manager.

~~(B)~~ Noncommercial (minimum rental): Minimum rental shall be one-thousand dollars (\$1,000.00) per day (8:00 am-12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

- ~~(i)~~ Matinee (8:00 am – 6:00 pm): \$700.00.
- ~~(ii)~~ Evening (6:00 pm – 12:00 am): \$700.00.
- ~~(iii)~~ All day (8:00 am – 12:00 am): \$950.00.

~~However, in consideration for city participation in furnishing facilities and other assistance, higher minimum rentals of percentage rates may be negotiated. Any deviation from minimum rental shall first be approved by the city manager.~~

(C4) Auxiliary Meeting Spaces rooms in the Julie Rogers Theatre:

(iA) Commercial/Noncommercial:

(ai) Hourly (minimum two hour rental) per space: \$100 per hour  
Matinee (8:00 am – 6:00 pm), per room: \$150.00.

(ii) ~~Evening (6:00 pm – 12:00 am), per room: \$150.00.~~

(iii) ~~All day (8:00 am – 12:00 am), per room: \$250.00.~~

(B) ~~Noncommercial:~~

(i) ~~Matinee (8:00 am – 6:00 pm), per room: \$100.00.~~

(ii) ~~Evening (6:00 pm – 12:00 am), per room: \$100.00.~~

(iii) ~~All day (8:00 am – 12:00 am), per room: \$150.00.~~

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(35) The Jefferson Theatre:

(A) Commercial: Minimum rental shall be one thousand dollars (\$1,000.00)  
per all-day (8:00 am - 12:00 am), or ten (10) percent of gross receipts,  
whichever is greater; however, in consideration for city participation in  
furnishing facilities and other assistance, higher percentage additional rates or  
fees may be negotiated. Any deviation from minimum rental shall first be  
approved by the city manager/City Manager.

(B) Noncommercial (minimum rental): Minimum rental shall be eight  
hundred dollars (\$800.00) per day (8:00 am-12:00 am). In consideration for city  
participation in furnishing facilities and other assistance, additional rates or fees  
may be negotiated. Any deviation from minimum rate shall first be approved by  
the City Manager.

(i) ~~Matinee (8:00 am – 6:00 pm): \$700.00.~~

(ii) ~~Evening (6:00 pm – 12:00 am): \$700.00.~~

(iii) ~~All day (8:00 am – 12:00 am): \$950.00.~~

~~However, in consideration for city participation in furnishing facilities and other~~  
~~assistance, higher minimum rentals or percentage may be negotiated. Any deviation~~  
~~from minimum rental shall first be approved by the city manager.~~

(C6) Auxiliary Meeting Spaces in the Jefferson Theatre

(iA) Commercial/Noncommercial

(a.) Hourly (minimum two hour rental) per space: \$100 per hour

(467) Event Center Centre :

(A) Commercial: Minimum rental shall be one thousand five hundred dollars (\$1,500.00) per all-day (8:00 a.m. - 12:00 a.m), ~~or ten (10) percent of gross receipts, whichever is greater. However, in~~ In consideration for city participation in furnishing facilities and other assistance, higher percentage additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the city managerCity Manager.

(B) Noncommercial (minimum rental): In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Minimum rate may be negotiated if an organization leases the facility ten (10) or more dates within a calendar year. Any deviation from minimum rental shall first be approved by the City Manager.:

(i) Matinee (8:00 am - 6:00 pm): ~~\$500.00 \$900.00.~~

(ii) Evening (6:00 pm - 12:00 am): \$900.00

(iii) All day (8:00 am - 12:00 am): ~~\$1,200.00 \$1,125.00.~~

(C) Meeting:

(i) Hourly (minimum two hour rental between 8:00 am and 5:00 pm): \$100 per hour

~~However, in consideration for city participation in furnishing facilities and other assistance, higher minimum rentals or percentage rates may be negotiated. Any deviation from minimum rental shall first be approved by the city manager.~~

(578) Great Lawn:

In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(A) Commercial: All day (8:00 am - 12:00 am): \$1,000.00.

(B) Noncommercial: All day (8:00 am - 12:00 am): ~~\$500.00~~ \$750.00.

~~However, in consideration for city participation in furnishing facilities and other assistance, higher minimum rentals or percentage rates may be negotiated. Any deviation from minimum rental shall first be approved by the city manger.~~

(689) Riverfront Park:

(A) Commercial: Minimum rental shall be ~~nine hundred one-thousand dollars (\$1,000.00 \$900.00) dollars per all day (8:00 am - 12:00 am), or ten (10) percent of gross receipts, whichever is greater.~~ However, in consideration for city participation in furnishing facilities and other assistance, higher percentage additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the city managerCity Manager.

(B) ~~Noncommercial (minimum rental):~~ Minimum rental shall be one five hundred dollars (\$500.00) per day (8:00 a.m. - 12:00 a.m). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the City Manager.

~~(i) Matinee (8:00 am - 6:00 pm): \$500.00.~~

~~(ii) Evening (6:00 pm - 12:00 pm): \$500.00.~~

~~(iii) All day (8:00 am - 12:00 am): \$750.00~~

~~Any deviation from minimum rental shall first be approved by the city managerCity Manager.~~

~~(C) Amphitheater: \$150.00.~~

~~(D) Pavilion only: \$250.00, all day (8:00 am - 12:00 am).~~

(7409) After midnight:

When any of the facilities of the Event Facilities Civic Center complex are used between the hours of 12:00 a.m. through 7:00 a.m., said use shall be at the following hourly rates:

Civic Center, per hour: \$500.00

Civic Center Meeting \$100.00

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RoomsSpaces, per hour, per room  
space:

Julie Rogers Theatre, per hour: \$300.00

Julie Rogers Theatre Meeting  
RoomsSpaces, per hour, per room  
space: \$100.00

Jefferson Theatre, per hour: \$300.00

Jefferson Theatre Meeting Spaces,  
per hour, per space: \$100.00

Event Center, per hour: \$300.00

Event Centre Meeting Spaces per  
hour, per space: \$100.00

(84011) Community Centers: The Community Center rental rates are as follows:

Alice Keith, per hour (minimum two  
hour rental) \$75.00

Central Park, per hour (minimum two  
hour rental) \$75.00

~~Northend~~-John Paul Davis, per hour  
(minimum two hour rental) ~~\$65.00~~  
\$75.00

Rogers Park, per hour (minimum two  
hour rental) \$75.00

Set-up and take-down of tables and  
chairs: \$25.00

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Set-up and take-down is allowed thirty (30) minutes before and after any event.

(9442) Showmobile. The following rates will apply to the rental of the city showmobile:

(A) <u>Commercial Daily Rate:</u>	<u>\$300.00</u>
	<u>\$500.00</u>
(B) <u>Noncommercial Daily Rate:</u>	<u>\$300.00</u>
If out of city: Plus mileage	<u>\$5.00</u> per mile
If rented for 10 or more <u>consecutive</u> days, daily rate	<u>\$150.00</u>

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(1958 Code, sec. 9B-2; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 79-85, sec. 1, adopted 10/9/79; Ordinance 83-121, sec. 1 (exhibit A), adopted 9/27/83; Ordinance 95-60, sec. 1, adopted 9/19/95; Ordinance 99-99, sec. 2, adopted 12/26/99; Ordinance 03-102, sec. 1, adopted 12/9/03; 1978 Code, sec. 20-21; Ordinance 07-055, sec. 7, adopted 5/8/07; Ordinance 08-007, sec. 1, adopted 1/15/08; Ordinance 09-013, sec. 1, adopted 3/24/09; Ordinance 10-044, sec. 1, adopted 6/15/10)

**Sec. 14.05.003 ~~Additional Fees~~ Computation of rates for trade shows, exhibitions and sales displays; scope of services provided for fees**

(a) ~~Rates quoted for trade shows, exhibitions and sales displays are daily and based on net square feet. A set-up and move-out charge will be fifty (50) percent of the daily rental. Facility rentals, used for the setup for an event or for moving out after an event, where the facility is not available for other rentals, will be fifty (50) percent of the contracted rental rate.~~

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(b) ~~All rates include the use of normal janitorial services for one performance per day, heat and air conditioning, overhead illumination and water as installed on the premises. Additional fees may. Rates do not include special employees auxiliary labor, food service, license fees, broadcast fees, booth equipment, electrical outlets, set-up and tear down, staging, draping, tables, chairs, and service and any other special equipment necessary for the presentation of a show or an event. Arrangements for all special employees needs must be made with the city manager City Manager or his designee.~~

(1958 Code, sec. 9B-4; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 3, adopted 12/26/99; 1978 Code, sec. 20-22)

**Sec. 14.05.004 ~~Additional charge if broadcast involved~~**

~~Every applicant for a lease of any Civic Center facility shall, in such application, state whether he intends to broadcast or telecast any event, program or speech in any Civic Center complex~~

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facility. An additional broadcast fee may be charged at the discretion of the city manager or his designee. (1958 Code, sec. 9B-14; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 78-44, sec. 3, adopted 11/11/78; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-23)

**Sec. 14.05.005 Times of payment of rental and charges**

Fifty (50) percent of the total rental is payable at the time of execution of the ~~lease contract~~ of any ~~Civic Center~~ Beaumont Event-facility. The balance of all rentals and fees must be paid seven (7) days prior to the final use of any of the facilities unless authorized by the Director of Event Facilities. If more than one request is received for the same facility on the same date, the city may require full payment in advance upon demand. All payments shall be nonrefundable in the event of cancellation by the lessee unless authorized by the Director of Event Facilities. Should any lessee fail to make the necessary payments as provided herein, all monies previously paid by the lessee shall become the property of the city and shall not be refunded. (1958 Code, sec. 9B-9; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-24)

**Sec. 14.05.006 Food and beverage ~~concessionaire~~ approval**

Any food and beverage served at the Civic Center, Julie Rogers Theatre, and Jefferson Theatre ~~complex facilities~~ shall be served only by a concessionaire ~~who has been approved by the city or~~ with whom the city has a ~~concession food and beverage~~ contract unless authorized by the Director of Event Facilities. (1958 Code, sec. 9B-6; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-25)

**~~Sec. 14.05.007 Use for convention~~**

~~The city manager or his designee may grant permission to use any of the facilities of the Civic Center complex to any corporation, association, club or society during an international, national, state or regional convention, seminar or meeting thereof which is a convention of record as recorded by or in the files of the International Association of Convention Bureaus or with the convention and tourism bureau of the city, in accordance with the rental rates as set out herein. (1958 Code, sec. 9B-7; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 4, adopted 12/26/99; 1978 Code, sec. 20-26)~~

**Sec. 14.05.008 Bond of commercial user**

The city may require a bond of any person as a prerequisite to the rental of any Beaumont Event ~~Civic Center complex~~-facility for commercial use if said person has failed to perform in accordance with its contract with any facility in the United States within the last forty-eight (48) months, or has never entered into and performed successfully under a contract with any facility in the United States within the last twelve (12) months. Said bond shall be in a penal amount as determined by the ~~city manager~~ City Manager or his designee, and shall guarantee that the principal shall well and faithfully perform every term and condition of his contract lease and shall comply with all the laws of the state and ordinances and regulations of the city. Said bond shall be written by an insurance company licensed to do business in the state and shall be subject

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to the approval of the city. (1958 Code, sec. 9B-8; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-27)

**Sec. 14.05.009 ~~Box office rates fees~~**

Box office ~~rates~~ fees shall be as follows:

- (1) Three (3) percent of the gross receipts or a minimum charge of \$150.00;
- (2) Applicable fees associated with credit card usage;
- ~~(3) -- Ticket sellers on day of event.~~

(1958 Code, sec. 9B-10; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 5, adopted 12/26/99; 1978 Code, sec. 20-28; Ordinance 07-055, sec. 8, adopted 5/8/07)

**Sec. 14.05.010 ~~Prohibited uses~~**

Any use of the Beaumont Event Civic Center ~~complex~~ facilities which is contrary to the public health, safety, welfare, or morals, or not in the best interest of the city as determined by the ~~city manager~~ City Manager or his designee, shall be prohibited, and any contract lease ~~previously~~ executed may be revoked for such cause and any unearned deposits may be refunded. Any performer or any other person whose conduct is disorderly or disruptive to facility use shall be refused entrance or shall be ejected from the premises as necessary. (1958 Code, sec. 9B-11; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-29)

**Sec. 14.05.011 ~~Advertising~~**

No person shall advertise a performance or attraction to be held in any Beaumont Event Civic Center ~~complex~~ facility until the contract lease for said facility has been properly executed and all contracts between all parties, ~~involved have been executed and exhibited to the director of the event facilities department.~~ All advertisements for performance or attractions for which an admission is to be charged ~~must state the total admission prices.~~ Failure to comply with this section will result in forfeiture of all monies paid the city, and may result in refusal by the city to contract lease any facilities to said person in the future. (1958 Code, sec. 9B-12; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-30; Ordinance 07-055, sec. 9, adopted 5/8/07)

**Sec. 14.05.012 ~~Denial of rental request~~**

The ~~city manager~~ or his designee may deny rental of any of the facilities for bookings of a similar nature in the same promotional period of time. (1958 Code, sec. 9B-12; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-31; Ordinance 07-055, sec. 10, adopted 5/8/07)

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**Sec. 14.05.013 Promulgation of rules, regulations and documents; execution of documents**

The ~~city manager~~ City Manager is hereby authorized to promulgate rules, regulations and rental documents concerning the use and operation of the ~~Civic Center complex~~ Beaumont Event facilities. The ~~city manager~~ City Manager or his designee is hereby authorized to execute all documents necessary for the rental or ~~lease contract~~ of the ~~Civic Center complex~~ Beaumont Event facilities. (1958 Code, sec. 9B-15; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-32)

## ARTICLE 14.05 EVENT FACILITIES

### Sec. 14.05.001 Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

All day. Use of a facility from 8:00 am until 12:00 am

Beaumont Event Facilities. Beaumont Civic Center, Julie Rogers Theatre, Jefferson Theatre, Event Centre, Great Lawn, , Riverfront Park, Alice Keith Park Community Center, Rogers Park Community Center, John Paul Davis Community Center, Central Park Community Center and grounds contiguous to those facilities.

Commercial event. Any event hosted by a for-profit organization or business.

Gross receipts. All monies received from the sale of tickets.

Noncommercial event. An event contracted by any of the following organizations or individuals:

- (1) nonprofit civic organizations;
- (2) nonprofit fraternal organizations;
- (3) nonprofit educational institutions;
- (4) nonprofit religious organizations;
- (5) charitable organizations;
- (6) individuals sponsoring weddings, birthdays, and all other private events as determined by the Director of Event Facilities.

Rental: Actual day of event (does not include rehearsal, move-in, or move-out).

