BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 28, 2015 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – April 21, 2015

* Confirmation of committee appointments

A) Authorize the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Lamar State College-Orange

B) Authorize the City Manager to execute all documents necessary for a Data Use Agreement between the City of Beaumont and Texas Health and Human Services Enterprise

C) Approve the granting of six Pipeline License Agreements with Enterprise Beaumont Marine West. L.P.

D) Approve the settlement of the claim of Baptist Hospitals of Southeast Texas

A

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: April 28, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between the City of Beaumont and Lamar State College – Orange.

BACKGROUND
Lamar State College - Orange is requesting an agreement with the City of Beaumont's Emergency Medical Services Division to provide clinical experience to its students majoring in the Emergency Medical Services Program.

The responsibilities of Lamar State College - Orange will include but not be limited to the following:
- provision of classroom theory;
- preparation of students assignments;
- continuous communications with Beaumont EMS regarding student performance; and
- supervision of students.

The responsibilities of Beaumont EMS will include but not be limited to the following:
- acceptance and reasonable orientation of students;
- coordination of the college's assignment schedule;
- assistance in evaluation of each student;
- designation of an individual to serve as liaison with the college;
- provision of reasonable opportunities for students to observe and assist in various aspects of patient care; and
- ultimate control of responsibility of patient care.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES

FOR THE EDUCATION

OF

EMERGENCY MEDICAL SERVICES CREDIT COURSE STUDENTS

between

LAMAR STATE COLLEGE - ORANGE

and

CITY OF BEAUMONT EMS

2015 - 2016

AFFILIATION AGREEMENT
EMERGENCY MEDICAL SERVICES PROGRAM

The following Affiliation Agreement is entered into between Lamar State College - Orange, Orange, Texas, for and on behalf of the Emergency Medical Services Program, hereinafter referred to as "College", and City of Beaumont EMS hereinafter referred to as "Clinical Affiliate," on behalf of "College" students enrolled in the Emergency Medical Services Program. It is agreed by both parties to be of mutual interest to give students an opportunity to utilize the hospital as a clinical facility for educational purposes. The "College" and "Clinical Affiliate" agree to accept the responsibilities and duties stated herein.

1. It is mutually agreed by the "Clinical Affiliate" and the "College" that the educational program and curricula of the Emergency Medical Services Program is and shall be the responsibility of, and shall be carried out under the direction of personnel of the "College."

2. It is mutually agreed that clinical experiences and supervision for students enrolled in the Emergency Medical Services Program will be provided at "Clinical Affiliate," by the "College."

3. It is mutually agreed that the "College" will select and assign learning experiences for students, and will further provide for teaching, evaluation, overall supervision, and record keeping of students. "Clinical Affiliate" instructors will adhere to policies as agreed upon by the two parties and will monitor students' adherence to policies mutually agreed upon.

4. It is mutually agreed that "College" and "Clinical Affiliate" do not, and will not discriminate against any student, employee or applicant for participation in the learning experience because of race, religion, sex, color, creed, marital status, age or national origin.

5. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the "Clinical Affiliate" will be determined by representatives of the "College" and "Clinical Affiliate."

6. It is mutually agreed that representatives of the "College" and "Clinical Affiliate" shall meet regularly to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

II

To carry out these general areas of agreement, the "College" is responsible for and agrees to:

1. Protect the health and safety of all parties by:

   a. Requiring student to obtain professional liability insurance of no less that $1,000,000 per occurrence and in the aggregate and to provide "Clinical Affiliate" proof of such insurance:
   b. Requiring an annual health and physical examination at no cost to "Clinical Affiliate";
   c. Requiring compliance with Center for Disease Control, Texas Department of State Health Services, and "Clinical Affiliate" rules as regarding health, safety, dress, and conduct and
   d. Providing, or otherwise arranging for, faculty and student orientation to "Clinical Affiliate," its major policies, rules and regulations.

2. Make arrangements with the Medical Director, and specified designates, for clinical learning experiences needed for students prior to each semester. The "College" representative will provide these parties with:

   a. Name(s) of students;
   b. Name(s) of faculty;
   c. Dates, days, times of clinical learning experience as previously agreed upon (in I, 5.).

3. Arrange for clinical personnel to participate in evaluation of student performance.

4. Make the individual student responsible for equipment damaged or broken due to the student's negligence

5. Make the individual student responsible for their own health needs including emergency care or follow-up in any accidents (i.e. needle sticks) at the clinical sites.

6. Assure that each instructor and student signs an agreement (see Attachment A, incorporated herein by reference) which states that "Clinical Affiliate" has the absolute right and responsibility to terminate an individual's clinical rotation at "Clinical Affiliate" based on attitude and behavior. Such right of "Clinical Affiliate" is not negotiable or subject to discussion. Withdrawal from "Clinical Affiliate" of a student or faculty of the "College" may be requested by "Clinical Affiliate." "Clinical Affiliate" has the right to remove a student from participation under this agreement with or without cause.

7. Make the following affirmations to ensure Fair Labor Standards Act requirements are met:

- The special regulations in the Fair Labor Standards Act covering "student-learners" enrolled in a bona fide technical program are applicable to Program students;

- The "College" is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award associate of arts, associate of science, associate of applied science degrees and certificates of completion;

- No hourly compensation is applicable to the student-learner while in the Program in the learning experience at "Clinical Affiliate's " site and

- A student is not considered an employee of "Clinical Affiliate," and not eligible for Workers' Compensation.

8. Assure confidentiality of patient and "Clinical Affiliate" matters by:

- Instructing faculty and students to maintain the confidentiality of patient and "Clinical Affiliate" information and records:

- Assuring each student and faculty member execute a confidentiality agreement (Attachment A, incorporated herein by reference) before beginning rotation at "Clinical Affiliate" and

- Agreeing that any breach of confidentiality will result in the immediate expulsion from "Clinical Affiliate" of the person(s) responsible for the breach and may result in termination of the entire affiliation.

III

The "Clinical Affiliate" is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Emergency Medical Services Program for the purpose of clinical education.

2. Maintain approval by the appropriate state and/or properly designated accrediting body, and inform the "College" of any changes in that approval.

3. Inform the "College" and participate in joint planning, prior to accepting Emergency Medical Services students from any other institutions.

4. Provide to the extent possible, conference rooms for student counseling, and locker rooms or other secure space for students to store coats, books, etc., while on duty.

5. Allow students and faculty access to, and use of , facilities maintained by the "Clinical Affiliate" following its specific policies, fees or charges, such as Library and Cafeteria.

6. Charge no fees for clinical laboratory experience.

7. Collaborate with Emergency Medical Services educators to influence curricula, including clinical and/or managerial learning experiences, when "Clinical Affiliate" provides clinical facilities for the Emergency Medical Services education program.

8. Assist in evaluating student performance.

IV

TERMS OF AGREEMENT:

Only insofar as it is authorized by law to do so, the "College" agrees to hold the "Clinical Affiliate" harmless from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting directly or indirectly from the use by the College of the "Clinical Affiliate's" clinical facility.

Nothing in this Affiliation Agreement is to be construed as transferring financial responsibility from one party to another.

The terms of this Agreement may be modified upon mutual consent of the parties.

Plans to initiate termination of the Agreement may be instituted by either party upon no less than ninety (90) days written notice by mail of its intent to terminate the agreement at the end of a current program session. The plans for termination must include specific procedures to assure that there will be no adverse affect to the rights and privileges of students actually enrolled in the program, as long as they are making normal progress toward completion. No new students will be accepted into the program after notice of termination has been given.

Annual review of the Agreement will be made.

FOR THE COLLEGE:

LSC-O President

Director of Allied Health

Emergency Medical Services
Program Course Coordinator

Date Completed

FOR THE CLINICAL AFFILIATE:

Chief Administrator

Date Completed

Phyllis Crow, Notary

4/13/15
Date

PHYLLIS CROW
Notary Public
STATE OF TEXAS
My Commission
Expires 10/15/2015

ATTACHMENT "A"

STATEMENT OF AGREEMENT AND UNDERSTANDING

I, _____, a (select one) [ ] student [ ] faculty member of the Emergency Medical Services Program at Lamar State College-Orange ("College"), as a condition of participation in the clinical rotation at City of Beaumont EMS, ("Clinical Affiliate"), agree as follows:

Attitude and Behavior: I understand and agree that, based on unacceptable attitude and/or behavior, "Clinical Affiliate" has the absolute right and responsibility to terminate my clinical rotation. I understand and agree that "Clinical Affiliate's" right is not negotiable or subject to discussion.

Confidentiality: I shall maintain the confidentiality of and shall not disclose any information relating to patients or the "Clinical Affiliate." I understand and agree that any breach in confidentiality will result in my immediate expulsion from the clinical rotation at "Clinical Affiliate."