(1958 Code, sec. 9B-1; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 1, adopted 12/26/99; 1978 Code, sec. 20-20; Ordinance 07-055, sec. 6, adopted 5/8/07)

### Sec. 14.05.002 Use rate schedule

The following rates will apply to the use of Beaumont Event Facilities:

(1) Civic Center

(A) Commercial: Minimum rental shall be two-thousand (\$2,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one-thousand five hundred (\$1,500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Civic Center

(i) Commercial/Noncommercial:

(a) Hourly (minimum two hour rental), per space: \$100 per hour

(2) Julie Rogers Theatre

(A) Commercial: Minimum rental shall be one-thousand two hundred (\$1,200.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one-thousand (\$1,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Julie Rogers Theatre

(i) Commercial/Noncommercial:

(a) Hourly (minimum two hour rental) per space: \$100 per hour

(3) Jefferson Theatre

(A) Commercial: Minimum rental shall be one-thousand (\$1,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be

negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be eight hundred (\$800.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Jefferson Theatre

(i) Commercial/Noncommercial

(a) Hourly (minimum two hour rental) per space: \$100 per hour

(4) Event Centre

(A) Commercial: Minimum rental shall be one-thousand five hundred (\$1,500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the City Manager.

(B) Noncommercial (minimum rental): In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Minimum rate may be negotiated if an organization leases the facility ten (10) or more dates within a calendar year. Any deviation from minimum rental shall first be approved by the City Manager.

(i) Matinee (8:00 am - 3:00 pm): \$500.00

(iii) All day (8:00 am - 12:00 am): \$1,200.00

(C) Meeting:

(i) Hourly (minimum two hour rental between 8:00 am and 5:00 pm): \$100 per hour

(5) Great Lawn

In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(A) Commercial: All day (8:00 am - 12:00 am): \$1,000.00

(B) Noncommercial: All day (8:00 am - 12:00 am): \$500.00

(6) Riverfront Park

(A) Commercial: Minimum rental shall be one-thousand (\$1,000.00) dollars. In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one five hundred (\$500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the City Manager.

(7) After midnight

When any of the facilities of the Event Facilities are used between the hours of 12:00 am through 7:00 am, said use shall be at the following hourly rates:

Civic Center, per hour: \$500.00

Civic Center Meeting Spaces, per hour, per space: \$100.00

Julie Rogers Theatre, per hour: \$300.00

Julie Rogers Theatre Meeting Spaces, per hour, per space: \$100.00

Jefferson Theatre, per hour: \$300.00

Jefferson Theatre Meeting Spaces, per hour, per space: \$100.00

Event Center, per hour: \$300.00

Event Centre Meeting Spaces, per hour, per space: \$100.00

(8) Community Centers

Alice Keith, per hour (minimum two hour rental)	\$75.00
Central Park, per hour (minimum two hour rental)	\$75.00
John Paul Davis, per hour (minimum two hour rental)	\$75.00
Rogers Park, per hour (minimum two hour rental)	\$75.00
Set-up and take-down of tables and chairs:	\$25.00

Set-up and take-down is allowed thirty (30) minutes before and after any event.

(9) Showmobile

(A) Commercial Daily Rate:	\$500.00
(B) Noncommercial Daily Rate:	\$300.00
If rented for 10 or more consecutive days, daily rate	\$150.00

(1958 Code, sec. 9B-2; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 79-85, sec. 1, adopted 10/9/79; Ordinance 83-121, sec. 1 (exhibit A), adopted 9/27/83; Ordinance 95-60, sec. 1, adopted 9/19/95; Ordinance 99-99, sec. 2, adopted 12/26/99; Ordinance 03-102, sec. 1, adopted 12/9/03; 1978 Code, sec. 20-21; Ordinance 07-055, sec. 7, adopted 5/8/07; Ordinance 08-007, sec. 1, adopted 1/15/08; Ordinance 09-013, sec. 1, adopted 3/24/09; Ordinance 10-044, sec. 1, adopted 6/15/10)

**Sec. 14.05.003 Additional Fees**

Facility rentals, used for the setup for an event or for moving out after an event, where the facility is not available for other rentals, will be fifty (50) percent of the contracted rental rate.

Additional fees may include auxiliary labor, food service, license fees, broadcast fees, booth equipment, electrical outlets, set-up and tear down, staging, draping, tables, chairs, and service and any other special equipment necessary for the presentation of an event. Arrangements for all special needs must be made with the City Manager or his designee.

(1958 Code, sec. 9B-4; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 3, adopted 12/26/99; 1978 Code, sec. 20-22)

**Sec. 14.05.005 Times of payment of rental and charges**

Fifty (50) percent of the total rental is payable at the time of execution of the contract of any Beaumont Event facility. The balance of all rentals and fees must be paid seven (7) days prior to the final use of any of the facilities unless authorized by the Director of Event Facilities. If more than one request is received for the same facility on the same date, the city may require full payment in advance upon demand. All payments shall be nonrefundable in the event of cancellation by the lessee unless authorized by the Director of Event Facilities. Should any lessee fail to make the necessary payments as provided herein, all monies previously paid by the lessee shall become the property of the city and shall not be refunded. (1958 Code, sec. 9B-9; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-24)

**Sec. 14.05.006 Food and beverage**

Any food and beverage served at the Civic Center, Julie Rogers Theatre, and Jefferson Theatre shall be served only by a concessionaire with whom the city has a food and beverage contract unless authorized by the Director of Event Facilities. (1958 Code, sec. 9B-6; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-25)

**Sec. 14.05.008 Bond of commercial user**

The city may require a bond of any person as a prerequisite to the rental of any Beaumont Event facility for commercial use if said person has failed to perform in accordance with its contract with any facility in the United States within the last forty-eight (48) months, or has never entered into and performed successfully under a contract with any facility in the United States within the last twelve (12) months. Said bond shall be in a penal amount as determined by the City Manager or his designee, and shall guarantee that the principal shall well and faithfully perform every term and condition of his contract and shall comply with all the laws of the state and ordinances and regulations of the city. Said bond shall be written by an insurance company licensed to do business in the state and shall be subject to the approval of the city. (1958 Code, sec. 9B-8; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-27)

**Sec. 14.05.009 Box office fees**

Box office fees shall be as follows:

- (1) Three (3) percent of the gross receipts or a minimum charge of \$150.00;
- (2) Applicable fees associated with credit card usage

(1958 Code, sec. 9B-10; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; Ordinance 99-99, sec. 5, adopted 12/26/99; 1978 Code, sec. 20-28; Ordinance 07-055, sec. 8, adopted 5/8/07)

**Sec. 14.05.010 Prohibited uses**

Any use of the Beaumont Event facilities which is contrary to the public health, safety, welfare, or morals, or not in the best interest of the city as determined by the City Manager or his designee, shall be prohibited, and any contract previously executed may be revoked for such cause and any unearned deposits may be refunded. Any performer or any other person whose conduct is disorderly or disruptive to facility use shall be refused entrance or shall be ejected from the premises as necessary. (1958 Code, sec. 9B-11; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-29)

**Sec. 14.05.011 Advertising**

No person shall advertise a performance or attraction to be held in any Beaumont Event facility until the contract for said facility has been properly executed and all contracts between all parties. Failure to comply with this section will result in forfeiture of all monies paid the city, and may result in refusal by the city to contract any facilities to said person in the future. (1958 Code, sec. 9B-12; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-30; Ordinance 07-055, sec. 9, adopted 5/8/07)

**Sec. 14.05.013 Promulgation of rules, regulations and documents; execution of documents**

The City Manager is hereby authorized to promulgate rules, regulations and rental documents concerning the use and operation of the Beaumont Event facilities. The City Manager or his designee is hereby authorized to execute all documents necessary for the rental or contract of the Beaumont Event facilities. (1958 Code, sec. 9B-15; Ordinance 76-74, sec. 1, adopted 6/22/76; Ordinance 83-121, sec. 1, adopted 9/27/83; 1978 Code, sec. 20-32)

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 14, ARTICLE 14.05, SECTION 14.05.001; REPEALING SECTION 14.05.002 AND ADOPTING A NEW SECTION 14.05.002; AMENDING SECTION 14.05.003; REPEALING SECTION 14.05.004; AMENDING SECTIONS 14.05.005 AND 14.05.006; REPEALING SECTION 14.05.007; AMENDING SECTIONS 14.05.008, 14.05.009, 14.05.010 AND 14.05.011; REPEALING SECTION 14.05.12; AND, AMENDING SECTION 14.05.13 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS REVISING EVENT FACILITIES FEE RATES AND FACILITY USAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 14, Article 14.05, Section 14.05.001, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.001 Definitions**

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

All day. Use of a facility from 8:00 am until 12:00 am

Beaumont Event Facilities. Beaumont Civic Center, Julie Rogers Theatre, Jefferson Theatre, Event Centre, Great Lawn, Riverfront Park, Alice Keith Park Community Center, Rogers Park Community Center, John Paul Davis Community Center, Central Park Community Center and grounds contiguous to those facilities.

Commercial event. Any event hosted by a for-profit organization or business.

Gross receipts. All monies received from the sale of tickets.

Noncommercial event. An event contracted by any of the following organizations or individuals:

- (1) nonprofit civic organizations;
- (2) nonprofit fraternal organizations;

- (3) nonprofit educational institutions;
- (4) nonprofit religious organizations;
- (5) charitable organizations;
- (6) individuals sponsoring weddings, birthdays, and all other private events as determined by the Director of Event Facilities.

Rental: Actual day of event (does not include rehearsal, move-in, or move-out).

## Section 2.

That Chapter 14, Article 14.05, Section 14.05.002, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Section 14.05.002 and a new Section 14.05.002 is adopted to read as follows:

### **Sec. 14.05.002 Use rate schedule**

The following rates will apply to the use of Beaumont Event Facilities:

(1) Civic Center

(A) Commercial: Minimum rental shall be two-thousand (\$2,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one-thousand five hundred (\$1,500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Civic Center

(i) Commercial/Noncommercial:

(a) Hourly (minimum two hour rental), per space: \$100 per hour

(2) Julie Rogers Theatre

(A) Commercial: Minimum rental shall be one-thousand two hundred (\$1,200.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or

fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one-thousand (\$1,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Julie Rogers Theatre

(i) Commercial/Noncommercial:

(a) Hourly (minimum two hour rental) per space: \$100 per hour

(3) Jefferson Theatre

(A) Commercial: Minimum rental shall be one-thousand (\$1,000.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be eight hundred (\$800.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rate shall first be approved by the City Manager.

(C) Auxiliary Meeting Spaces in the Jefferson Theatre

(i) Commercial/Noncommercial

(a) Hourly (minimum two hour rental) per space: \$100 per hour

(4) Event Centre

(A) Commercial: Minimum rental shall be one-thousand five hundred (\$1,500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the City Manager.

(B) Noncommercial (minimum rental): In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Minimum rate may be negotiated if an organization leases the facility ten (10) or more dates within a calendar year. Any deviation from minimum rental shall first be approved by the City Manager.

- (i) Matinee (8:00 am - 3:00 pm): \$500.00
- (iii) All day (8:00 am - 12:00 am): \$1,200.00

(C) Meeting:

- (i) Hourly (minimum two hour rental between 8:00 am and 5:00 pm): \$100 per hour

(5) Great Lawn

In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

- (A) Commercial: All day (8:00 am - 12:00 am): \$1,000.00
- (B) Noncommercial: All day (8:00 am - 12:00 am): \$500.00

(6) Riverfront Park

(A) Commercial: Minimum rental shall be one-thousand (\$1,000.00) dollars. In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall first be approved by the City Manager.

(B) Noncommercial: Minimum rental shall be one five hundred (\$500.00) dollars per day (8:00 am - 12:00 am). In consideration for city participation in furnishing facilities and other assistance, additional rates or fees may be negotiated. Any deviation from minimum rental shall be approved by the City Manager.

(7) After midnight

When any of the facilities of the Event Facilities are used between the hours of 12:00 am through 7:00 am, said use shall be at the following hourly rates:

Civic Center, per hour:	\$500.00
Civic Center Meeting Spaces, per hour, per space:	\$100.00
Julie Rogers Theatre, per hour:	\$300.00
Julie Rogers Theatre Meeting Spaces, per hour, per space:	\$100.00

Jefferson Theatre, per hour: \$300.00

Jefferson Theatre Meeting Spaces, per hour, per space: \$100.00

Event Centre, per hour: \$300.00

Event Centre Meeting Spaces, per hour, per space: \$100.00

(8) Community Centers

Alice Keith, per hour (minimum two hour rental) \$75.00

Central Park, per hour (minimum two hour rental) \$75.00

John Paul Davis, per hour (minimum two hour rental) \$75.00

Rogers Park, per hour (minimum two hour rental) \$75.00

Set-up and take-down of tables and chairs: \$25.00

Set-up and take-down is allowed thirty (30) minutes before and after any event.

(9) Showmobile

(A) Commercial Daily Rate: \$500.00

(B) Noncommercial Daily Rate: \$300.00

If rented for 10 or more consecutive days, daily rate \$150.00

Section 3.

That Chapter 14, Article 14.05, Section 14.05.001, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

### **Sec. 14.05.003 Additional Fees**

Facility rentals, used for the setup for an event or for moving out after an event, where the facility is not available for other rentals, will be fifty (50) percent of the contracted rental rate.

Additional fees may include auxiliary labor, food service, license fees, broadcast fees, booth equipment, electrical outlets, set-up and tear down, staging, draping, tables, chairs, and service and any other special equipment necessary for the presentation of an event. Arrangements for all special needs must be made with the City Manager or his designee.

#### Section 4.

That Chapter 14, Article 14.05, Section 14.05.004, of the Code of Ordinances of the City of Beaumont, be and the same is hereby repealed.

#### Section 5.

That Chapter 14, Article 1Section 14.05.005, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

### **Sec. 14.05.005 Times of payment of rental and charges**

Fifty (50) percent of the total rental is payable at the time of execution of the contract of any Beaumont Event facility. The balance of all rentals and fees must be paid seven (7) days prior to the final use of any of the facilities unless authorized by the Director of Event Facilities. If more than one request is received for the same facility on the same date, the city may require full payment in advance upon demand. All payments shall be nonrefundable in the event of cancellation by the lessee unless authorized by the Director of Event Facilities. Should any lessee fail to make the necessary payments as provided herein, all monies previously paid by the lessee shall become the property of the city and shall not be refunded.

#### Section 6.

That Chapter 14, Article 14.05, Section 14.05.006, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

### **Sec. 14.05.006 Food and beverage**

Any food and beverage served at the Civic Center, Julie Rogers Theatre, and Jefferson Theatre shall be served only by a concessionaire with whom the city has a food and beverage contract unless authorized by the Director of Event Facilities.

Section 7.

That Chapter 14, Article 14.05, Section 14.05.007, of the Code of Ordinances of the City of Beaumont, be and the same is hereby repealed.

Section 8.

That Chapter 14, Article 14.05, Section 14.05.008, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.008 Bond of commercial user**

The city may require a bond of any person as a prerequisite to the rental of any Beaumont Event facility for commercial use if said person has failed to perform in accordance with its contract with any facility in the United States within the last forty-eight (48) months, or has never entered into and performed successfully under a contract with any facility in the United States within the last twelve (12) months. Said bond shall be in a penal amount as determined by the City Manager or his designee, and shall guarantee that the principal shall well and faithfully perform every term and condition of his contract and shall comply with all the laws of the state and ordinances and regulations of the city. Said bond shall be written by an insurance company licensed to do business in the state and shall be subject to the approval of the city.

Section 9.

That Chapter 14, Article 14.05, Section 14.05.009, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.009 Box office fees**

Box office fees shall be as follows:

- (1) Three (3) percent of the gross receipts or a minimum charge of \$150.00;
- (2) Applicable fees associated with credit card usage

Section 10.

That Chapter 14, Article 14.05, Section 14.05.010, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.010 Prohibited uses**

Any use of the Beaumont Event facilities which is contrary to the public health, safety, welfare, or morals, or not in the best interest of the city as determined by the City Manager or his designee, shall be prohibited, and any contract previously executed may be revoked for such cause and any unearned deposits may be refunded. Any performer or any other person whose conduct is disorderly or disruptive to facility use shall be refused entrance or shall be ejected from the premises as necessary.

Section 11.

That Chapter 14, Article 14.05, Section 14.05.011, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.011 Advertising**

No person shall advertise a performance or attraction to be held in any Beaumont Event facility until the contract for said facility has been properly executed and all contracts between all parties. Failure to comply with this section will result in forfeiture of all monies paid the city, and may result in refusal by the city to contract any facilities to said person in the future.

Section 12.

That Chapter 14, Article 14.05, Section 14.05.012, of the Code of Ordinances of the City of Beaumont, be and the same is hereby repealed.

Section 13.

That Chapter 14, Article 14.05, Section 14.05.013, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended to read as follows:

**Sec. 14.05.013 Promulgation of rules, regulations and documents; execution of documents**

The City Manager is hereby authorized to promulgate rules, regulations and rental documents concerning the use and operation of the Beaumont Event facilities. The City Manager or his designee is hereby authorized to execute all documents necessary for the rental or contract of the Beaumont Event facilities.

Section 14.

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

Section 15.

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

Section 16.

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

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

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- Mayor Becky Ames -

**November 12, 2014**

Consider adopting changes to the Alcoholic Beverage Ordinance

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Tyrone E. Cooper, City Attorney

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider adopting changes to the Alcoholic Beverage ordinance.

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**BACKGROUND**

In a work session held on August 26, 2014 the City Attorney’s office discussed the adoption of a revised Alcoholic Beverage ordinance. The proposed changes will streamline the current process and give greater enforcement authority to City agencies.

After the work session, the ordinance was revised to address concerns raised by the Council. The suggested fee for replacement permits is consistent with the fees imposed for same or similar City services. The recommendation to include a process that allows for an appeal of a denial is also a standard procedure in other licensing/permitting ordinances, and would offer congruity among these types of ordinances. Additional changes include, specific instructions on the placement of permits, late penalties for untimely renewals, and expanded inspection authority. Under the previous ordinance authority was limited to the Public Health Director; under the revised ordinance all city code enforcement officials will have the authority to inspect premises regulated under this ordinance. The modified ordinance also imposes criminal penalties for non-compliance.

This ordinance is enabled by the Texas Alcoholic Beverage Code and meets the state’s standards.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 6 BY REPEALING ARTICLE 6.03 AND ADOPTING A NEW CHAPTER 6, ARTICLE 6.03 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS ADDRESSING THE SALE OF ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 6 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Article 6.03 and a new Article 6.03 is adopted to read as follows:

**ARTICLE 6.03 ALCOHOLIC BEVERAGES**

**Division 1. Generally**

**Sec. 6.03.001 Definitions.**

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Applicant. A person that submits an original or renewal application for a permit. The applicant is the intended person in charge of the establishment.

City Manager. The City Manager of the City of Beaumont or the designated representative of the City Manager.

Chief Building Official. The Chief Building official for the City of Beaumont or the designated representative of the Chief Building official.

Church. A building, in possession of a certificate of occupancy, in which persons regularly assemble for purposes of religious worship, intended primarily for purposes connected with such worship or for propagating a particular form of religious belief.

Establishment. The intended site for which the permit will be issued.

Fire Chief. The Chief of the City of Beaumont Fire Department or the designated representative of the Chief of the Fire Department.

Permit. A current, valid permit issued by the City Manager pursuant to the terms of this Article to an applicant.

Permit Holder. A person how has been issued a permit pursuant to this Article.

Person. A natural person or association of natural persons, trustee, receiver, partnership, corporation, organization, or the manager, agent, servant, or employee of any of them.

Police Chief. The Chief of the City of Beaumont Police Department or the designated representative of the Chief of the Police Department.

Public Health Director. The Public Health Director for the Public Health Department for the City of Beaumont or the designated representative of the Public Health Director.

School. A building, in possession of a certificate of occupancy, where persons regularly assemble for the purpose of instruction or education together with the playgrounds, stadia and other structures or grounds used in conjunction therewith. The term is limited to:

- (1) Public and private schools used for primary or secondary education, in which any regular kindergarten or grades 1 through 12 classes are taught; and
- (2) Special education facilities in which students who have physical or learning disabilities receive specialized education in lieu of attending regular classes in kindergarten or any grades 1 through 12.

## **Division 2. Permits**

### **Sec. 6.03.002 Permits.**

- (a) It shall be unlawful for any person to do the following in an establishment without first obtaining a permit issued pursuant to this Article by the City:
  - (1) Manufacture, distill, brew, sell, possess, import into this state, export from this state, transport, distribute, warehouse, or store any liquor or alcoholic beverage;
  - (2) Solicit or take orders for any liquor or alcoholic beverage; or

(3) Bottle, rectify, blend, treat, fortify, mix or process any liquor or alcoholic beverage.

(b) A permit issued under this Article is non-transferable and non-refundable.

**Sec. 6.03.003 Display.**

It shall be unlawful for any person required to obtain a permit hereunder to fail to keep the same displayed in a conspicuous place at or near the principal public entrance in the establishment for which it was issued.

**Sec. 6.03.004 Application, term.**

(a) A permit issued under this Article does not vest any property rights in the applicant or permit holder.

(b) All permits, excluding mixed beverages and late beverages, shall be valid for a two (2) year period starting from the date of issuance.

(c) Permits for mixed beverages and late beverages shall be valid for a three (3) year period and upon renewal shall be valid for a two (2) year period.

(d) The application for permit shall be submitted with the prescribed fee as outlined in the fee schedule. The application must be completed for each location sought to be permitted. The following information is required in the application:

(1) Name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the proposed establishment, and if incorporated, the name registered with the Secretary of State;

(2) Name, address, and telephone number of the person(s) in charge of the establishment to be permitted;

(3) Whether a previous permit of the applicant has been revoked within three (3) years of filing of the application; and

(4) A statement that all the facts contained in the application are true and correct.

(5) Proof of a valid state permit.

**Sec. 6.03.005 Renewal.**

- (a) An application for renewal must be submitted thirty (30) days before the expiration date of the existing permit to the City Manager on a form provided by the City for such purpose.
- (b) The renewal application must be submitted with the prescribed fee not to exceed one-half the state fee.
- (c) Applications submitted after the expiration date of the previous permit will be assessed a fifty dollar (\$50.00) penalty.

**Sec. 6.03.006 Grounds for denial or revocation.**

- (a) The City Manager shall refuse to approve the issuance or renewal of a permit or shall revoke a permit for one or more of the following reasons:
  - (1) A false statement as to a material matter made in an application for a permit or renewal of a permit.
  - (2) Revocation of a permit; pursuant to this Article, of the applicant or corporate officer of the applicant within three (3) years preceding the filing of the application.

**Sec. 6.03.007 Appeal from denial or revocation.**

If the City Manager denies, refuses to approve the issuance of a permit or the renewal of a permit to an applicant, or revokes a permit issued under this Article, this action is final unless the applicant or permit holder, within ten (10) days after the receipt of written notice of the action, files a written appeal to the City Council by delivering said notice to the City Clerk setting forth the specific grounds for the appeal. The City Council shall either hear the appeal or select a hearing officer to preside over the appeal hearing. The City Council or hearing officer shall within fourteen (14) days of the notice of appeal grant a hearing to consider the action. The City Council and hearing officer have the authority to sustain, reverse, or modify the action appealed. The decision of either the City Council or hearing officer is final.

**Sec. 6.03.008 Transfer of permit.**

- (a) A permit issued under the provisions of this Article shall be specific to the establishment site and personal to the permit holder thereof and shall not be transferable or assignable.
- (b) A separate permit is required for each establishment.

**Sec. 6.03.009 Replacement permits.**

- (a) A replacement permit shall be issued to the original applicant for one lost, destroyed, or mutilated after a written application is submitted with a fee of fifteen dollars (\$15.00) to the City Manager on a form provided by the City for such purpose.
- (b) A replacement permit shall bear the same expiration date as the one it replaces.

**Sec. 6.03.010 Occupation tax; permit fees.**

- (a) There are hereby prescribed and levied occupation taxes or permit fees upon persons carrying on the business of manufacturing, distributing or dealing in alcoholic beverages, as described in this article, in an amount not to exceed one-half of the taxes or fees levied upon such business by the state.
- (b) The holder of a state retail dealer's on-premises late hours license shall pay to the city, before exercising any privilege by virtue of such late hours license, a fee not to exceed one-half of the state fee for such late hours license.
- (c) All taxes or fees for each place of business shall be paid in advance in compliance with the fee schedules authorized by the Texas Alcoholic Beverage Code.

**Division 3. Inspections**

**Sec. 6.03.011 Inspections; compliance**

- (a) The establishment shall conform to all zoning ordinances, building codes, health and sanitization codes and fire prevention codes of the City and comply with all federal, state and local ordinances and regulations relevant to the sale, manufacturing, or distributing of alcoholic beverages.
- (b) The Police Chief, the Fire Chief, the Chief Building Official, and Public Health Director shall have the right to immediate access to enter and inspect all

manufacturing, distributing, and retailing establishments in possession of alcoholic beverages.

- (c) Any person who does not allow immediate access to the establishment for the purpose of inspection commits an offense.

**Sec. 6.03.012 Prohibited locations.**

- (a) Except as otherwise provided by the Texas Alcoholic Beverage Code, it shall be unlawful for any person to sell or possess for the purpose of sale any alcoholic beverages where the establishment or place of business of any dealer is:

- (1) Within three hundred (300) feet of a church or public or private school;

- (2) Within one thousand (1,000) feet of a public school or a private school if the governing body of the city receives a request from the governing body of the private school or from the board of trustees of the school district under section 38.007, Education Code; or

- (3) Within 1000 feet of a day care center or child care facility, as those terms are defined by section 42.002 of the Texas Human Resources Code.

- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church, public or private school, day care center, or child care facility shall be determined as described in sections 109.33 and 109.331 of the Texas Alcoholic Beverage Code, as amended.

**Sec. 6.03.013 Responsibility of permit holder.**

- (a) The permit holder shall within fourteen (14) days of the effective date notify the City Manager in writing of any changes to information submitted in the application.

- (b) Failure to notify the City Manager of changes may result in the revocation of the establishment's permit or the denial of the permit renewal.

- (c) The permit holder shall within fourteen (14) days of the effective date notify the City Manager of the establishment's closure.

## **Division 4. Enforcement**

### **Sec. 6.03.014 Hours of operation**

- (a) The city is hereby designated as an "extended (late) hours area," and the times permitted for consumption and possession of alcoholic beverages defined by section 105.06 of the Texas Alcoholic Beverage Code, as amended, are hereby adopted and made effective in the City.
- (b) The hours prescribed by section 105.05 of the Texas Alcoholic Beverage Code, as amended, for the sale of beer are hereby adopted and made effective in the City.
- (c) The hours prescribed by section 105.03 of the Texas Alcoholic Beverage Code, as amended, for the sale of mixed beverages are hereby adopted and made effective in the City.
- (d) It shall be unlawful for holders of package store permits as provided in the Texas Alcoholic Beverage Code to sell, offer for sale, or deliver any liquor:
  - (1) Between 9:00 p.m. of any day and 10:00 a.m. of the following day;
  - (2) On Sunday;
  - (3) On New Year's Day;
  - (4) On July fourth;
  - (5) On Labor Day;
  - (6) On Thanksgiving Day;
  - (7) On Christmas Day;
  - (8) On the following Monday when Christmas Day or New Year's Day falls on a Sunday.

### **Sec. 6.03.015 Violation of existing laws not authorized.**

Nothing herein shall be construed or have the effect to license, permit, authorize or legalize the sale, offer to sell, or delivery of any liquor which is illegal or in violation of any ordinance of the City, any section of the Penal Code of this state, or the Constitution of this state.

**Sec. 6.03.016 Penalties.**

- (a) It shall be unlawful for any person in charge of an establishment not to maintain and display a valid permit issued by the City.
- (b) Except as otherwise provided by this section, if it be shown that a person has violated this Article, upon conviction, the defendant shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00).
- (c) Upon a second conviction of a violation of this Article, the defendant shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than two hundred dollars (\$200.00).
- (d) Any violation charged pursuant to this section shall be independent of, and may be in addition, to any administrative penalties which may be imposed regarding the suspension, revocation or denial of any permit granted under this Article.

**Sec. 6.03.017 Injunctions.**

- (a) In addition to the fines and penalties provided in this Article, if it appears that a person has violated or is violating or is threatening to violate any provision of this Article, the City Attorney may institute a civil suit in a court of competent jurisdiction for injunctive relief to restrain the person from continuing the violation or threat of violation.
- (b) On application for injunctive relief and a finding that a person is violating or threatening to violate any provision of this Article, the court shall grant such injunctive relief as the facts may warrant.

**Sec. 6.03.018 Strict enforcement.**

All law enforcement personnel, inspectors, and other designated City personnel shall carry out the provisions of this Article and may issue citations for violations of this Article. All law enforcement personnel, inspectors, and other designated City personnel shall strictly enforce and prosecute the provisions of this Article, and court officials shall see that this Article receives strict interpretation and adjudication in a court of competent jurisdiction.

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

Section 3.

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 12th day of November, 2014.

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- Mayor Becky Ames -

**November 12, 2014**

Consider amending various sections of Chapter 10 of the Code of Ordinances related to food establishments and mobile food units

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Sherry Ulmer, RN, Public Health Director

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider amending various sections of Chapter 10 of the Code of Ordinances relating to food establishments and mobile food units.

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**BACKGROUND**

In a work session held on October 21, 2014, the health director discussed the adoption of a revised food establishment and mobile food unit ordinance. The proposed changes will clarify and streamline the current process for proper handling, storage, and preparation of food to ensure safety of the consumer.

The revised changes include: the requirement of more than one certified food manager at each food establishment; completing the certified food manager course prior to opening a food establishment; repealing the 72 hour, twice monthly restriction for mobile food unit operations; outlining guidelines for the mobile food unit's central preparation facility; emptying wastewater within 24 hours or as necessary. Additionally, all mobile food units must return to the commissary for cleaning and storage at the end of each day, or unit must be stored in a secured storage facility after cleaning.