Signature: _____

Printed name: _____

Date: _____

ANNUAL REVIEW OF AFFILIATION AGREEMENT

between

LSC-O EMERGENCY MEDICAL SERVICES CREDIT COURSE PROGRAM

and

CITY OF BEAUMONT EMS

The Affiliation Agreement existing between City of Beaumont EMS and the Emergency Medical Services Program has been thoroughly reviewed. The terms of agreement continue to be satisfactory.

FOR THE COLLEGE:

FOR THE CLINICAL AFFILIATE:

_____
LSC-O President

_____
Chief Administrator

_____
Director of Allied Health

_____
Date Completed

_____
Emergency Medical Services
Course Coordinator

_____
Date Completed

2015-2016

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into an Affiliation Agreement between the City of Beaumont EMS Division and Lamar State College - Orange for clinical experience and educational purposes under the supervision of the Beaumont EMS Division. The Affiliation 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 28th day of April, 2015.

_____

- Mayor Becky Ames -

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   c. Requiring compliance with Center for Disease Control, Texas Department of State Health Services, and "Clinical Affiliate" rules as regarding health, safety, dress, and conduct and
   d. Providing, or otherwise arranging for, faculty and student orientation to "Clinical Affiliate," its major policies, rules and regulations.

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Emergency Medical Services
Program Course Coordinator

Date Completed

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Signature: _____

Printed name: _____

Date: _____

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LSC-O President

Director of Allied Health

Emergency Medical Services Course Coordinator

Date Completed

FOR THE CLINICAL AFFILIATE:

Chief Administrator

Date Completed

2015-2016

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Sherry Ulmer, Public Health Director
MEETING DATE:	April 28, 2015
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute all documents necessary for a Data Use Agreement between the City of Beaumont and Texas Health and Human Services Enterprise.

BACKGROUND
Changes to federal law are now requiring the Texas Department of State Health Services (DSHS) contractors to execute a Data Use Agreement (DUA) for its contracts under which DSHS provides, gives access to, or transmits confidential information. This service is provided by DSHS to the Vital Statistics Division.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
BEAUMONT CITY HEALTH DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and BEAUMONT CITY HEALTH DEPARTMENT ("CONTRACTOR"), and incorporated into the terms of HHS Contract No.2014-044055-001 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.508(2)(ii)(A)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR.504(e)(2)(i)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(a),(c)(e) and (f)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request. HHS will respond to all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(I)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at http://hhscx.hhsc.state.tx.us/tech/default.shtml to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.514(d)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(E)(1)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

JC 4.16.15

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____, 201 .	DATE: _____, 201 .

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into a Data Use Agreement between the City of Beaumont and Texas Department of Health and Human Services to provide, give access to, or transmittal of confidential information. The Date Use 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 28th day of April, 2015.

_____

- Mayor Becky Ames -

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
BEAUMONT CITY HEALTH DEPARTMENT ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency Department of State Health Services ("HHS") and BEAUMONT CITY HEALTH DEPARTMENT ("CONTRACTOR"), and incorporated into the terms of HHS Contract No 2014-044055-001 in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.508(2)(ii)(A)* This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

EXHIBIT "A"

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"**Legally Authorized Representative**" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR.504(e)(2)(i)*

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.*45 C.F.R. 164.308(a)(ii)(C), 164.530(e), 164.410(b)*

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or

providing access to the Confidential Information until HHS has exhausted all alternatives for relief. *45 CFR 164.504(a),(c)(e) and (f)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without express written approval of HHS, in advance. HHS prior approval, at a minimum will require that Subcontractor and CONTRACTOR execute the Form Subcontractor Agreement, Attachment 1, which ensures the subcontract contains identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and *45 CFR 164.504(e)(2)(ii)(A), (B), (D) and (e)(5)*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. *45 CFR 164.524and 164.504(e)(2)(ii)(E)*

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F)*

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests. *45 CFR 164.504(e)(2)*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: *45 CFR 164.504(e)(ii)(I)(A)*

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. *45 CFR 164.504(e)(4)(ii)(B)*

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. *45 CFR 164.504(e)(2)(i)(B)*

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. *45 CFR 164.504(J)*

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. *45 CFR 164.306; 164.530(c)*

(Q) If CONTRACTOR transmits, stores, and/or maintains Confidential Information on non-HHS systems or networks, CONTRACTOR completed the HHS initial security assessment at http://hhscx.hhsc.state.tx.us/tech/default.shtml to identify and mitigate identified risks prior to execution of this DUA. CONTRACTOR's initial security assessment will document security controls within CONTRACTOR's system that protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306*

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the

confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)*

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. *45 CFR 164.308(a)(2)*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d)*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. *45 CFR 164.308; 164.514(d)*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d)*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. *45 CFR 164.504(E)(1)(I)*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d)*

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. *Breach or Event Notification to HHS. 45 CFR 164.400-414*

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). *45 CFR 164.404*

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*, initially report to HHS's Privacy and Security Officers via email at: privacy@HHS.state.tx.us; and *IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.*

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. *45 CFR 164.410*

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: *For (a) - (m) below: 45 CFR 164.400-414*

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract, or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

4.16.15

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	CONTRACTOR
BY: _____	BY: _____
NAME:	NAME:
TITLE: _____	TITLE: _____
DATE: _____, 201__	DATE: _____, 201__

C

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: April 28, 2015

REQUESTED ACTION: Council consider a resolution authorizing the granting of six (6) Pipeline License Agreements with Enterprise Beaumont Marine West. L.P.

BACKGROUND

Enterprise Beaumont Marine West. L.P. has requested permission to install four (4) pipelines and two (2) utility conduits. The first pipeline will be a 36" crude pipeline which will cross a 20" water line within TXDOT's West Port Arthur Road Right of Way and both a 12" and 16" sanitary sewer line within Union Pacific Railroad Right of Way on West Port Arthur Road.

The second pipeline will be a 30" crude pipeline which will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer Force Main (FM) line on the west side of SH 347 within TXDOT Right of Way.

The third pipeline will also be a 30" crude pipeline which will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT Right of Way.

The fourth pipeline will be to install one 12" process water line to be used for the two (2) 30" crude pipelines that will be crossing a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT Right of Way.

The first utility conduit is a four inch (4") that will cross a 20" water line within TXDOT's West Port Arthur Road Right of Way and both a 12" and 16" sanitary sewer lines within Union Pacific Railroad Right of Way on West Port Arthur Road.

The second utility conduit is a four inch (4") that will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT Right of Way.

There is a one-time fee of $500 for each Pipeline License Agreement.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to grant six (6) Pipeline License Agreements to Enterprise Beaumont Marine West, LP, substantially in the form attached hereto as Exhibits "A," "B," "C," "D," "E," and "F" to install four (4) pipelines and two (2) utility conduits. These agreements are described as follows:

As described and shown in Exhibit "A," being a 36" crude pipeline which will cross a 20" water line within TXDOT's West Port Arthur Road right-of-way and both a 12" and 16" sanitary sewer lines within Union Pacific Railroad right-of-way on West Port Arthur Road; and,

As described and shown in Exhibit "B," being a 30" crude pipeline which will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer Force Main (FM)line on the west side of SH 347 within TXDOT right-of-way; and,

As described and shown in Exhibit "C," being a 30" crude pipeline which will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT right-of-way; and,

As described and shown in Exhibit "D," being a one 12" process water line to be used for the two (2) 30" crude pipelines that will be crossing a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT right-of-way; and,

As described and shown in Exhibit "E," being a four inch (4") utility conduit that will cross a 20" water line within TXDOT's West Port Arthur Road right-of-way and both a 12" and 16" sanitary sewer lines within Union Pacific Railroad right-of-way on West Port Arthur Road; and, a four inch (4") utility conduit that will cross a 12" water line on the west side of US 69, an eight inch (8") water line on the east side of SH 347, and,

As described and shown in Exhibit "F," being a two inch (2") sanitary sewer FM line on the west side of SH 347 within TXDOT right-of-way.

;and,

BE IT FURTHER RESOLVED THAT these Pipeline License Agreement are for the purpose of transporting refined products and the pipelines are to be constructed in compliance with City requirements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West. L.P. Business Phone: (713) 381-8368

Business Address: Attn: Marc Tausend, Land Department 13.12, 1100 Louisiana Street, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 36" Crude Pipeline crossing West Port Arthur Road hereby grants to Enterprise Beaumont Marine West. L.P. hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
West Port Arthur Road - east side in UPRR ROW-12"&16" sanitary sewer and 20" water (no ROW)	

EXHIBIT "A"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00**. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont

P.O. Box 3827
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Enterprise Beaumont Marine West. L.P.