During the work session, council recommended that restroom accessibility be set at a distance of 500 feet.

The ordinance would allow health inspectors to issue a citation to the central preparation facility for non-compliance.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 10.02, SECTION 10.02.001, SUBSECTIONS 229.163(a), 229.163(b)(2), 229.169(a)(1)(B), 229.169(a)(1)(D), 229.169(b), 229.169(c)(1)(H), 229.169(c)(1)(I), 229.169(c)(1)(K) AND REPEALING 229.169(a)(1)(D) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, TO MAKE CHANGES AND ADDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Section 229.163, (a) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.163 Management and Personnel

(a) Responsibility, assignment. The permit holder shall be the person in charge or shall designate a person in charge and shall ensure that a person in charge is present at the food establishment during all hours of operation. This would require more than one certified food manager at each food establishment to allow for adequate coverage. A certified food manager cannot be the person in charge of more than one food establishment.

Section 2.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Section 229.163, (b)(2) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.163 Management and Personnel

(b) Knowledge, demonstration.

(2) being a certified food protection manager who has shown proficiency of required information through passing a department approved examination prior to opening of food establishment; and

Section 3.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Section 229.169, (a)(1)(B) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.169

(a) Mobile food establishment provisions.

(1) General.

(B) An additional "food sale permit" is not required of a mobile food unit operating as an extension of a restaurant that is permitted within the city limits of Beaumont.

Section 4.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Subsection 229.169(a)(1)(D).

## Section 5.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by repealing Subsection 229.169(b) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.169

(b) Central preparation facility.

The central preparation facility, commissary, licensed food establishment or home of operations, is an essential part of a mobile food unit operation. All mobile food units must operate from a central preparation facility, commissary/ licensed food establishment where food and supplies are received.

Once a food establishment agrees to become a central preparation facility/commissary for a mobile food unit, the food establishment will receive an inspection by the health department.

An overall score of 90 with no demerits in items 1-5 and 13-14 of the inspection report will be required for approval to become a central preparation facility/commissary for a mobile food unit.

All mobile food units must return to the central preparation facility/commissary at least once per day of operation for one performance of all servicing operations. Servicing operations include:

- Cleaning of the mobile food unit
- Restocking supplies as necessary
- Thorough flushing and draining of the waste retention tank

Upon request the operator of a mobile food unit must be able to provide written proof that the mobile food unit has been servicing at a central preparation facility/commissary on a daily basis. These servicing records must be maintained in duplicate, with one copy in the mobile food unit at all times and the other copy kept at the central preparation facility/commissary. Each servicing record must be kept and maintained for two years from the date of servicing. Failure to obtain servicing on a daily basis or failure to maintain servicing records will result in the immediate closure of the mobile food unit operations and the issuance of

a citation to the central preparation facility/commissary. The central preparation facility/commissary for any mobile food unit must be constructed and operated in compliance with the requirements of the Texas Food Establishment rules as amended.

The central preparation facility/commissary will be required to provide the following services to mobile food unit(s):

- Adequate facility for storage of food utensils and other supplies
- Adequate facility for the disposal of garbage and liquid wastes
- Potable water for filling water tanks
- Hot and cold water under pressure for cleaning and sanitizing
- Approved janitorial sink, toilet, utensil washing, and hand washing facilities with single service soap and paper towels in dispensers
- Maintenance of a daily log sheet signed by central preparation facility/commissary owner to verify mobile food unit's daily use of facility

As a part of the central preparation facility's/commissary's inspection, the health inspector will review the assigned mobile food unit's servicing log. Failure to maintain this log accurately will result in immediate closure of the mobile food unit and a court citation of the central preparation facility/commissary.

This central preparation agreement will not be required of a mobile food unit operating as an extension of a permitted restaurant in the city limits of Beaumont.

An affidavit from the owner of the central preparation facility must be provided as proof that the mobile food unit is servicing at the central preparation facility as required.

#### Section 6.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Subsection 229.169(c)(1)(H) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.169

(c) Servicing area and operations.

(1) Protection.

(H) Mobile food unit operators are required to dump their wastewater within a 24 hour period or more frequently as necessary. If at any time the wastewater tank becomes full, the operation shall be closed to allow for the transport and dumping of the wastewater at the central preparation facility or commissary.

Section 7.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Subsection 229.169(c)(1)(I) of the Texas Food Establishment Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.169

(c) Servicing area and operations.

(1) Protection.

(I) Mobile food units must be located on a paved surface and located within 500 feet of an available public restroom facility for use during hours of operation.

Section 8.

That Chapter 10, Article 10.02, Section 10.02.001 of the Code of Ordinances of the City of Beaumont, amending Subsection 229.169(c)(1)(K) of the Texas Food Establishment

Rules as adopted and amended, be and the same is hereby amended to read as follows:

Section 229.169

(1) Protection.

(K) All mobile food establishments shall move and vacate the premise of the business location on a daily basis; overnight parking at the business location is prohibited. At the end of each business day, the mobile food establishment shall return to the central preparation facility/commissary for servicing and storage. If storage is not allowed at the central preparation facility/commissary, the mobile food unit must be stored in a secured storage facility.

Section 9.

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

Section 10.

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

Section 11.

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 12th day of  
November, 2014.

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- Mayor Becky Ames -

**November 12, 2014**

Consider adopting an ordinance establishing various fees and charges for the Municipal Tennis Center

---



**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Ryan J. Slott, Parks and Recreation Director

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider an ordinance establishing various fees and charges for the Municipal Tennis Center

---

**BACKGROUND**

At a work session on September 9, 2014, City Council reviewed and discussed proposed fees and charges for the Municipal Tennis Center.

A copy of the proposed fees and charges is attached for your review. If approved, the new fees and charges would be effective January 1, 2015.

**RECOMMENDATION**

Approval of ordinance.

# Beaumont Municipal Tennis Center

## Fees:

(tax included)

	<b>Resident:</b>	<b>Non-Resident:</b>
Mon-Fri (Open - 4pm):	\$3.00 per player	\$4.00 per player
Mon-Fri (after 4pm):	\$4.00 per player	\$5.00 per player
Sat-Sun (all day):	\$4.00 per player	\$5.00 per player
Junior/Senior:	\$2.00 per player	\$3.00 per player
Senior (65-plus)		
Junior (under-18)		

\*\* Rates are @ 1.5 hours per court \*\*

\*\* Fees for covered courts are an additional \$2.00 per player (Members included)\*\*

## Annual Memberships:

	<b>Resident:</b>	<b>Non-Resident:</b>
Junior/Senior:	\$100	\$200
Adult:	\$200	\$300
Family:	\$350	\$550

**Special Rates: The City Manager may approve other rates for tournaments, specials, or other events.**

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 14, ARTICLE 14.04 BY ADOPTING A NEW SECTION 14.04.013 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS; PROVIDING FOR BEAUMONT MUNICIPAL TENNIS CENTER FEES AND CHARGES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 14, Article 14.04 of the Code of Ordinances be and the same is hereby amended by adopting a new Section 14.04.013 to read as follows:

Fees:

(tax included)

	<u>Resident</u>	<u>Non-Resident</u>
Mon-Fri (Open - 4pm):	\$3.00 per player	\$4.00 per player
Mon-Fri (after 4pm):	\$4.00 per player	\$5.00 per player
Sat-Sun (all day):	\$4.00 per player	\$5.00 per player
Junior/Senior:	\$2.00 per player	\$3.00 per player
Senior (65-plus)		
Junior (under-18)		

\*\* Rates are @ 1.5 hours per court\*\*

\*\* Fee for covered courts are an additional \$2.00 per player (Members included)\*\*

Annual Memberships:

	<u>Resident</u>	<u>Non-Resident</u>
Junior/Senior:	\$100	\$200
Adult:	\$200	\$300
Family:	\$350	\$550

Special rates: The City Manager may approve other rates for tournaments, specials, or other events.

Section 3.

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

Section 4.

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

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

---

- Mayor Becky Ames -

**November 12, 2014**

Consider a resolution approving the purchase of in-car video equipment and software from WatchGuard Video for use by the Police Department

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Bart Bartkowiak, Chief Technology Officer

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution approving the purchase of in-car video equipment and software from WatchGuard Video, in the amount of \$611,368.47 for use by the Police Department.

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**BACKGROUND**

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

The Police Department currently uses the Coban Technologies in-car video system to capture and retain video and audio recordings of police incidents for both the patrol units and the motorcycles. The current solution is no longer supported by the vendor, therefore it must be replaced. The new system will provide better quality audio and video for police records retention as well as a more user friendly system and additional cameras to cover the rear of the vehicle.

WatchGuard Video as well as multiple other vendors have been reviewed. WatchGuard Video has been found to be the best option to fit our needs.

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

**FUNDING SOURCE**

Capital Reserve and Confiscated Goods.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of in-car video equipment and software, for use by the Police Department, from WatchGuard Video, of Allen, Texas, through the State of Texas Department of Information Resources (DIR) contract, in the amount of \$611,368.47.

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

---

- Mayor Becky Ames -

**November 12, 2014**

Consider a resolution authorizing an agreement with Lockwood, Andrews, Newman, Inc. for the City of Beaumont Master Drainage Plan

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing an agreement with Lockwood, Andrews, Newnam, Inc. (LAN) in an amount up to \$500,000 for the City of Beaumont Master Drainage Plan.

---

#### **BACKGROUND**

On November 7, 2013, five (5) proposals were accepted from qualified consulting firms to develop a Master Drainage Plan for the drainage infrastructure within the City limits and update the current City of Beaumont Master Drainage Plan completed in 1981. 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 existing drainage problems.

A general description of the scope of work for this project is to develop a comprehensive GIS based drainage infrastructure inventory, inspect and assess structural condition of the storm drain system, develop a master plan of Capital Improvement Projects designed to strategically reduce the risk of flooding and develop an improvement master plan for undeveloped portions of the City to define current drainage patterns and outfalls, recommended infrastructure, future potential ROW and mitigation alternatives or options.

#### **FUNDING SOURCE**

The total cost of the Master Drainage Plan was budgeted at \$1,500,000; however, we are proposing to move forward with Phase I with an estimated cost of \$500,000. Funding is available in the Capital Program.

#### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute 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.

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- Mayor Becky Ames -

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 & Newnan, 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 compiled 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

Lockwood, Andrews & Newnan, Inc.

CITY OF BEAUMONT

By: \_\_\_\_\_  
Associate, Team Leader

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

# ATTACHMENT A

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## SERVICES TO BE PROVIDED BY LAN, INC.

## **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 digital 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 successful 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 of 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 capture 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 on 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**

	<b>Task</b>	<b>Estimated Effort Percent of Total Contract</b>
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**

<u>Position</u>	<u>Hourly Rates</u>
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 BW (8 1/2" X 11")	each	\$0.10	
Photocopies BW (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 (BW 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	

# ATTACHMENT B

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A Proposal for Engineering Services  
City of Beaumont Master Drainage Plan  
November 21, 2013

PLANNING

ENGINEERING

PROGRAM MANAGEMENT

# A Proposal for Engineering Services City of Beaumont's Master Drainage Plan

November 21, 2013

**COPY**



**Lockwood, Andrews  
& Newnam, Inc.**

A LEO A DALY COMPANY

November 21, 2013

Mr. Patrick Donart, PE  
City of Beaumont  
Public Works Department  
P.O. Box 3827  
Beaumont, Texas 77704

**RE: Request for Qualifications for Engineering and Related Services for City of Beaumont Master Drainage Plan**

Dear Mr. Donart:

Experience, talent, and dedication of the project team members are critical components required to achieve project success. As established in the attached Statement of Qualifications (SOQ), the Lockwood, Andrews & Newnam, Inc. (LAN) team of hydrology and hydraulics experts bring unparalleled 2D experience, talent, and dedication to assist the City of Beaumont (City) with developing cost-effective drainage solutions.

Our local team is comprised of the State's foremost experts in 2D modeling who have developed master drainage plans for six local projects in the last two years. Through innovation and experience, our industry-leading experts are at the forefront of cost-effective 2D modeling. These efficiencies and expertise result in accelerated schedules and project cost savings.

To complement our complex modeling expertise, we are teaming with local partner Chica & Associates to provide general project support throughout the study. Their understanding of the City's and Drainage District's drainage systems will be of tremendous value to the project. Chief Solutions will provide CCTV services and Jeffrey S. Ward Associates will support the Community Rating System and provide project grant planning.

We worked closely with Chica & Associates to develop a rapid 2D evaluation of study area in preparation of this project. We understand the difficult challenges associated with the area and have encountered and remedied very similar scenarios for multiple, recent projects.

LAN will work closely with City staff through project meetings, improvement concept development, reports, and preliminary engineering to provide a continuous feedback loop between the City and LAN. The LAN team skills, in conjunction with City input, will be used to produce another successful City project that establishes an effective and efficient path to relieving drainage issues.

LAN understands the City will be very selective when it comes to choosing a consulting partner on this very important project. We are confident the attached SOQ not only addresses all aspects of the Request for Qualifications, but demonstrates we will provide the specialized service the City requires and the high-quality expertise needed for a successful project. If you have any questions or need additional information, please contact me at [DStJohn@lan-inc.com](mailto:DStJohn@lan-inc.com) or 713.266.6900.

Sincerely,



Derek St. John, PE, CFM  
Associate, Team Leader

## Prior Demonstrated Experience

### Memorial City Master Drainage Plan | *Houston, Texas*

LAN developed the TCEC award-winning study for a community in west Houston with well-documented flooding issues. Two-dimensional (2D) modeling was utilized to collectively analyze the existing drainage systems and to identify and prioritize recommended improvement projects. The **4,000-acre study area** included three open channels totaling more than five miles and more than 55 miles of storm sewer.

**A comprehensive GIS-based drainage infrastructure inventory was compiled for the open channels, storm sewer systems, and road side ditches.** An initial inventory was developed based on available electronic system schematic data (CAD and GIS) and supplemented with available record drawing information. The electronic infrastructure was field verified and missing data or gaps were identified and documented. Field survey was used to collect the missing information as well as spot check and level the remainder of the inventory. Visual inspections and condition assessments of the infrastructure were performed during the field visits. The collective body of this information, including the condition assessment information, was documented in the comprehensive custom GIS system. The GIS system was configured to feed directly into the 2D hydraulics modeling software.

The 2D modeling approach allowed LAN to simulate actual flooding conditions by defining the extent of the overland sheetflow and conveyance issues. This was paramount to the ultimate goal of developing effective solutions from both a function and cost perspective. Problem areas were documented and the primary issues or deficiencies were identified. Regional challenges included perched channels with contributing storm sewers much lower than the receiving channel top of bank, storm sewers that “buck” grade, inadequate overland flow, undersized storm sewers, and low slab elevations.

LAN worked closely with all stakeholders, including the City of Houston, to review improvement options for conceptual approval before beginning the full alternatives analysis. This allowed City staff to fully understand the root cause of the deficiency and provide early input on potential solutions. Improvement alternatives were analyzed to determine effectiveness and benefit to ensure no upstream or downstream impacts resulted from the project.

A custom GIS model was developed to quickly assess the benefits of a potential improvement alternative. Benefits were characterized by items such as number of structures removed from flooding and number of critical intersections/ thoroughfares made passable for emergency vehicles. This tool was used to quickly and efficiently review variations of different improvement alternatives, making it possible to optimize the individual solutions.

**A 5-year Capital Improvement Plan (CIP) was developed and included complete project costs (right-of-way, engineering, construction, and permitting).** The project costs were coupled with the derived project benefits to prioritize the improvement projects. Construction phasing and impact to the community were also considered in the prioritization. Twelve CIP projects were recommended, ranging in cost from \$500,000 to \$15 million. Creative solutions helped leverage existing infrastructure, leading to several high-volume, low cost projects.

#### Key Project Information

##### Date & Duration

Start: 2010/Completion: 2011

##### Reference

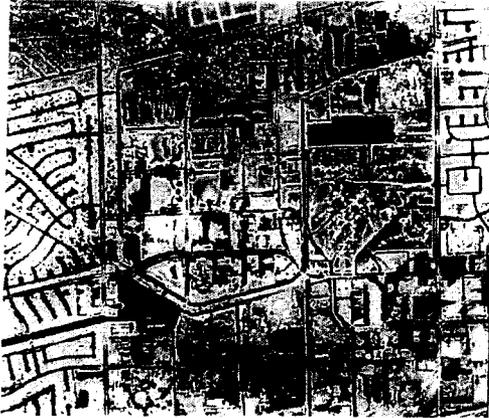
Don Huml  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77042  
713.984.8737

##### Project Highlights

- GIS infrastructure inventory
- Complex 2D modeling
- Award-winning study
- Open channel analysis
- Storm sewer analysis
- 5-year CIP development



## Covington Woods Master Drainage Plan | *Sugar Land, Texas*



LAN utilized 2D modeling to perform a detailed Master Drainage Plan for the Covington Woods region of Sugar Land. Covington Woods is plagued by topographic challenges such as low lying areas relative to the channels and bowl regions that have no overland outlet. The overland flow issues are compounded by insufficient storm sewer capacity. 2D modeling was recommended by LAN as the analysis tool to address these challenges and develop cost effective drainage improvements.

LAN was selected specifically for our ability to leverage the benefits of 2D modeling technology, and to demonstrate the effectiveness of the recommended solutions through analysis. The existing conditions model was calibrated with actual historical events and confirmed through public input. LAN used 2D modeling simulation results to illustrate the value of the improvements by graphically showing the reduction in flooding. Seven CIP projects were approved by council totaling \$12 million.

Key Project Information

**Date & Duration**  
 Start: March 2013  
 Completion: November 2013

**Reference**  
 Chris Steubing  
 City of Sugar Land  
 2700 Town Center Blvd N  
 Sugar Land, TX 77479  
 281.275.2780

**Project Highlights**

- GIS infrastructure inventory
- Complex 2D modeling
- Open channel analysis
- Storm sewer analysis
- CIP development

## Master Drainage Plan, Phase II | *League City, Texas*

**Date & Duration**  
 Start: April 2012  
 Completion: Ongoing

**Reference**  
 Jack Murphy  
 City of League City  
 305 East Main  
 League City, TX 77573  
 281.554.1430

**Project Highlights**

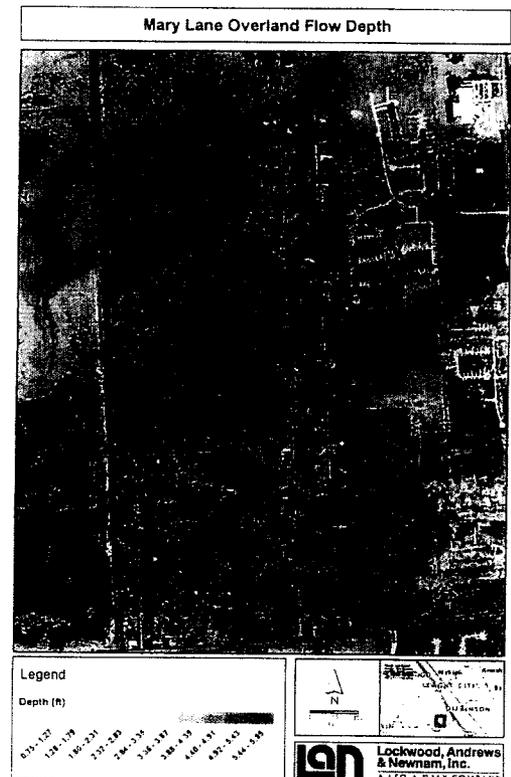
- CIP development
- Complex 2D analysis
- Open channel analysis
- Storm sewer analysis
- GIS infrastructure inventory
- Criteria update

Key Project Information

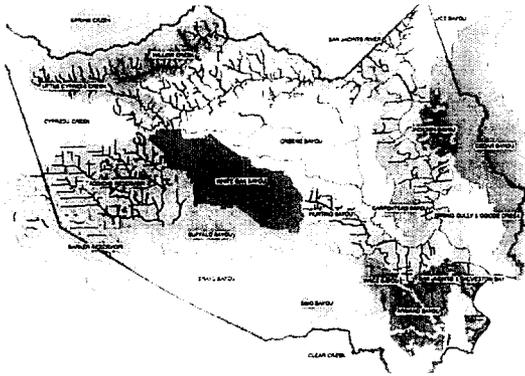
LAN performed the second phase of the City's Drainage Master Plan to identify and prioritize cost-effective improvement projects to address drainage system deficiencies and to plan for future development. Phase II built on the first phase of the master plan, which evaluated the existing conditions and identified areas of concern.

A 5-year capital improvement plan was developed with full project cost estimates. CIP projects include regional solutions that maximize existing infrastructure to address existing issues, while simultaneously accommodating and promoting future development. LAN utilized a combination of traditional open channel analysis with dynamic 2D analysis of interior drainage

systems. A custom GIS system was developed to store and document all master plan efforts including initial study data and final results. This system provides the ease of analyzing future data sets.



## County-wide Watershed Master Plan | *Harris County, Texas*



LAN led a project team of three engineering firms to develop a master plan for all 2,500 miles of studied and unstudied channels in Harris County. The master plan is based on hydrologic and hydraulic analysis performed primarily with detailed LiDAR topography and supplemented with some channel survey. **To cost-effectively analyze all channels, LAN developed a semi-automated**

**analysis approach and worked with the project team to produce an analysis tool or product.** A GIS-based analysis tool was developed to perform the analysis. The data was documented in a customized GIS GeoDatabase to integrate with the project analysis tool to define peak flows, establish the existing channel capacity and level-of-service, design a series of channel and mitigation improvement alternatives, and develop planning level cost estimates for each alternative. Improvement alternatives include a combination of channel design types such as earthen, concrete lined or multi-use, and return frequencies of 10-, 25-, and 100-year.

The final deliverable provides electronic distribution of internal and external information, including existing and proposed ROW, improvement alternative costs, and existing and proposed channel geometry and control structures.

### Key Project Information

#### Date & Duration

Start: 2010/Completion: 2011

#### Reference

Gary Bezemek

Harris County Flood Control District

9900 Northwest Freeway, Suite 220

Houston, TX 77092

713.684.4075

#### Project Highlights

- Infrastructure inventory
- Custom GIS tools and interface
- Analyzed 2,500 miles of channel

## Cottonwood & Lakeview Watershed Master Plan | *Grand Prairie, Texas*

#### Date & Duration

Start: January 2013

Completion: February 2013

#### Reference

Romin Khavari

City of Grand Prairie

P.O. Box 534045

Grand Prairie, TX 75053-4045

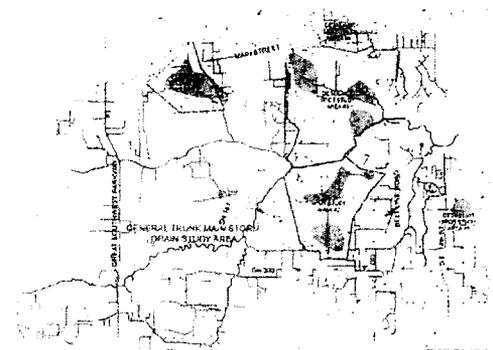
972.237.8145

#### Project Highlights

- 2D modeling
- Expert 3rd party quality review
- Infrastructure inventory

### Key Project Information

LAN provided program management services for watershed-wide drainage master plan studies utilizing 2D modeling. Responsibilities focused on program oversight and guidance, quality control reviews for consistency and accuracy in both the analysis and final deliverable, and the development of a cost-effective procedure to achieve the City's end goal to reduce flooding potential.



To minimize cost, LAN determined regions and areas within each study zone which would benefit from the development of 2D models, and the areas that could be adequately analyzed with 1D dynamic modeling and/or steady state analysis such as StormCAD. The study included an inlet level analysis for the study zones to evaluate existing conditions, problem area identification, preliminary improvement

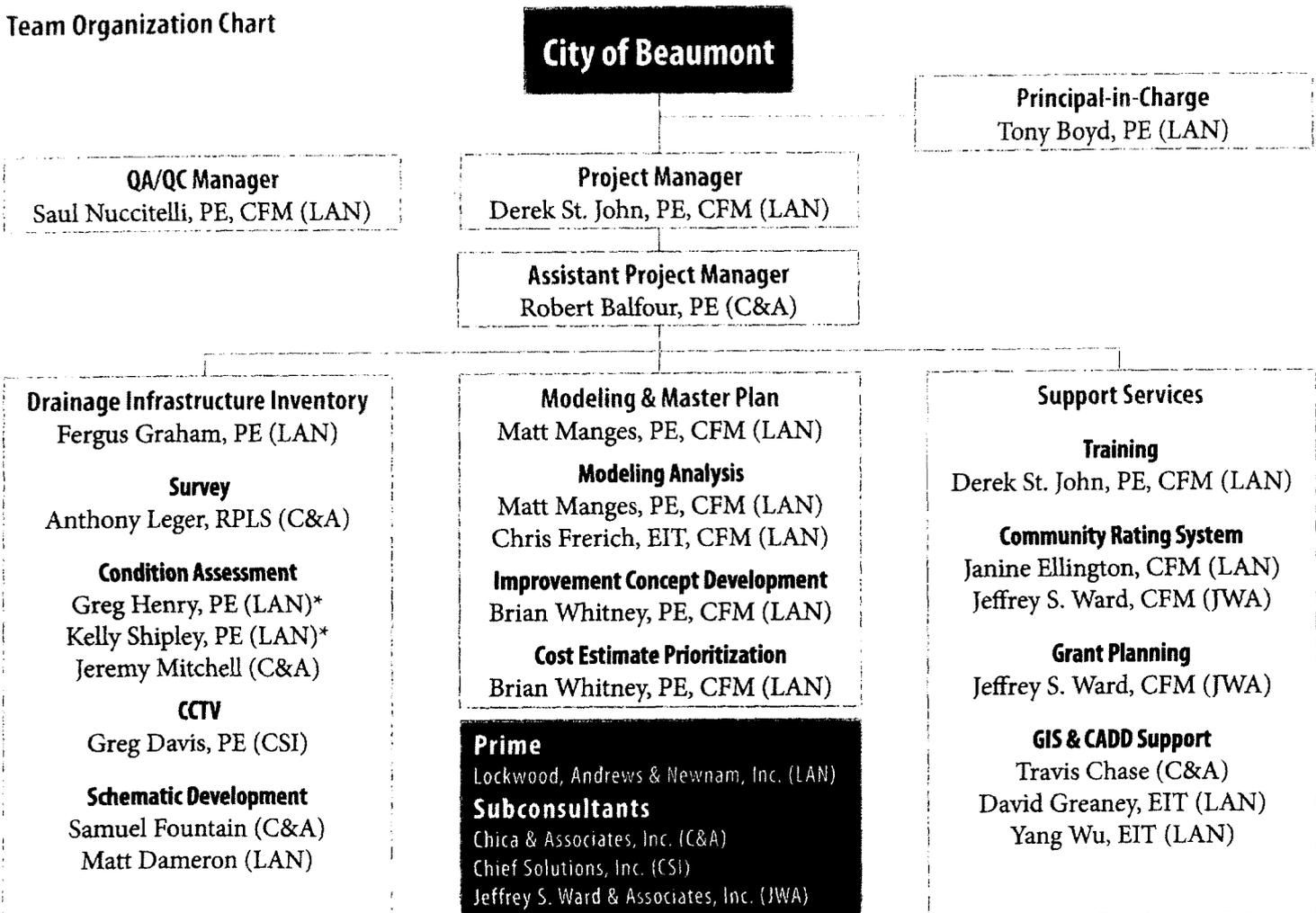
identification, improvement evaluation, cost estimates, exhibits, and reporting. To improve the modeling accuracy and to further promote study consistency LAN developed guidelines for study consultants to follow as they model the study areas. The Detailed Technical Modeling Standards included the study-specific approach for hydrology including the specific methodology details for developing inlet level hydrographs. The Technical Modeling Standards also included specific guidance for the selected modeling software for items such as, inlet modeling, surface development, tail water conditions, rainfall distribution, storm duration, and the establishment of default parameters within the 2D model. Through LAN's leadership, this program was completed on time and on budget with no schedule delays, interruptions, or changes.

# Team Qualifications

The organizational chart identifies key personnel, their roles and primary work components required for this project. Each of the selected team members has outstanding qualifications and extensive experience with similar successful projects. As the prime firm, LAN will be responsible for all portions of the Drainage Master Plan. Our subconsultants, Chica and Associates, Chief Solutions, and Jeff Ward Associates will work under the direction of LAN to assist with various components of the master plan including surveying needs, condition assessment, GIS, and general support. Chica and Associates is a well-established local firm with a reputation for delivering quality engineering services. They will play a primary role in the project providing an overall understanding of the City's processes and infrastructure.

As Project Manager, Derek St. John will be the primary point of contact between the LAN team and the City. He brings unparalleled experience and success developing master drainage plans for entities throughout southeast Texas. Robert Balfour will provide a local point of contact and will work with Derek to manage the combined project team.

## Team Organization Chart



\* NASSCO Condition Assessment Certified

## Availability of Key Staff

LAN's core team of drainage engineers are in the process of completing several long term projects, making them available to dedicate the necessary time to ensure success for the City of Beaumont's Master Drainage plan.

### **Derek St. John, PE, CFM** | *Project Manager*

Derek has 13 years of drainage experience including drainage master planning, watershed level H&H studies, and complex 2D modeling. His extensive drainage modeling experience is complemented by his experience designing and constructing drainage improvements.

He has managed numerous master drainage plans over the last five years using traditional and advanced applications of InfoWorks SD/ICM (1D and 2D), XP-SWMM (1D and 2D), HEC-HMS/HEC-1, HEC-RAS (study and unsteady), and HEC-2, among others. He is highly skilled in the latest H&H GIS-related technologies, and is recognized as an industry leader in this fast-growing area.