Address of Licensee: 1100 Louisiana St. Attn: Marc Tausend

City and State of Licensee: Houston, TX 77002

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

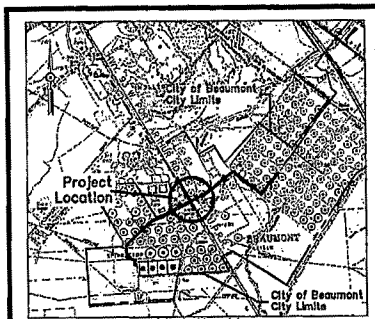
Enterprise Beaumont Marine West. L.P.

Represented by:

Marc D. Tausend, as Agent and Attorney-in-Fact
Title

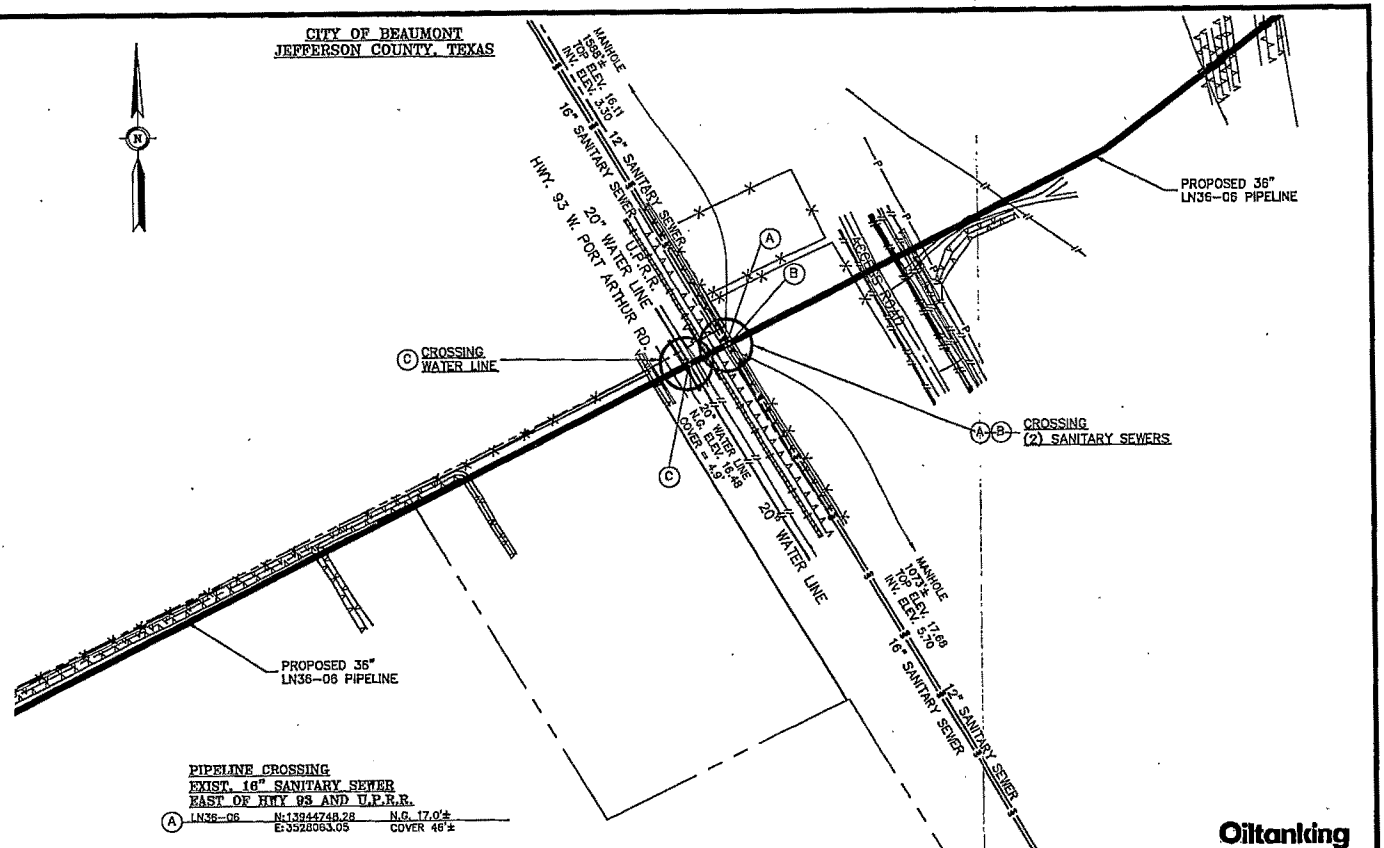
ATTEST:

By:_____
Secretary



Vicinity Map
scale : 1"=1 mile

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



PIPELINE CROSSING
EXIST. 16" SANITARY SEWER
EAST OF HWY 93 AND U.P.R.R.

A	LN36-06	N:13944748.28 E:3528063.05	N.G. 17.0'± COVER 46'±	

PIPELINE CROSSING
EXIST. 12" SANITARY SEWER
EAST OF HWY 93 AND U.P.R.R.

B	LN36-06	N:13944751.74 E:3528068.49	N.G. 17.0'± COVER 46'±	

PIPELINE CROSSING
EXIST. 20" WATER LINE
EAST OF HWY 93 AND WEST OF U.P.R.R.

C	LN36-06	N:13944715.72 E:3527989.45	N.G. 17.0'± COVER 48'±	

HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 93 (W. PORT ARTHUR RD.) & (2) SEWER LINES & (1) WATER LINE
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

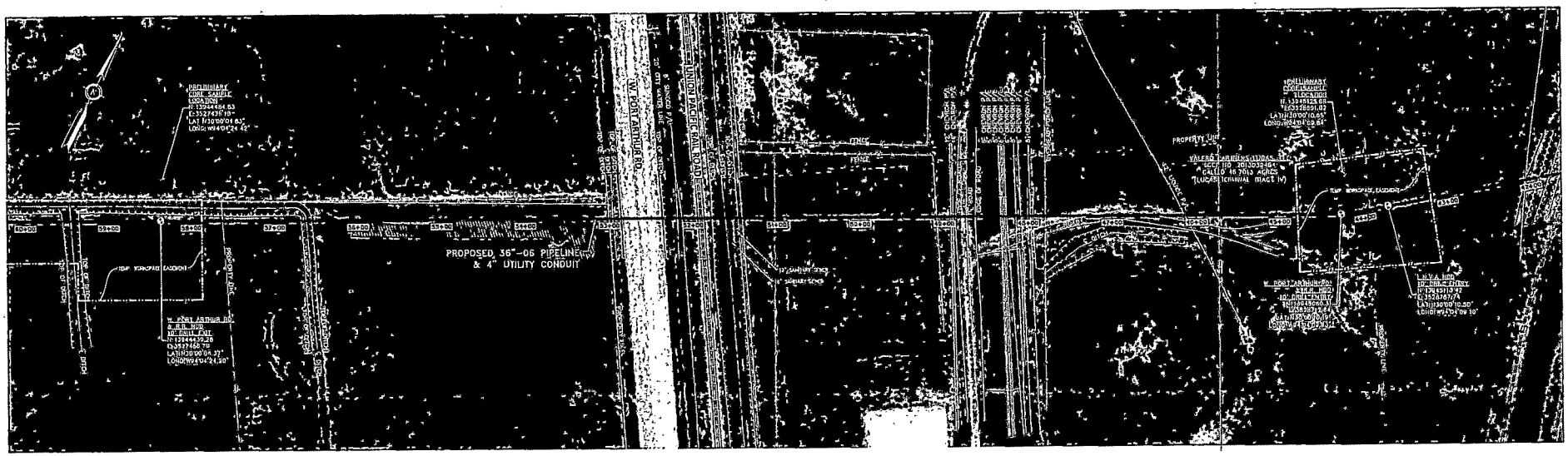
NO.	DATE	REVISION	BY	APP
A	01/23/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-HOUMA FACILITY-
253 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-2731 FAX: 985-876-8052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY,
SUITE 620
HOUSTON, TEXAS. 77074
713-219-1470 FAX: 713-219-1471

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/23/15
CAD FILE: 11923-01.DWG	

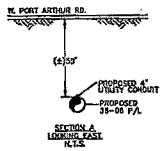
H:\Projects\11923 OTI TransCanada Interconnect\4000 PERMITS\City of Beaumont\11923-01.dwg plotted on Feb 06, 2015 - 3:31pm