Most importantly, Derek has utilized the skill sets and tools described above to manage, lead, and perform several successful 2D drainage improvement initiatives within the last several years. He has utilized 2D modeling from the concept and feasibility project phase through design and construction, and has witnessed the performance of the improved system in an extreme event. He looks forward to demonstrating his solution-focused, problem solving approach to the City.

**Education** | Bachelor of Science/Civil Engineering/Texas A&M University/2001

**License** | Texas Professional Engineer No. 96623  
Certified Flood Plain Manager No. 0619-04

### **Robert Baulfour, PE** | *Assistant Project Manager*

Robert has more than 22 years of local design experience, including hydrologic studies, hydraulic design and analysis, scour studies, and stormwater pollution prevention plans. He has performed stormwater drainage design for numerous roadway reconstruction projects throughout the City. With this experience, Robert understands the local impacts of stormwater and is knowledgeable of the City's standards, specifications, and preferences.

In addition to his work with the City, Robert contributed to the City of Bridge City Master Drainage Plan. He developed site maps and calculations which included

analysis of the existing drainage structures and outfall channels, and proposed adequate structures to remedy the drainage issues. Further, Robert made recommendations to increase multiple pipe sizes and re-grade existing ditches and channels to alleviate flooding, per 5-year design criteria.

**Education** | Bachelor of Science/ Petroleum Engineering/ Louisiana State University/1983

Bachelor of Science/Civil Engineering/Louisiana State University/1981

**License** | Texas Professional Engineer No. 70703

### **Saul Nuccitelli, PE, CFM** | *QA/QC*

As QA/QC Manager, Saul will be responsible for the quality of products and supporting analysis. He will establish a project-specific, quality control plan to ensure all calculations and deliverables are thoroughly reviewed and revisions signed off on. Saul has more than 19 years of experience with stormwater-related project initiatives. He has provided stormwater management planning and design products for municipal and regional stormwater master plans, municipal capital improvement projects (CIP), and drainage criteria manuals.

He is an expert stormwater modeler and designer, and couples the two areas of expertise to provide thorough

and beneficial reviews. He has served in a program management and review role for FEMA, TxDOT, and many Texas communities.

**Education** | Master of Science/Civil Engineering/ Massachusetts Institute of Technology/1994

Bachelor of Science/Civil & Environmental Engineering/ Massachusetts Institute of Technology/1992

**License** | Texas Professional Engineer No. 82736  
Certified Flood Plain Manager No. 0350-01N

### **Matt Manges, PE, CFM** | *Modeling & Master Plan*

Matt is one of the top urban stormwater modeling engineers in southeast Texas specializing in dynamic and 2D modeling. In the last three years, Matt has performed five complex drainage master plans using advanced 2D modeling. He is responsible for engineering services relating to H&H analysis for watershed master planning, preliminary engineering reports, storm sewer and roadway improvements, open channel improvements, and floodplain delineation.

His career to this point is highlighted by the creation and development of one of the largest 2D InfoWorks models

in North America. Through his efforts, this Texas CEC Engineering Excellence Silver Award winning project has brought understanding and feasible/cost-effective improvement projects to an area needing solutions.

**Education** | Master of Civil Engineering/Water Resources/  
Texas A&M University/2008

Bachelor of Science/Civil Engineering/Texas A&M  
University/2007

**License** | Texas Professional Engineer No. 108735  
Certified Flood Plain Manager No. 0623-09N

### **Fergus Graham, PE** | *Drainage Infrastructure Inventory*

Fergus has more than 15 years of experience performing drainage analysis and design. His stormwater experience includes H&H studies, drainage master plans, hydraulic analysis & impact mitigation, drainage channel analysis and impact mitigation, and storm sewer design.

He developed the custom, GIS-based analysis tool for the Harris County Watershed Master Plan to identify and prioritize areas of need, planning level costs, and

capital improvement plans. Through this experience, he has become an expert in the advanced field of complex H&H modeling using leading-edge 2D hydrodynamic modeling software and the development of fully-integrated infrastructure GIS systems.

**Education** | Bachelor of Engineering/Civil/University of  
Paisley/1995

**License** | Texas Professional Engineer No. 101090

### **Samuel Fountain** | *Schematic Development*

Sam has 12 years of experience preparing PS&E packages for assignments including hydrologic studies, hydraulic design and analysis, and stormwater pollution prevention plan projects. His recent experience includes schematic design for nearly \$24 million of roadway reconstruction projects throughout Beaumont.

He is proficient with Microstation, ArgGIS, Geopak, and AutoCAD.

**Education** | Bachelor of Science/Civil Engineering/Lamar  
University

Associate of Science/Computer Drafting Technology/  
Lamar University

### **Janine Ellington, CFM** | *Community Rating System*

Janine has more than eight years of experience with the Community Rating System (CRS) program as an ISO/CRS Specialist. Her unique skill sets include complete implementation of the CRS Program, including the new

2013 manual. She assisted the City of Beaumont with the adoption of their CRS program in 2006.

**License** | Certified Flood Plain Manager

### **Jeffrey S. Ward, CFM** | *Grant Planning & Community Rating System*

Jeffrey has 20 years of experience with large, complex mitigation projects funded under federal, state, and local programs. He has also supported the City with their CRS

program, including the repetitive loss analysis.

**License** | Certified Flood Plain Manager

## Project Understanding

The LAN team understands the City's desire to develop a comprehensive master drainage plan to assess the current condition of the City's drainage system and to guide their future drainage infrastructure initiatives. The City's current Master Drainage Plan was completed in 1981 and provides limited value for future stormwater improvement guidance. The intent of the proposed master plan is to first inventory, then understand the performance of the current drainage infrastructure, and develop a strategic capital improvement plan designed to cost-effectively reduce flood risk.

Significant flood damage reduction improvements have been constructed by both the City and Jefferson County Drainage District #6 (DD6) over the last 10 years. In particular, the Calder Diversion improvement, Fannin Street and Corley Avenue drainage improvement projects, and various ditch improvements performed by DD6 have dramatically altered the drainage patterns and system performance of the three major watersheds. Significant investments have been made for flood damage reduction projects that greatly benefit the City. The master drainage plan will build on and seek to leverage these investments to maximize the benefits for the community.

## Project Management & Planning

LAN will work closely with the City to confirm and identify the primary objectives for the master plan, and outline a clear and regimented project plan to ensure the successful accomplishment of each project objective. As Project Manager, Derek St. John will develop an overall project work plan and schedule, charting out the planned work to be performed and over their respective time frames. The work plan and schedule will be reviewed in detail with the City Project Manager and modified as necessary to ensure the City is satisfied with the overall project and process.

A Project Control Plan (PCP), as shown on the right, will be prepared to serve as a guide for all team members. A project kickoff meeting will be held with the full project team and City staff to review the PCP and project schedule. Project meetings will be scheduled bi-weekly with City staff and relevant team members. Key project issues and action items identified during these meetings will be documented in progress reports.

## Infrastructure Inventory & Data Collection

The infrastructure inventory is the foundation that the Master Drainage Plan will be built on. It will also serve as a valuable asset for the City to rely on for years to come, providing secondary benefits for items such as maintenance and the CRS program (see CRS section below). The LAN team will develop a **well-organized and easy to use GIS system** to store the City's digital infrastructure data. The GIS system will be designed and implemented for drainage infrastructure, and also accommodate water and sanitary infrastructure. The GIS system will be configured to enable seamless integration and upload in the project modeling software. A general data collection process will take place, including the acquisition of available information such as recent reports, historical flood records and flooding complaints (FEMA and local collected information), record drawing and project information, CIP, and planned project data.

## Master Plan Study: Key Objectives

- 1. Comprehensive Digital Inventory** of the existing drainage infrastructure, including an assessment of its condition
- 2. Hydraulic Analysis & Simulation** of the drainage infrastructure to account for overland flow and calibration/validation with recent significant rainfall
- 3. Determination of Drainage System** capacity, deficiencies, and problem area(s)
- 4. Identification & Prioritization** of capital improvement projects designed to address identified system deficiencies and reduce flood risk
- 5. Long-term tool** for the City to use to evaluate future improvement scenarios

## Project Control Plan

A written project control plan (PCP) will be prepared to serve as a guide for all team members

### The PCP will contain:

- Approved scope of work
- Assigned project staff and assignments
- Study schedule
- Key deliverables
- Quality control plan
- Team communication protocol
- Special modeling & data requirements
- Modeling standards
- Budgets and invoicing instructions

**We will build on the City's significant investment in their existing digitized drainage infrastructure dataset.** The City's base electronic dataset will be imported into the GIS system and verified/supplemented with record drawing information such as pipe sizes, flow lines, and system outfalls. Each drainage system in the base GIS system will be field verified to identify and indicate gaps that will be picked up by survey. We will review the survey recommendations with the City and incorporate revisions to the survey plan before mobilizing the surveyor. Survey collection could range from spot checking and datum leveling for some systems, to full drainage system collection for systems without available information. Our experience provides efficient development of a quality dataset using only the necessary amount of traditional field survey. **We will find the balance between labor-intensive, costly field survey and necessary data detail to accomplish project goals.**

### Condition Assessment

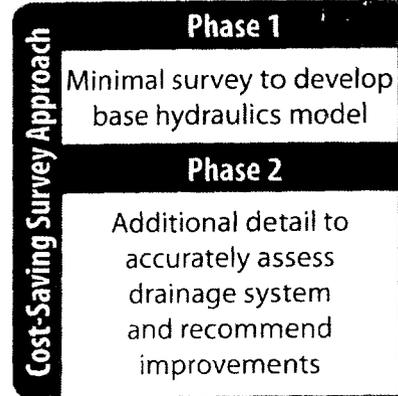
We anticipate significant assessment/evaluation of the City's drainage system will be performed as part of the master plan. Field level condition assessment will include the physical inspection and documentation of safely accessible system components such as manholes and inlets with limited pipe evaluation. We will work closely with our local partner Chica & Associates to ensure an efficient and thorough process. Inspection forms will be reviewed with the City Project Manager and modified as necessary to meet the specific needs of the City prior to beginning field work.

CCTV condition assessment will be performed in accordance with the NASSCO Pipeline Assessment Certification Program for locations where pipe condition is critical to the master planning process. CCTV is an option for proposed improvement plans where maintaining the existing, in-tact trunk line may be beneficial when accompanied by a new, parallel trunk line. CCTV could also be performed for critical infrastructure lines that are considered suspect and in need of evaluation. The LAN team includes Greg Henry, PE and Kelly Shipley, PE, who are industry recognized condition assessment and rehabilitation experts proficient in both physical manned entry inspections and evaluating CCTV video. Greg and Kelly will make experienced recommendations ranging from localized repairs, trenchless rehabilitation, to complete replacement; as determined appropriate based on the condition and flow requirements. All collected condition assessment information will be included digitally in the GIS system and readily available for access by the City.

### Existing Conditions Simulation & Problem Identification

To assist with developing our project approach and demonstrate the efficiency of our 2D modeling capabilities, **LAN has performed preliminary 2D modeling assessments and made educated observations of many of the drainage systems serving the City.** This process enables us to formulate a plan to accomplish the task of analyzing more than 80 square miles of drainage area divided into three watersheds. Due to the area's flat landscape, the City receives excessive annual rain fall, regularly experiences high volume intense events, and receives minimal benefit from infiltration due to largely impervious clay soils. The result is a naturally poor draining area with significant flooding challenges.

These challenges are compounded by additional topographic challenges throughout the City. Many of the rail roads networked throughout the City present additional drainage challenges, by way of elevated corridors hindering the natural sheet flow patterns. The area immediately north of Long Avenue between Oakland Street and Magnolia Street naturally drains south to Long Avenue, but is obstructed via overland by from the elevated roadway and rail corridor.



**From our experience, we have developed thorough inspection forms and a methodology for efficient inspection and data collection and storage.**



**We perform condition assessment any time an infrastructure component is touched in the field.**

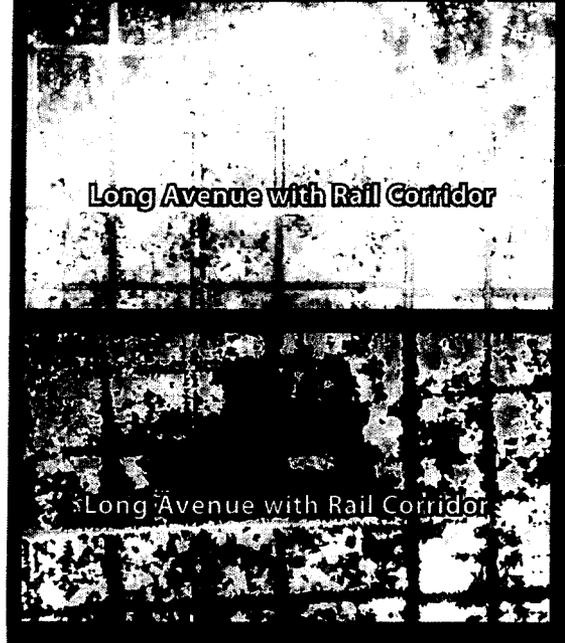
The storm sewer on Long Avenue is sized to convey the 2-year event, resulting in extensive ponding or “bowl” effect due to inadequate overland runoff conveyance which overloads the sub-surface system. Analyzing scenarios such as this requires an accurate assessment of overland flow draining to and trapped in a problem area.

The 2D modeling approach identified in the RFQ is ideally suited to recognize the causes of these issues and provide the necessary tool to develop cost-effective solutions. LAN has unparalleled 2D modeling experience throughout Texas, and our core resources are located nearby in Houston. We will start the modeling process by importing the drainage systems directly from the infrastructure inventory GIS system into the 2D model. Hydrology will be developed through either traditional drainage area delineation or a more efficient procedure where rainfall is applied directly to the modeling surface. The City’s detailed topography (LiDAR) allows for the application of rainfall-on-surface. The decision between traditional drainage area delineation hydrology and rainfall-on-surface will be made with the City Project Manager after evaluating the advantages and disadvantages for each option. If traditional drainage area hydrology is implemented, LAN will utilize the Clark Unity Hydrograph methodology and the accompanying analysis parameters from the DD6 Drainage Criteria Manual. While rainfall applied to the surface is not unique to LAN, **we have developed custom tools that are unique that allow us to implement the approach in a very accurate and efficient manner.** We also spot check between 5 to 10 percent of drainage area peak flows with expected rain on surface peak flows to ensure accuracy.