JEFFERSON COUNTY, TEXAS

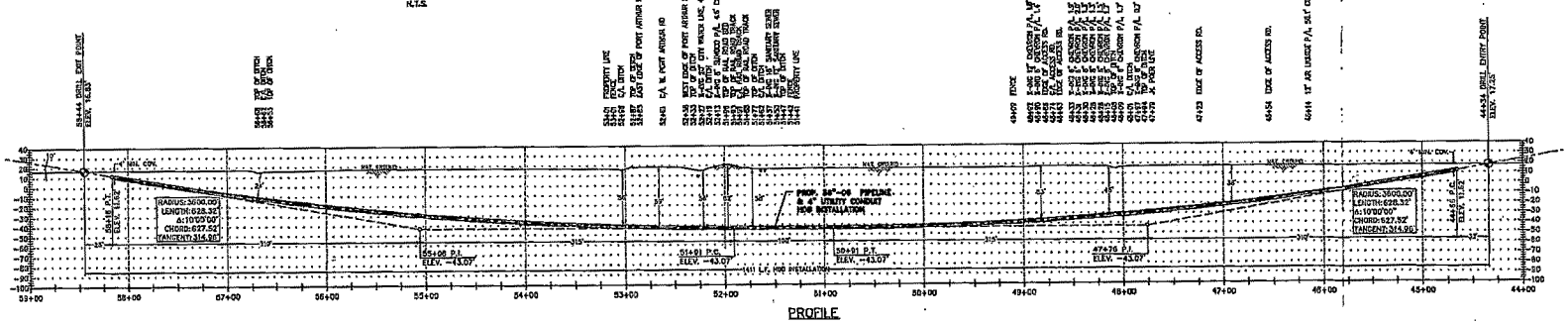


PLAN

HORIZONTAL GRAPHIC SCALE
60 30 0 60 120
VERTICAL GRAPHIC SCALE
60 30 0 60 120



SECTION A
LOOKING EAST
N.T.S.



PROFILE

Oiltanking

LEGEND:

PROGRESS PRINT

PRELIMINARY
DATE: 02/13/15

REFERENCE DRAWINGS

DRAWING NO.	TITLE
11923-6005	ALIGNMENT SHEET
11923-6006	ALIGNMENT SHEET

REVISIONS

MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	12/26/14	DM	---	---
B	ISSUED FOR REVIEW	12/16/14	DM	---	---
C	ISSUED FOR REVIEW	02/13/15	DM	---	---

APPROVALS

	DRAWN BY	DATE
	DM	11/21/14
	CHECKED BY	DATE
	---	---
	ENG. APPROVAL	DATE
	---	---
	P. M. APPROVAL	DATE
	---	---
	CLIENT APPROVAL	DATE
	---	---

Harris P. Hobart, Inc.
ENGINEERS • CONSULTANTS • PROJECT MANAGERS
1900 Lee Street
HOUSTON, TEXAS
TEL: (713) 659-8888
FAX: (713) 659-8889
TEXAS REGISTERED ENGINEERING FIRM F-1312

OILTANKING BEAUMONT PARTNERS, L.P.

PLAN AND PROFILE
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
36in LN 06 PIPELINE CROSSING W. PORT ARTHUR RD.
JEFFERSON COUNTY, TEXAS

AFE NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
---	AS SHOWN	---	---	11923-3002	C

H:\Projects\11923 OT Transmissions Interconnect\3000 CROSSINGS\11923-36-06-3002 BEAUMONT ARTHUR RD. CROSSING.dwg plotted on Feb 13, 2015 - 2:17pm

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West. L.P. Business Phone: (713) 381-8368

Business Address: Attn: Marc D. Tausend, Land Department 13.12, 1100 Louisiana, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 30" Crude Pipeline crossing Hwy 69 & Hwy 347(A) _____ hereby grants to Enterprise Beaumont Marine West. L.P. _____ hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
US 69- west side in TXDOT ROW-12" water (no ROW)	
SH 347- east side in TXDOT ROW- 8" water (no ROW)	
SH 347 - west side in TXDOT ROW - 2" sanitary sewer (no ROW)	

EXHIBIT "B"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

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- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

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- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

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  - Bodily injuries: $ **300,000.00** per person
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  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00**. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

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- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

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City of Beaumont

P.O. Box 3827
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Enterprise Beaumont Marine West. L.P.

Address of Licensee: Attn: Marc Tausend, 1100 Louisiana St.

City and State of Licensee: Houston, TX 77002

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Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Enterprise Beaumont Marine West. L.P.

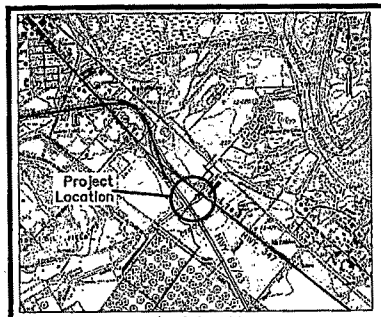
Represented by:

_____

Marc D. Tausend, as Agent and Attorney-in-Fact
Title

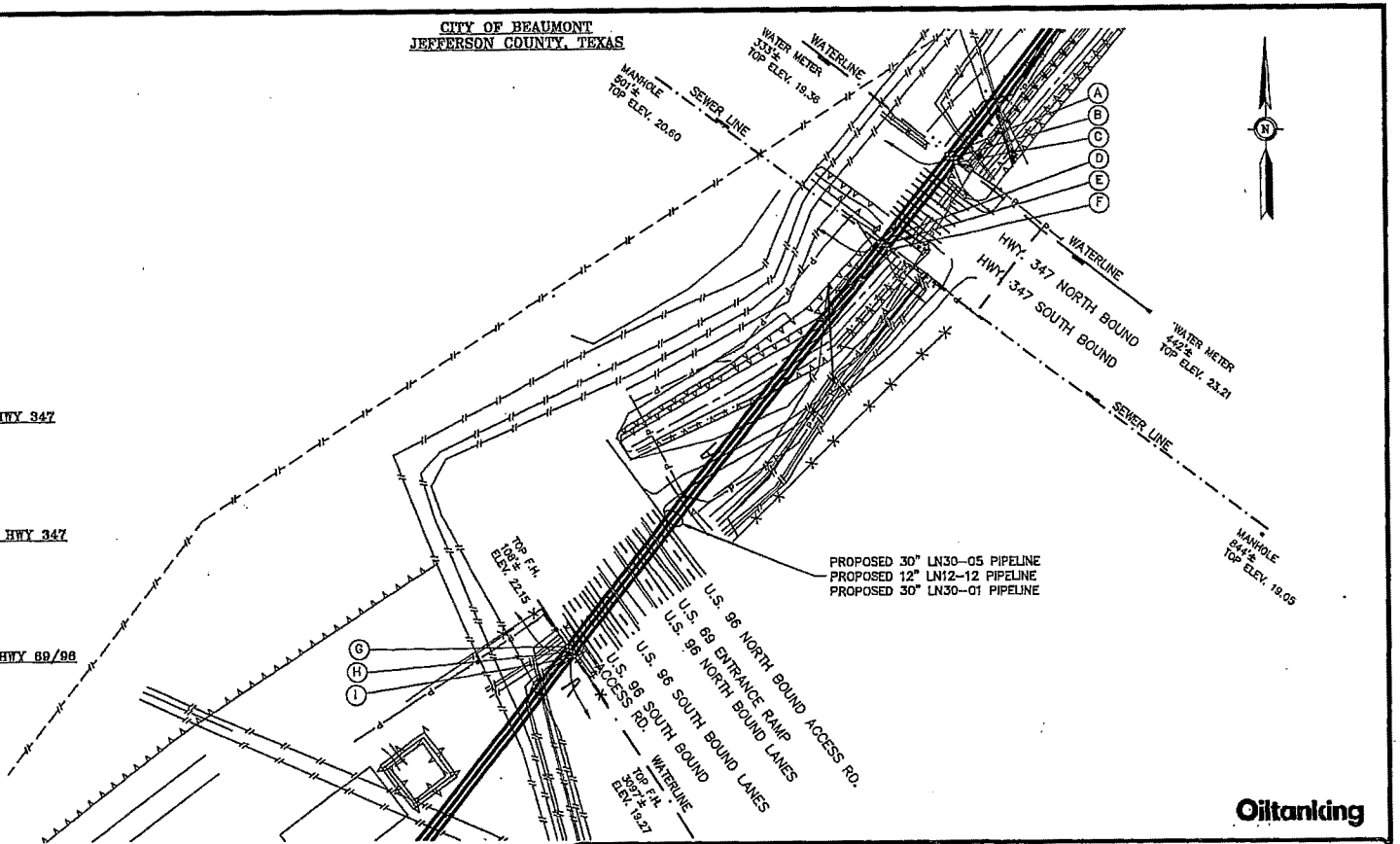
ATTEST:

By:_____
Secretary



Vicinity Map
scale : 1"=1 mile

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



PIPELINE CROSSING EXIST. WATERLINE EAST OF HWY 347

A	LN30-05	N:13952246.58 E:3534853.44	N.G. 19.9'± COVER 83.02'
B	LN12-12	N:13952240.12 E:3534861.30	N.G. 19.9'± COVER 100.03'
C	LN30-01	N:13952234.03 E:3534869.02	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. SEWER LINE WEST OF HWY 347

D	LN30-05	N:13952090.73 E:3534732.38	N.G. 19.9'± COVER 83.02'
E	LN12-12	N:13952084.82 E:3534740.45	N.G. 19.9'± COVER 100.03'
F	LN30-01	N:13952078.55 E:3534748.69	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. WATERLINE WEST OF HWY 69/96

G	LN30-05	N:13951373.28 E:3534173.44	N.G. 19.9'± COVER 40.31'
H	LN12-12	N:13951363.82 E:3534179.00	N.G. 19.9'± COVER 44.60'
I	LN30-01	N:13951354.09 E:3534184.88	N.G. 19.9'± COVER 40.31'

HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

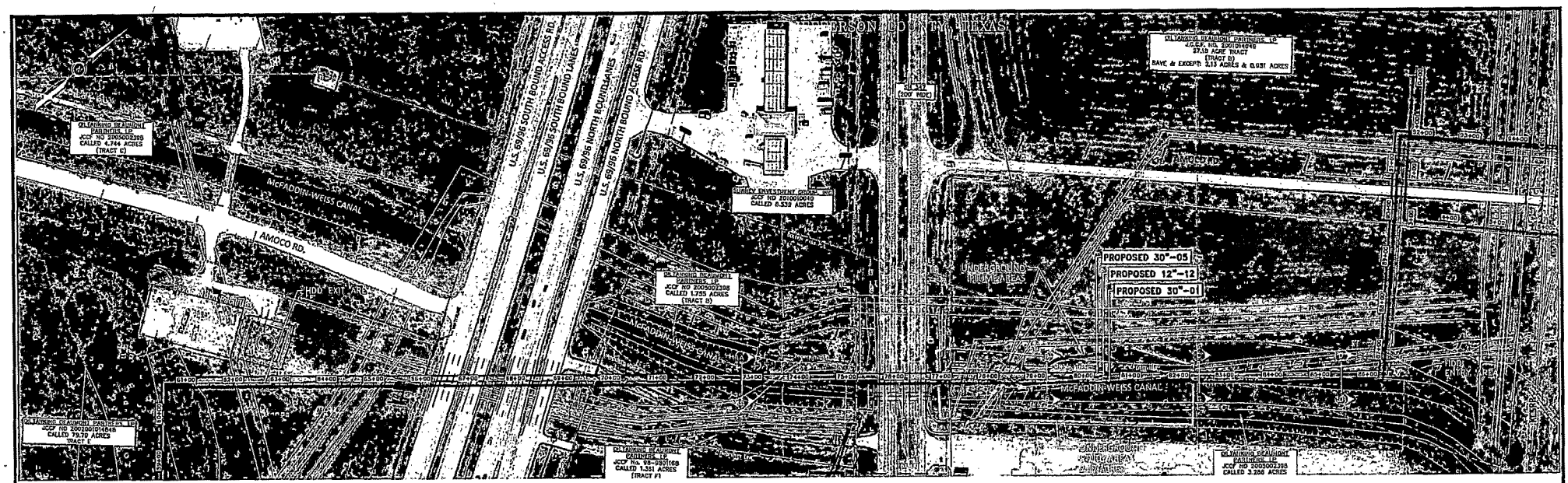
CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 69/93 AND HWY 347 & (2)WATERLINES & (1)SEWER LINE
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

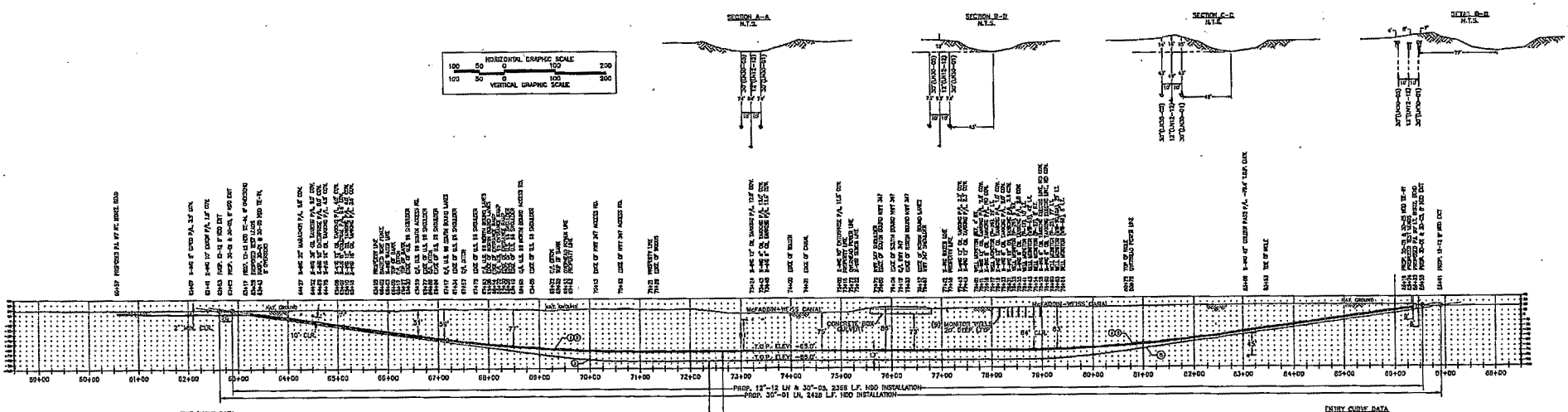
NO.	DATE	REVISION	BY	APP
A	01/15/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-HOUMA FACILITY-
283 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-2731 FAX: 985-876-0052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY, SUITE 620
HOUSTON, TEXAS, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/15/15
CAD FILE: 11925-01.DWG	

H:\Projects\11925 OIT XOM Interconnect\4000 PERMITS\City of Beaumont\11925-01.dwg plotted on Jan 25, 2015 - 9:58am





Oiltanking

LEGEND:

ISSUED FOR BID PURPOSES ONLY
DATE: 01/21/15

REFERENCE DRAWINGS	
DRAWING NO.	TITLE

REVISIONS					
MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	10/21/14	DM	---	---
B	ISSUED FOR REVIEW	11/03/14	DM	---	---
C	ISSUED FOR REVIEW	11/11/14	DESR	DESR	---
D	ISSUED FOR REVIEW	12/02/14	DM	---	---
E	ISSUED FOR REVIEW	12/04/14	DM	---	---
F	ISSUED FOR REVIEW	12/15/14	DM	---	---
G	ISSUED FOR BID	01/21/15	DM	---	---

APPROVALS		
DRAWN BY	PWK	DATE 10/16/14
CHECKED BY	---	DATE ---
ENG. APPROVAL	---	DATE ---
P. M. APPROVAL	---	DATE ---
CLIENT APPROVAL	---	DATE ---

Harris P. Hebert, Inc.
CIVIL ENGINEERS - SURVEYORS - ENVIRONMENTAL SPECIALISTS
Office Locations
BEAUMONT/PORT ARTHUR
3950 Dowlen Road
Beaumont, Texas 77706
(409) 892-1963
HOUSTON/GALVESTON
1111 Fannin, Suite 1500
Houston, Texas 77002
(713) 654-8560
TBPE Firm Registration No. F-1386
TBPLS Firm Registration No. 10046100

OILTANKING BEAUMONT PARTNERS, L.P.

HWY. 69/96 AND HWY. 347 CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
BEAUMONT-PORT NECHES AREA
JEFFERSON COUNTY, TEXAS

AFE NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
---	AS SHOWN	---	---	11925-3002	G

K:\Projects\11925 OIL ROW Interconnect\3000 CROSSING INSTALLATIONS\11925-3002 MCFADDIN.dwg plotted on Jan 31, 2015 - 10:05am

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West. L.P. Business Phone: (713) 381-8368

Business Address: Attn: Marc D. Tausend, Land Department 13.12, 1100 Louisiana, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 30" Crude Pipeline crossing Hwy 69 & Hwy 347 (B)

_____ hereby grants to

Enterprise Beaumont Marine West. L.P.

_____ hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
US 69- west side in TXDOT ROW-12" water (no ROW)	
SH 347- east side in TXDOT ROW- 8" water (no ROW)	
SH 347 - west side in TXDOT ROW - 2" sanitary sewer (no ROW)	

EXHIBIT "C"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00.** The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont

P.O. Box 3827
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Enterprise Beaumont Marine West. L.P.

Address of Licensee: Attn: Marc Tausend, 1100 Louisiana St.

City and State of Licensee: Houston, TX 77002

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Enterprise Beaumont Marine West. L.P.

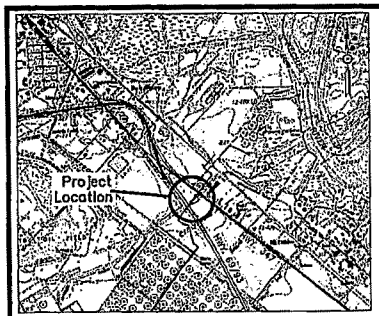
Represented by:

_____
Marc D. Tausend, as Agent and Attorney-in-Fact
Title

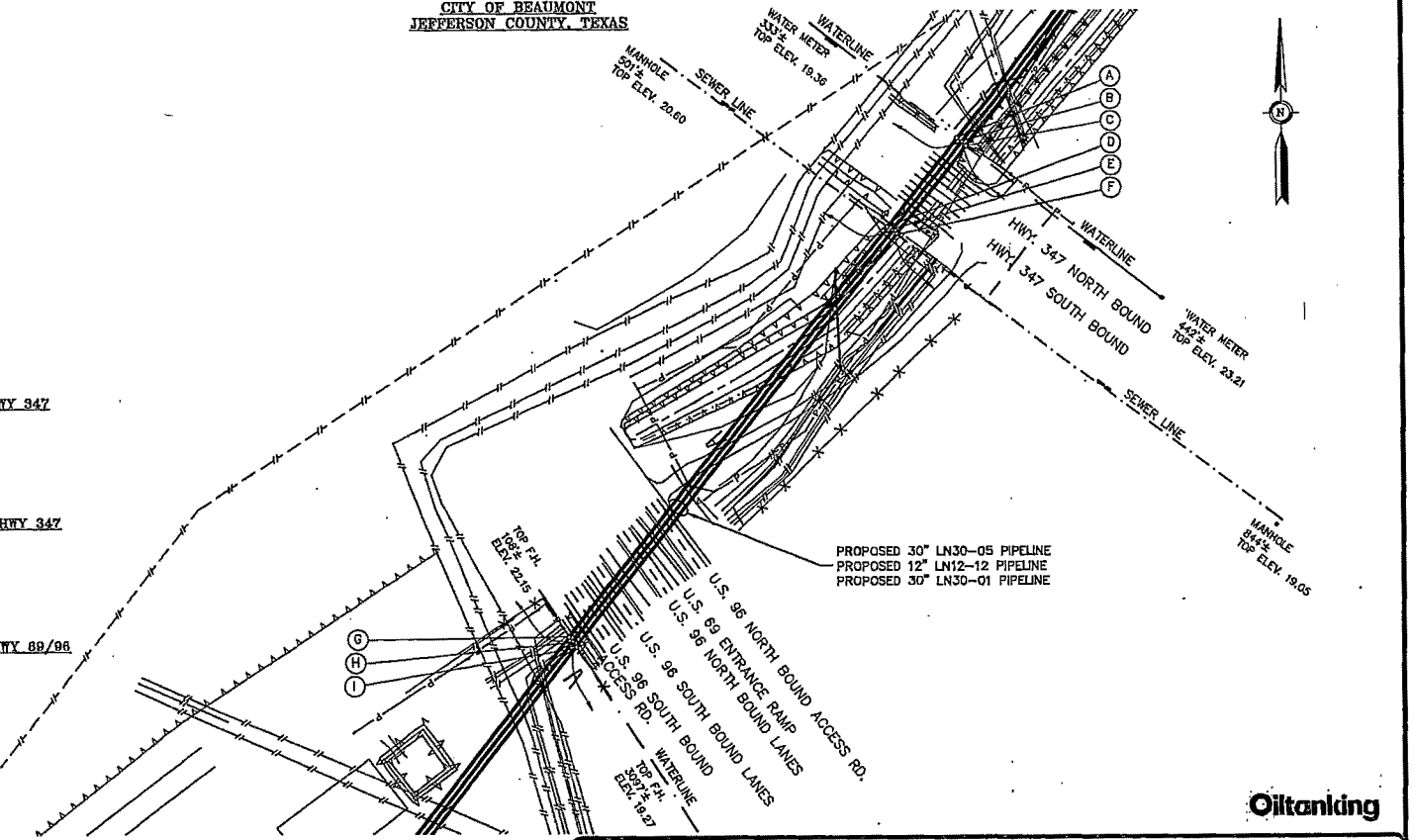
ATTEST:

By:_____
Secretary

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



Vicinity Map
scale : 1"=1 mile



PIPELINE CROSSING EXIST. WATERLINE EAST OF HWY 347

A	LN30-05	N:13952245.58 E:3534853.44	N.G. 19.9'± COVER 83.02'
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C	LN30-01	N:13952234.03 E:3534869.02	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. SEWER LINE WEST OF HWY 347

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E	LN12-12	N:13952084.92 E:3534740.45	N.G. 19.9'± COVER 100.03'
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PIPELINE CROSSING EXIST. WATERLINE WEST OF HWY 69/96

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H	LN12-12	N:13951363.82 E:3534179.00	N.G. 19.9'± COVER 44.60'
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HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 69/93 AND HWY 347 & (2)WATERLINES & (1)SEWER LINE
CITY OF BEAUMONT — JEFFERSON COUNTY, TEXAS

NO.	DATE	REVISION	BY	APP
A	01/15/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-HOUMA FACILITY-
233 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-3731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY, SUITE 620
HOUSTON, TEXAS 77074
713-219-1470 FAX: 713-219-1471

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/15/15
CAD FILE: 11925-01.DWG	

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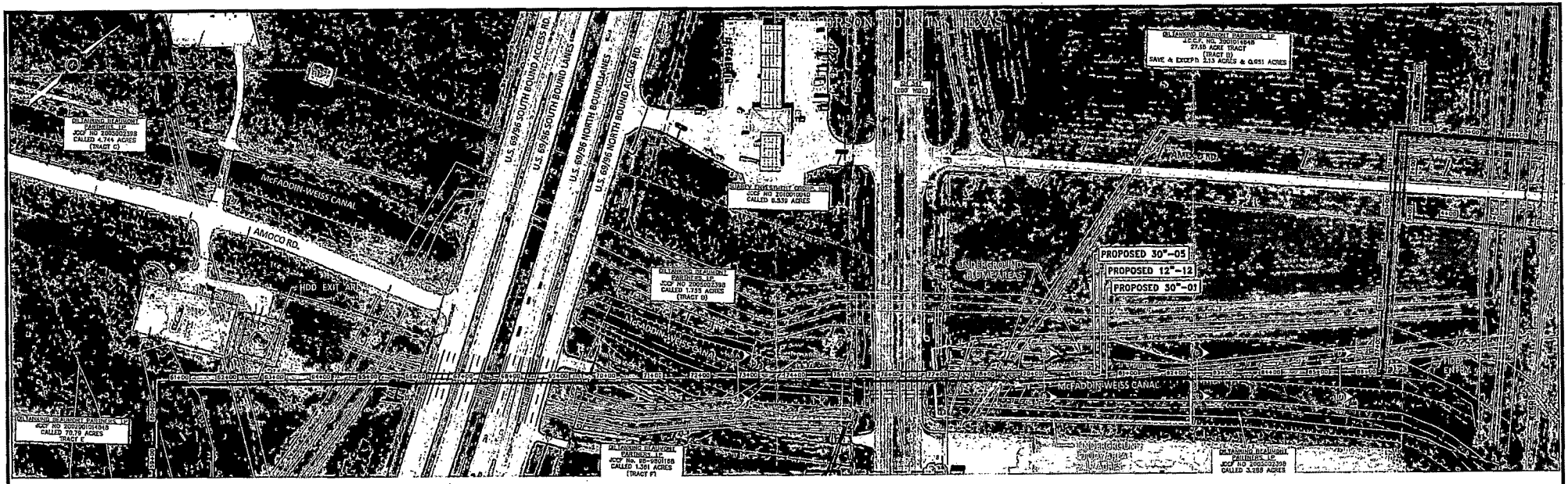