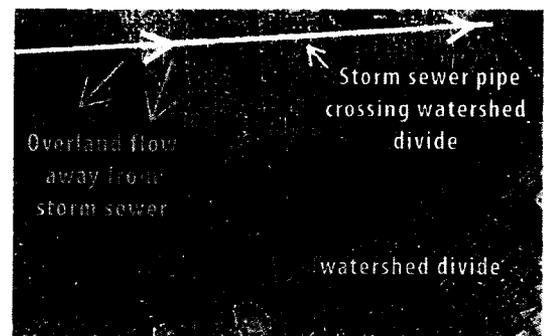
When developing the hydraulics portions of the model, LAN will begin by dividing the City into the major watersheds or subwatersheds. This will likely result in three or four comprehensive models covering the entire City. Some overlap is expected between the models to account for system or basin transfer via overland flow. LAN will also consider modeling detail options and present recommendations to the City Project Manager. For planning exercises such as this master plan, analysis at a trunk line level is often sufficient; however, for areas with identified undersized inlets and laterals, LAN may recommend a more detailed analysis to ensure accurate problem identification. Tail water is another significant consideration. We recommend incorporating the receiving open channels into the storm sewer models where it is cost-effective, given the backwater dependence of the drainage systems.

Finally, the existing conditions model will be reviewed through LAN’s detailed and thorough quality control process. The model will be reviewed meticulously for stability and parameters to ensure accuracy. LAN has developed extensive check lists and quality review material for reviewing 2D modeling. This effort was furthered by a recent 2D planning study for Grand Prairie, where LAN performed detailed quality control for 2D models from five individual consultants. We will run the reviewed model with a historical rainfall event to validate and calibrate the model results against available flooding and high water information from that event.

### Topographic challenges and 100-year ponding for region north of Long Avenue caused by overland flow obstruction



There appear to be several areas within the City where the surface drainage conveys excess runoff away from the sub-surface system.



When the capacity of the sub-surface drainage system is exceeded, the excess runoff is conveyed overland to other watersheds and drainage systems.

This overflow can cause a significant impact on the receiving system.

The existing conditions models will be thoroughly evaluated to identify and understand the different system deficiencies, with each deficiency logged and documented with a brief explanation of the issues and any noteworthy observations. Our goal is to determine whether the drainage systems are inlet controlled, outlet controlled (high tail water), or undersized. In addition to a comprehensive holistic system evaluation, LAN has developed a systematic process to help isolate different potential system deficiencies. Our evaluation begins with a review of the inlets and other potentially restrictive devices to evaluate and understand their influence or non-influence on the system. To accurately evaluate the conveyance system, all inlet restrictions are removed to allow the unrestricted system to be stress tested. Tail water conditions are evaluated and high tail water conditions are artificially remedied to further evaluate the performance of the storm sewer. The complete model with inlet restrictions in place is thoroughly evaluated for potential system overflows. All overflows are cataloged and quantified with overland flow hydrographs to benchmark the existing overflow for proposed conditions comparisons and understand the influence and severity (or lack of) on the receiving system.

### Capital Improvement Project Identification & Prioritization

Effective solutions begin by understanding the problem and the related issues that impact or influence the situation. Isolating problems as described above can help to fully understand the issues and naturally points to potential improvement concepts. The City appears to be challenged by small (likely undersized) storm sewers, inadequate overland flow paths, and isolated bowl areas. To combat these challenges, LAN will explore solutions on a regional, local, and expedited level. While the City does appear to have significant challenges it also has the key advantage of being adjacent to the Neches River. This allows for free outfall and increased discharges, generally eliminating the need for detention in those regions that are served by the Neches River.

LAN will develop conceptual plans to completely address the study area's deficiencies based on various combinations of the potential solutions. Each conceptual plan will be modeled and optimized using the comprehensive 2D model. Benefits of each improvement will be determined using LAN's sophisticated and custom GIS model builder tools designed to automate the process of quantifying improvement benefit (see graphic to the right). This automation allows for rapid scenario evaluation and optimization.

LAN will identify the most effective and beneficial improvement alternatives and prepare planning level cost estimates. We recognize 80 percent of costs are usually contained within 20 percent of the items. Attention will be given to those items that influence the project cost when evaluating the alternatives such as Right-of-Way (ROW) acquisition, pavement replacement, additional detention storage volume, additional storm sewer capacity, and tunneling.

Improvement projects will be prioritized based on a weighted matrix of variables. LAN will work directly with the City to develop the variable categories and weights. Standard variables include cost, benefit, number of structures removed from flooding, number of intersections removed from flooding, ROW acquisition, environmental challenges, pavement condition (using the City's recently collected information), and CIP overlap. Holistic plans will be prioritized as will individual plan components.

**To combat the City's challenges,  
LAN will explore:**

#### Regional Solutions

Projects that impact and affect large regions beyond the primary project corridor. The Calder Diversion is an example of a regional solution on a very large scale.

#### Local Improvements

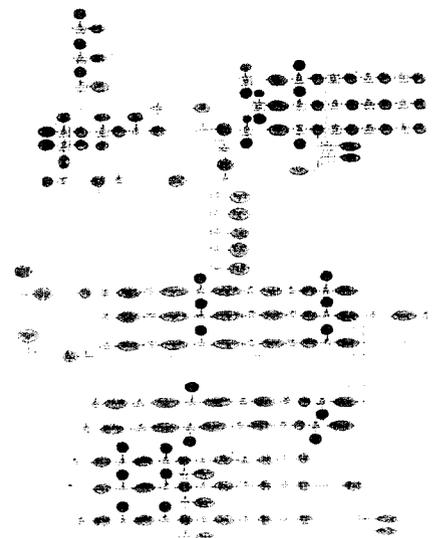
Storm sewer capacity improvements, or roadway reconstruction and overland flow adjustments (pavement condition and utility condition considerations).

#### Expedited Projects (low hanging fruit)

Inlet and lateral restriction replacement, non-roadway reconstruction overland flow improvements, and outfall improvements.

### Automated Benefit Evaluation

- Number of structures removed from flooding
- Dollar value benefit via USACE depth damage reduction curves
- Number of structures made passable



### Custom GIS Model Builder

## Undeveloped Improvement Plan

The master plan will be comprehensive and will include a strategy for the undeveloped portions of the City that will serve as a guide for future development. The undeveloped regions will be evaluated for ultimate conditions to determine the expected ultimate infrastructure and ROW requirements. Opportunities for regional and sub-regional drainage improvements will be identified and documented. LAN recently performed a drainage master plan for the Harris County Flood Control District where drainage plans were created for all undeveloped portions of the county. The evaluation methods and custom tools developed for those drainage plans will be incorporated into the City's Master Drainage Plan to minimize time and engineering effort.

## Community Rating System (CRS)

The City's CRS program is currently operating at a class 8 and is due for reverification using the new CRS Coordinators Manual in 2014. LAN is the leading state expert in CRS support with CRS/ISO specialist Janine Ellington on staff. Our team also includes Jeffrey Ward, who supported the original CRS application through the development of the Repetitive Loss Analysis, part of the City's Hazard Mitigation Plan. Janine and Jeff will assist the City with the reverification process. The new manual requires changes to nearly all of the City's current CRS activities, including the development of a Public Information Plan. Our team is experienced with efficiently developing the plan, and understands exactly what FEMA will and will not accept. Further, we can identify opportunities to leverage the investment in the Master Drainage Plan to further the City's progress in the CRS program. Significant CRS points are achieved for full or partial system inventory with an accompanying inspection plan. We understand the CRS system and the means to efficiently gain approval, and are committed to assisting the City with achieving CRS program goals.

## Documentation & Reporting

LAN will summarize and document the project with a comprehensive Master Drainage Plan report, provided in both electronic and hard copy. The report will be concise and designed for use by City Council and residents, with detailed appendices and support sections. The report will be prepared to benefit the CRS program. Projects from the recommended improvement plan will be organized as Capital Improvement Projects and documented with standard City project cut sheets. The core project components, including the model inputs and outputs, will be stored within the comprehensive and easy to use GIS.

## Training

The LAN project team is well qualified to train and support City staff. Our project leads are experienced trainers and enjoy working with staff to build the foundation that will allow them to effectively utilize the information and data.

## Demonstrated Timeliness & Commitment to Schedule on Similar Projects

We are committed to the success of the Master Drainage Plan, and recognize success is partially defined by timely fulfilling of responsibilities. We pledge that established project schedules and milestone dates will be upheld. To meet the project schedule, LAN will work closely with the City to identify specific and critical project scheduling requirements, including key milestone date and initial project prioritization list for the upcoming CIP cycle.

Demonstrated Timeliness		
Project	Estimated Completion Date	Actual Completion Date
Memorial City Master Drainage Plan	11/2011	11/2011
Covington Woods Drainage Master Plan	11/2013	11/2013
League City Master Drainage Plan, Phase II	2/2014	1/2014*
Harris County Watershed Master Plan	6/2011	6/2011**
Cottonwood & Lakeview Watershed Master Plan	2/2013	2/2013

\* Projected completion date

\*\* Schedule adjusted with scope change

## Demonstrated Robust 2D Modeling Capabilities

The LAN stormwater team is built around our dynamic and 2D modeling experts. Our modeling specialists lead the industry with large scale and complex modeling projects using a variety of steady state, dynamic, and 2D modeling software packages. Our expertise is broad reaching and in demand, having presented and provided 2D modeling training at local, state, and national forums.

LAN's expert modeling team, led by Matt Manges, is particularly skilled at utilizing 2D modeling to perform master drainage plans. We have completed six 2D master drainage plan studies over the last two years including the development of the largest detailed 2D models in North America. We have pioneered the usage of 2D stormwater modeling for flat urban areas in southeast Texas and were one of the first firms to introduce this type of modeling to the region. Our local modeling experts have performed more urban 2D drainage studies in this part of the state more than any other firm. Our knowledge and understanding of how best to utilize 2D technology is showcased in the approach section of this qualifications statement.

Each 2D modeling tool also has limitations, strengths, advantages, and disadvantages relative to other tools. The differentiator is the engineer applying the tool to efficiently and reasonably obtain the answers to the questions they are seeking. The modeling experts on the LAN stormwater team understand the role of the software packages and leverage that perspective to deliver quality evaluations that meet the needs and specifications of our clients. Effort required to setup, run, and extract results from most 2D dynamic modeling software is fairly similar. The data requirements to evaluate a storm sewer system and surrounding area are nearly identical between each of the modeling software packages. Differentiators between software packages can be found in input formats, ease of use or complexity, analysis stability, data storage format, reporting ability, and user interface.

### Analysis Tool Evaluation

	InfoWorks ICM	XP SWMM
Simulation Solvers	✓✓	✓✓
Multi-resolution mesh	✓✓	✓
Processing and runtimes	✓✓	✓
Model development efficiency	✓✓	✓✓
Concurrent editors	✓✓	
Graphical model outputs	✓✓	✓✓
Improvement evaluations	✓✓	✓✓
GIS integration	✓✓	✓
Built-in reporting	✓	✓

Moderate capabilities (✓)  
Advanced capabilities (✓✓)

*The above evaluation is our opinion based on our experience with the software packages, and does not represent an endorsement.*

**Modeling Software Recommendation:** LAN is capable of working with any analysis software package, and recommends InfoWorks ICM due to its efficiency and GIS integration capabilities.

### LAN's 2D Licenses

#### InfoWorks ICM (3 total licenses)

5000 node 2D ICM (1 license)

2000 node 2D ICM (1 license)

Unlimited node 2D ICM (1 license)

#### XP SWMM (1 total license)

Unlimited node full 2D (1 license)

LAN is well-equipped with both expert modeling engineers and high-powered simulation software.

Our licenses enable us to simultaneously work on multiple models, with multiple users working within a single model simultaneously. This is critically important with building large, complex models such as those for the City.

## Demonstrated Ability to Fulfill M/WBE Goals

LAN is committed to the small and disadvantaged business program and strategically teams, with key subconsultants to provide specialized services to clients. Our selection process focuses on the client's needs first, teaming with firms who provide quality services and complement our in-house resources. **We are fully committed to meeting and exceeding the minority participation goal on this project, and selected Chica & Associates as a primary partner because of their track record with similar projects.**

### M/WBE Participation History

Project Name	M/WBE Goal	Actual M/WBE
Garden Oaks & Meyerland Drainage Master Plan	24%	32.4%
Surface Water Transmission Program	24%	32.4%
Kirkwood Road Pavement Improvements	24%	31.6%
Paving/Street Reconstruction Projects	24%	29.4%

**RFQ SHEET**  
**Request for Qualifications**  
**for Engineering and Related Services**  
**for City of Beaumont Master Drainage Plan**  
**RFQ No. BMTPWENG0053**

**RESPONDER INFORMATION:**

Company Name	Lockwood, Andrews & Newnam, Inc.
Responder's Name In Printed Form	Derek St. John
<b>RESPONDER'S SIGNATURE</b>	 (Signature REQUIRED for bid to be accepted.)
Responder's Title	Associate, Team Leader
Company Physical Address	2925 Briarpark Drive, Suite 400 Street Houston Texas 77042 City State Zip Code
Company Mailing Address	2925 Briarpark Drive, Suite 400 Street or P.O. Box Houston Texas 77042 City State Zip Code
Company Telephone Number	713.266.6900
Alternate Phone Number	713.821.0380 (Derek direct line)
Company Fax Number	713.266.2089
E-mail Address	DStJohn@lan-inc.com

# Required Forms: RFQ Sheet | *Continued*

## RFQ SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: November 21, 2013

WARRANTY: \_\_\_\_\_

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

DOES YOUR BID MEET SPECIFICATIONS? YES X NO \_\_\_\_\_

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY: N/A

Ownership of Firm (51% or more) \_\_\_\_\_ Non-Minority \_\_\_\_\_ Hispanic \_\_\_\_\_ Black \_\_\_\_\_ Other \_\_\_\_\_  
 Minority (please specify) \_\_\_\_\_ Female Owned \_\_\_\_\_ Handicapped Owned \_\_\_\_\_  
 Small Business (less than \$1,000,000 annual receipts or 100 employees) \_\_\_\_\_

### CERTIFICATE OF CORPORATE BIDDER

### BIDDERS

I, J. Anthony Boyd, CERTIFY  
 THAT I AM Senior Vice President  
 (title) OF THE CORPORATION NAMED AS  
 BIDDER HEREIN; THAT Derek St. John  
 WHO SIGNED THIS BID ON BEHALF OF THE  
 BIDDER, WAS THEN Associate, Team Leader  
 (title) OF SAID CORPORATION;  
 THAT SAID BID WAS DULY SIGNED FOR AND  
 ON BEHALF OF SAID CORPORATION BY  
 AUTHORITY OF ITS GOVERNING BODY AND IS  
 WITHIN THE SCOPE OF ITS CORPORATE  
 POWERS.

  
 \_\_\_\_\_  
 SIGNATURE OF OFFICER

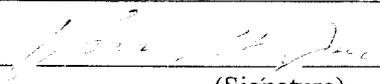
J. Anthony Boyd  
 \_\_\_\_\_  
 TYPE OR PRINT NAME

Senior Vice President  
 \_\_\_\_\_  
 TITLE OF OFFICER

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor Lockwood, Andrews & Newnam, Inc.

Address 2925 Briarpark Drive, Suite 400  
Houston, Texas 77042

Bidder   
 \_\_\_\_\_  
 (Signature)

Bidder Derek St. John  
 \_\_\_\_\_  
 (Print Name)

Position With Company Associate, Team Leader  
 \_\_\_\_\_  
 (Title)

# Required Forms: Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1 -a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">N/A</p> <hr style="width: 30%; margin: auto;"/> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center;"></p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin: 0;">November 21, 2013</p> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div> <p style="text-align: right; margin-top: 10px;">- 9 -</p>		

# Required Forms: Conflict of Interest Questionnaire | *Continued*

## STATEMENT OF CITY CHARTER PROVISION ON CONFLICT OF INTEREST

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void**. (Beaumont City Charter, Article XVII, Section 9.)

I, Derek St. John (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the city.

SIGNED this the 21 day of November, 2013.

  
Name

Associate, Team Leader  
Title

## GENERAL CONDITIONS OF BIDDING (Revised 3/13/13)

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

### 1. **BIDDING:**

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

- B. **TIME & DATE:** Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**

Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**

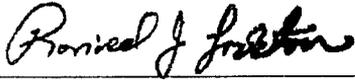
- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be

# Required Forms: Insurance Requirement Affidavit

## CITY OF BEAUMONT INSURANCE REQUIREMENT

To be Completed By Appropriate Insurance Agent  
and submitted with RFQ proposal.

I, the undersigned Agent/Broker, reviewed the insurance requirements contained in this bid document with the below identified Contractor. If the below Contractor is awarded this contract by the City of Beaumont, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this RFQ, with the following changes to Attachment A. Insurance Coverage Requires section 4, amended to \$2,000,000 per claim & aggregate, for the negligent acts or omissions of your officers & employees. Required Provisions section (A) Add except for Professional Liability & Workers Compensation, (B) Delete non-renewal or material change, (C) Delete by registered mail, and (D) Add except for Professional Liability.



Agent (Signature)

Ronald J. Lockton

Agent (Print)

Name of Agency/Broker: Lockton Companies

Address of Agent/Broker: 444 W. 47th Street

City/State/Zip: Kansas City, MO 64112

Agent/Broker Telephone #: (816) 960-9000

CONTRACTOR'S NAME: Lockwood, Andrews & Newnam, Inc.

(Print or Type)

### NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Beaumont at (409) 880-3720.

# Required Forms: Schedule of MBE Participation

**CITY OF BEAUMONT  
SCHEDULE C  
SCHEDULE OF MBE PARTICIPATION**

Lockwood, Andrews & Newnam, Inc.  
**VENDOR NAME**

<i>CERTIFIED MBE CONTRACTOR</i>	<i>ADDRESS</i>	<i>TYPE OF WORK</i>	<i>AGREED PRICE</i>
Chica & Associates, Inc.	505 Orleans St., Ste. 106 Beaumont, TX 77701	Engineering, condition assessment, survey	TBD
Chief Solutions	1535 N. Post Oak Houston, TX 77055	Inspection of drainage systems	TBD

The undersigned will enter into a formal agreement with MBE Contractors for work listed in this schedule conditioned upon execution of a contract with the City of Beaumont.

**NOTE: This schedule should be submitted with your bid.**

  
**SIGNATURE**  
 Associate, Team Leader  
**TITLE**

# ATTACHMENT C

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SERVICES TO BE PROVIDED  
PHASE I, II, & III  
BY LAN, INC.



November 4, 2014

Joseph Majdalani, PE, PhD, CFM  
Public Works Director  
City of Beaumont  
801 Main Street, Suite 200  
Beaumont, Texas 77704

Attention: Joseph Majdalani, PE, PhD, CFM

**Re: City of Beaumont Master Drainage Plan**

Dear Dr. Majdalani,

Per your request, Lockwood, Andrews & Newnam, Inc. has prepared a general scope and fee schedule for City of Beaumont Master Drainage Plan. The effort described in Exhibit A will include the proposed scope of services to complete the city-wide master drainage plan. In general, the tasks include full data collection, development of a GIS, digital drainage inventory, existing conditions analysis, problem identification and conceptual improvement development, proposed conditions analysis, CIP recommendation and reporting.

The purpose of the Master Drainage Plan (MDP) is to develop a comprehensive understanding of the City of Beaumont's current drainage, and a plan to address the identified drainage deficiencies. The plan will result in a strategic capital improvement plan (CIP) designed to reduce flooding risk.

This project is expected to cost \$1,500,000 and is proposed to be divided into three (3) project phases with the first phase funded at \$500,000.

1. In **Phase One**, we propose to collect data, inventory the area, evaluate the existing conditions, and evaluate preliminary improvements for watersheds located east and south of IH-10 and bound by the Neches River.
2. In **Phase Two**, we propose to finalize improvements recommended in phase one, collect data, inventory the area, evaluate the existing conditions, and evaluate preliminary improvements for watersheds located north of IH-10 and east of Highway 287.
3. In **Phase Three**, we propose to finalize improvements recommended in phase two, collect data, inventory the area, evaluate the existing conditions, and evaluate preliminary improvements for watersheds located west of IH-10 and west of Highway 287. Phase three will also include final master drainage plan reporting.

We are prepared to begin this task immediately and look forward to supporting Beaumont on this important project. Please feel free to contact me at 713-266-6900 or by email at [dstjohn@lan-inc.com](mailto:dstjohn@lan-inc.com) if you have any additional questions.

Sincerely,

  
Derek St. John, P.E., CFM  
Associate, Team Leader

Attachments:  
Exhibit A – Scope of Services  
Exhibit B – Fee Schedule

# **PUBLIC HEARING**

- \* Receive comments related to the Juvenile Curfew Ordinance

**November 12, 2014**

Consider readopting the Juvenile Curfew Ordinance

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** November 12, 2014

**REQUESTED ACTION:** Council conduct a public hearing and consider readopting the Juvenile Curfew Ordinance.

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**BACKGROUND**

Texas Local Government Code 370.002 requires that a home-rule municipality which has adopted a juvenile curfew ordinance periodically review the ordinance and its effect on the community and identify any problems with the ordinance or problems the ordinance was intended to remedy. The statute also provides for abolishing, continuing, or modifying the ordinance.

In July 1994 following public review, the City Council adopted Ordinance No. 94-34 which created a new Chapter 9 establishing a curfew for minors. In 1995 Ordinance 95-37 was adopted which modified the curfew hours for minors. The Ordinance has been reviewed and adopted as required, with the latest being in 2011, Ordinance 11-086.

The Curfew Ordinance has been extensively reviewed by the Police Department and determined to be effective in regard to promoting the safety and well being of the city's youngest citizens. Renewal of this ordinance serves to promote the general welfare and protection of the public through the reduction of juvenile violence and crime within the city.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of Resolution.

City Of Beaumont  
 Juvenile Curfew Ordinance  
 Statistical Information

Police Action	Time Period			
	10/24/2008 - 10/31/2011	01/01/2011 - 10/31/2011	11/1/2011 - 10/22/2014	01/01/2014 - 10/22/2014
Curfew Violations	171	35	145	54
Juvenile Custody Warning Notices ( All Offenses )	410	124	788	171
All Crimes occurring between Midnight and 6:00 A.M.	15,951	3,764	14,114	3,676

ORDINANCE NO.

ENTITLED AN ORDINANCE REVIEWING AND READOPTING ARTICLE 12.03 OF THE CODE OF ORDINANCES ESTABLISHING A CURFEW FOR MINORS; ESTABLISHING HOURS AND DEFINITIONS; PROVIDING A PENALTY CLAUSE; CITING SPECIFIC EXCEPTIONS AND DEFENSES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

WHEREAS, the Texas Local Government Code Section 370.002 requires the City Council to conduct a public hearing on the need to continue a Juvenile Curfew Ordinance; and,

WHEREAS, the City Council has reviewed the ordinance's effects on the community and on the problems the ordinance was intended to remedy; and,

WHEREAS, the City Council is of the opinion that sufficient need exists to continue the Juvenile Curfew Ordinance within the City of Beaumont, Texas:

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

Section 1.

THAT Chapter 12, Article 12.03 of the Code of Ordinances of the City of Beaumont is hereby readopted to read as follows:

ARTICLE 12.03 CURFEW FOR MINORS

**Sec. 12.03.001 Purpose.**

The purpose of this ordinance is to:

- (1) Promote the general welfare and protect the general public through the reduction of juvenile violence and crime within the city;
- (2) Promote the safety and well-being of the city's youngest citizens, persons under the age of seventeen (17), whose inexperience renders them

particularly vulnerable to becoming participants in unlawful activities, particularly unlawful drug activities, and to being victimized by older perpetrators of crime; and,

- (3) Foster and strengthen parental responsibility for children.

**Sec. 12.003.002 Definitions.**

Curfew hours for minors:

Sunday 11:00 p.m. to 6:00 a.m.

Monday 11:00 p.m. to 6:00 a.m.

Tuesday 11:00 p.m. to 6:00 a.m.

Wednesday 11:00 p.m. to 6:00 a.m.

Thursday 11:00 p.m. to 6:00 a.m.

Friday 12:00 a.m. to 6:00 a.m.

Saturday 12:00 a.m. to 6:00 a.m.

*Emergency:* An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, any situation requiring immediate action to prevent serious bodily injury or loss of life, or a serious medical condition of sudden onset.

*Establishment:* Any privately-owned or leased place of business or leased public facility operated for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment, such as theaters and game rooms.

*Guardian:* A person who:

- (1) Under court order, is the guardian of the person of a minor; or
- (2) Is a public or private agency with whom a minor has been placed by a court.

*Minor:* Any person under seventeen (17) years of age who has not been emancipated by court order pursuant to Chapter 31 of the Texas Family Code.

*Operator:* Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

*Parent:* A person who is:

- (1) A person who is a minor's biological, adoptive, or step-parent and who has legal custody of a minor (including either parent, if custody is shared under a court order or agreement);

- (2) A person who is the biological or adoptive parent with whom a minor regularly resides;
- (3) A person judicially appointed as a legal guardian of the minor; and/or,
- (4) A person eighteen (18) years of age or older standing in loco parentis (as indicated by the authorization of an individual listed in part(s)(a), (b) or © of this definition, above, for the person to assume the care or physical custody of the child, or as indicated by any other circumstances).

*Public place:* Any place to which the public or a substantial group of the public has access and includes, but is not limited to, parks, streets, highways, the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, shops, shopping malls, and shall include parking facilities adjacent to the same.

*Remain:*

- (1) Linger or stay at or upon a place (premises); or
- (2) Fail to leave the place/premises when requested to do so by a police officer or the owner, operator, or other person in control of the place/premises.

*Serious bodily injury:* Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

### **Sec. 12.03.003 Offenses.**

(a) It shall be unlawful for any minor to knowingly remain in or upon any public place, or to remain in any motor vehicle operating or parked therein or thereon, or to remain in or upon the premises of any establishment within the city during curfew hours for minors.

(b) A parent or guardian of a minor commits an offense if he or she knowingly permits, encourages, or by insufficient control allows a minor to remain in or upon any public place, or to remain in any motor vehicle operating or parked therein or thereon, or to remain in or upon the premises of any establishment within the city during curfew hours for minors.

(c) The owner, operator, or any employee of any private establishment or the lessee of any public facility commits an offense if he or she knowingly permits, allows, or encourages a minor to remain in or upon the premises of the establishment during curfew hours for minors.

(d) It shall be unlawful for any person (including any minor) to give a false name, address, date of birth, or telephone number to any officer investigating a possible violation of this section.

### **Sec. 12.03.004 Defenses.**

(a) It is a defense to prosecution under offenses that the minor was:

- (1) Accompanied by the minor's parent or guardian;
- (2) Accompanied by an adult authorized by a parent or guardian;
- (3) On an errand at the direction of the minor's parent or guardian, and the minor has in his or her possession a writing signed by the parent containing the following information: the name, signature, address and telephone number of the parent authorizing the errand, the telephone number where the parent may be reached during the errand, the name of the minor, and a brief description of the errand, the minor's destination(s) and the hours the minor is authorized to be engaged in the errand;
- (4) In a motor vehicle involved in interstate travel;
- (5) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (6) Involved in a case of "reasonable necessity" after parental notification of the police;
- (7) Involved in an emergency;
- (8) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (9) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by, the City of Beaumont, a civic organization, or another similar entity that takes responsibility for the minor, as well as going to or returning home from the same, without any detour or stop;
- (10) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
- (11) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code; or,
- (12) Engaged in lawful volunteer or charity work at a recognized charity institution or is going to or coming from such activity without detour or stop.

(b) It is a defense to prosecution under section 12.03.003© that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

**Sec. 12.03.005 School age to be in school.**

- (a) Compulsory school age to be in attendance at school; parental duties imposed.
  - (1) No minor between the ages of six (6) and sixteen (16), inclusive, other than a minor that has been suspended or expelled from school, shall be at any

place within the city except in attendance at school between the hours of 9:00 a.m. and 3:00 p.m. during any official school day, unless the minor has written proof from school authorities excusing him or her from attending school at that particular time, or unless the minor is accompanied by a parent or legal guardian, or a responsible adult selected by the parent or legal guardian to supervise the minor.

- (2) Each parent or legal guardian of a minor between the ages of six (6) and sixteen (16), inclusive, shall have a duty to prohibit the minor from behaving contrary to subsection (a)(1) of this section. No person shall fail to fulfill the duty imposed by the section.
- (3) Any person who violates subsection (a)(2) of this section is guilty of failing to supervise a minor of compulsory school age.

(b) Children suspended or expelled from school to remain under supervision; parental duties imposed. If a minor between the ages of six (6) and sixteen (16), inclusive, is suspended or expelled from school, then each parent or legal guardian of the minor shall have the following duties for the duration of the suspension or expulsion:

- (1) The duty to personally supervise the minor, or to arrange for a responsible adult to supervise the minor, at the times that the minor would have been required to be in attendance at school had he or she not been suspended or expelled; and,
- (2) The duty to prohibit the minor from being at any establishment or public place at the times that the minor would have been required to be in attendance at school had he or she not been suspended or expelled, except in the circumstances found in section 12.03.004 hereof.

(c) No minor between the ages of six (6) and sixteen (16), inclusive, that has been suspended or expelled from school shall fail to comply with supervision provided or arranged by a parent or legal guardian pursuant to subsection (b) of this section.

(d) No minor between the ages of six (6) and sixteen (16), inclusive, that has been suspended or expelled from school shall be in any establishment or public place at the times that he or she would have been required to be in attendance at school or employment had he or she not been suspended or expelled, except in the circumstances described in section 12.03.004 hereof.

#### **Sec. 12.03.006 Penalties.**

(a) It shall be unlawful to intentionally, knowingly, recklessly, or with criminal negligence violate this section. Such violation shall be a Class C misdemeanor punishable by a fine not to exceed five hundred dollars (\$500).

(b) A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted.

(c) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 12.03.003(a) and shall refer the minor to juvenile court.

Section 2.

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

Section 3.

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

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

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- Mayor Becky Ames -

# **WORK SESSION**

- \* Review and discuss the proposed Senior Center Project and the Riverfront Improvement Project

# **WORK SESSION**

- \* Review and discuss clinical services provided by the Public Health Department

# **WORK SESSION**

- \* Review and discuss various leave time provided to civilian employees