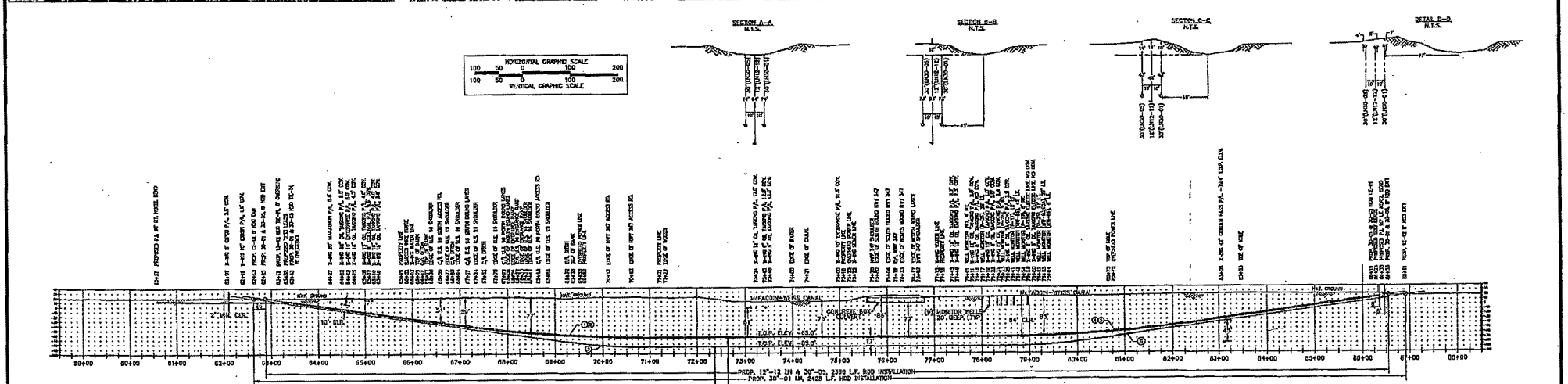

EXIT CURVE DATA

(1) 30" (LN 30-01) RADIUS: 3000.00', LENGTH: 418.88', TANGENT: 209.78', Δ= 08°00'00"
(2) 30" (LN 30-05) RADIUS: 3000.00', LENGTH: 418.88', TANGENT: 209.78', Δ= 08°00'00"
(3) 12" (LN 12-12) RADIUS: 1200.00', LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

PROPOSED 12"-12 P/L & 2" HDPE UTILITY DUCT ENCASED IN 4" UTILITY CONDUIT HDD INSTALLATION

PROPOSED 30"-01 AND 30"-05 HDD INSTALLATION (HDD PROFILES AT SAME ELEV. W/20 FT. HORIZONTAL SPACING)

ENTRY CURVE DATA

(1) 30" (LN 30-01) RADIUS: 3000.00', LENGTH: 418.88', TANGENT: 209.78', Δ= 08°00'00"
(2) 30" (LN 30-05) RADIUS: 3000.00', LENGTH: 418.88', TANGENT: 209.78', Δ= 08°00'00"
(3) 12" (LN 12-12) RADIUS: 1200.00', LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

Oiltanking

LEGEND:

ISSUED FOR BID PURPOSES ONLY
DATE: 01/31/15

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	10/21/14	DM	—	—
B	ISSUED FOR REVIEW	11/05/14	DM	—	—
C	ISSUED FOR REVIEW	11/11/14	DESG	DESG	—
D	ISSUED FOR REVIEW	12/02/14	DM	—	—
E	ISSUED FOR REVIEW	12/04/14	DM	—	—
F	ISSUED FOR REVIEW	12/15/14	DM	—	—
G	ISSUED FOR BID	01/15/15	DM	—	—

APPROVALS

DRAWN BY: PWK	DATE: 10/18/14
CHECKED BY: —	DATE: —
ENG. APPROVAL: —	DATE: —
P. M. APPROVAL: —	DATE: —

Morris P. Hebert, Inc.

CLIENT APPROVAL	DATE
—	—

OILTANKING BEAUMONT PARTNERS, L.P.

HWY. 69/96 AND HWY. 347 CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
BEAUMONT-PORT NECHES AREA
JEFFERSON COUNTY, TEXAS

AFE NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
—	AS SHOWN	—	—	11925-3002	G

M:\Projects\11925 OIL XOM Interconnect\3000 CROSSING INSTALLATIONS\11925-3002 MCFADDIN.dwg plotted on Jan 31, 2015 - 10:05am

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West. L.P. Business Phone: (713) 381-8368

Business Address: Attn: Marc D. Tausend, Land Department 13.12, 1100 Louisiana, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 12" Process Water Line crossing Hwy 69 & Hwy 347 hereby grants to Enterprise Beaumont Marine West. L.P. hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
US 69- west side in TXDOT ROW-12" water (no ROW)	
SH 347- east side in TXDOT ROW- 8" water (no ROW)	
SH 347 - west side in TXDOT ROW - 2" sanitary sewer (no ROW)	

EXHIBIT "D"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00
- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

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This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.
- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.
- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

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- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00**. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont	Name of Licensee: Enterprise Beaumont Marine West. L.P.
P.O. Box 3827 Beaumont, Texas 77704	Address of Licensee: Attn: Marc Tausend, 1100 Louisiana St.
Attn: City Manager	City and State of Licensee: Houston, TX 77002

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Enterprise Beaumont Marine West. L.P.

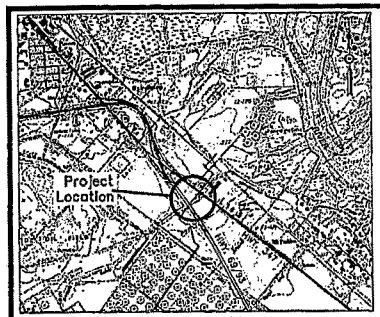
Represented by:

_____

Marc D. Tausend, as Agent and Attorney-in-Fact
Title

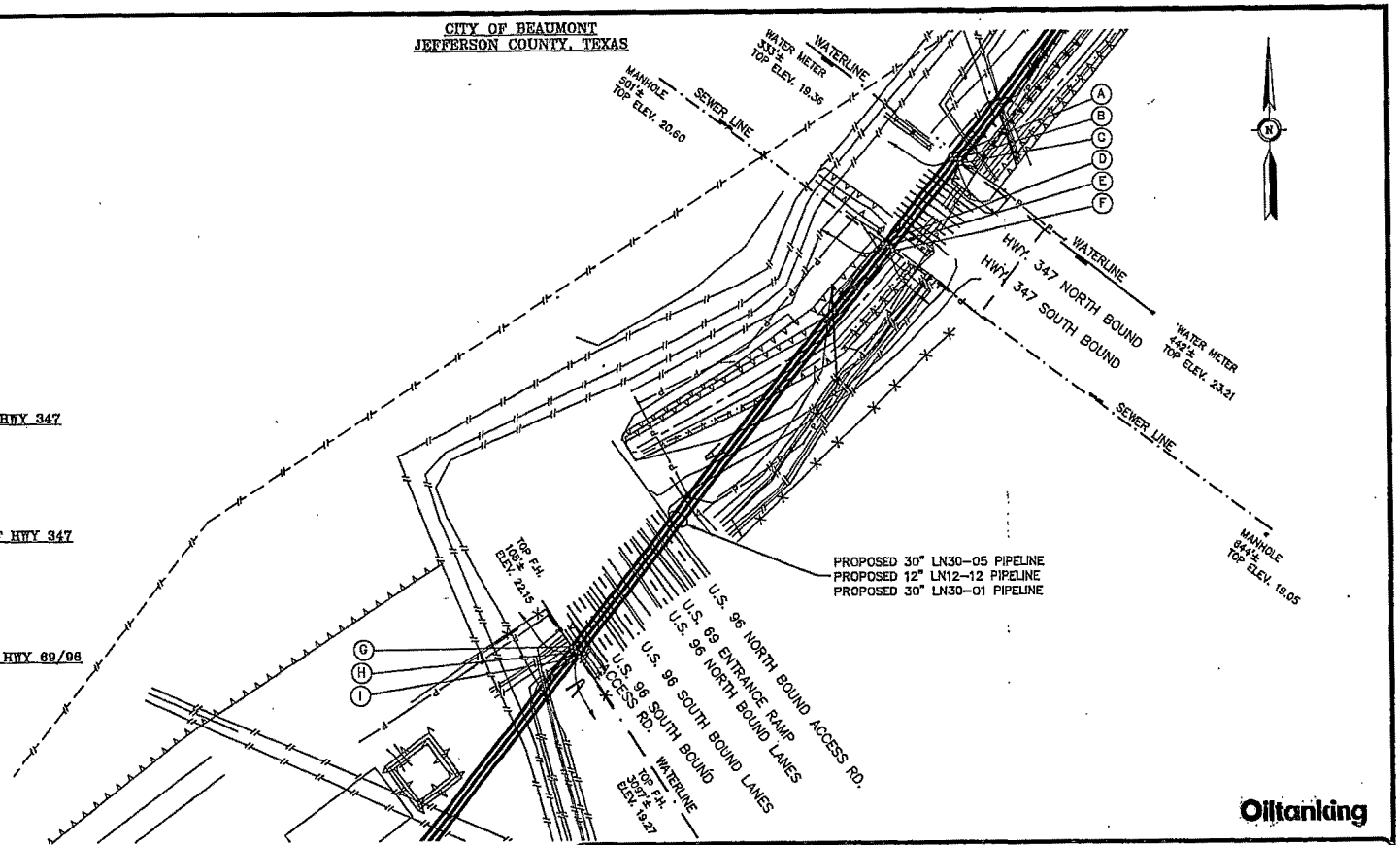
ATTEST:

By:_____
Secretary



Vicinity Map
scale : 1"=1 mile

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



PIPELINE CROSSING EXIST. WATERLINE EAST OF HWY 347

A	LN30-05	N:13952246.58 E:3534853.44	N.G. 19.9'± COVER 83.02'
B	LN12-12	N:13952240.12 E:3534861.30	N.G. 19.9'± COVER 100.03'
C	LN30-01	N:13952234.03 E:3534869.02	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. SEWER LINE WEST OF HWY 347

D	LN30-05	N:13952090.73 E:3534732.38	N.G. 19.9'± COVER 83.02'
E	LN12-12	N:13952084.92 E:3534740.45	N.G. 19.9'± COVER 100.03'
F	LN30-01	N:13952078.55 E:3534748.69	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. WATERLINE WEST OF HWY 69/96

G	LN30-05	N:13951373.28 E:3534173.44	N.G. 19.9'± COVER 40.31'
H	LN12-12	N:13951363.82 E:3534179.00	N.G. 19.9'± COVER 44.60'
I	LN30-01	N:13951354.09 E:3534184.88	N.G. 19.9'± COVER 40.31'

HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

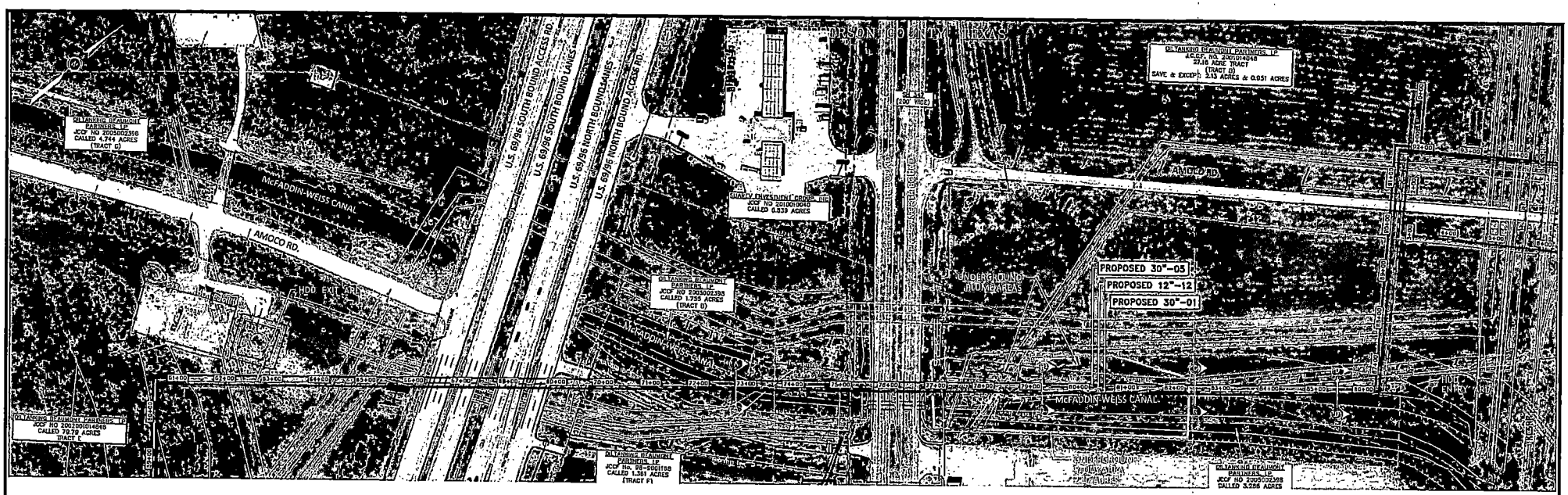
CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 69/93 AND HWY 347 & (2)WATERLINES & (1)SEWER LINE
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

NO.	DATE	REVISION	BY	APP
A	01/15/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-HOUMA FACILITY-
285 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY,
SUITE 620
HOUSTON, TEXAS, 77074
713-219-1470 FAX: 713-219-1471
mpheinc@www.mpheinc.com

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/15/15
CAD FILE: 11925-01.DWG	

H:\Projects\11925 OTI XOM interconnect\4000 PERMITS\City of Beaumont\11925-01.dwg plotted on Jan 25, 2015 - 9:56am



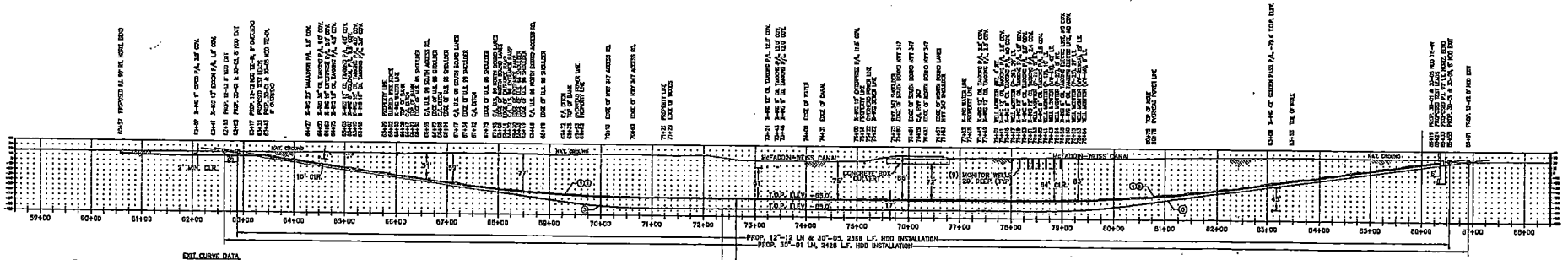
HORIZONTAL GRAPHIC SCALE
100 50 0 100 200
VERTICAL GRAPHIC SCALE
100 50 0 100 200

SECTION A–A N.T.S.

SECTION B–B N.T.S.

SECTION C–C N.T.S.

DETAIL D–D N.T.S.



EXIT CURVE DATA
① 30" O.N. 30–01 RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.78', Δ= 08°00'00"
② 30" O.N. 30–05 RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.78', Δ= 08°00'00"
③ 12" O.N. 12–12 RADIUS: 1200.00' , LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

PROPOSED 12"–12 P/L & 2" HDPE UTILITY DUCT ENCASED IN 4" UTILITY CONDUIT HDD INSTALLATION

PROPOSED 30"–01 AND 30"–05 HDD INSTALLATION (HDD PROFILES AT SAME ELEV. W/20 FT. HORIZONTAL SPACING)

ENTRY CURVE DATA
③ 30" O.N. 30–01 RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.78', Δ= 08°00'00"
④ 30" O.N. 30–05 RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.78', Δ= 08°00'00"
⑤ 12" O.N. 12–12 RADIUS: 1200.00' , LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

LEGEND:

ISSUED FOR BID PURPOSES ONLY
DATE: 01/21/15

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	10/31/14	DH	---	---
B	ISSUED FOR REVIEW	11/03/14	DH	---	---
C	ISSUED FOR REVIEW	11/11/14	DESH	DESH	---
D	ISSUED FOR REVIEW	12/01/14	DH	---	---
E	ISSUED FOR REVIEW	12/04/14	DH	---	---
F	ISSUED FOR REVIEW	12/15/14	DH	---	---
G	ISSUED FOR BID	01/15/15	DH	---	---

APPROVALS

DRAWN BY	DATE
PWK	10/16/14
CHECKED BY	DATE
---	---
ENG. APPROVAL	DATE
---	---
P. M. APPROVAL	DATE
---	---
CUSTY APPROVAL	DATE
---	---

Morris P. Hebert, Inc.
CIVIL • STRUCTURAL • ENVIRONMENTAL ENGINEERS
3D MODELING • PROJECT MANAGEMENT
3D Laser Scanning • Construction Staking • Right-of-Way Mapping
4924 FM 1960 West, Houston, Texas 77069
(281) 440-0781 FAX (281) 440-0785
Houston • Austin • Corpus Christi • Dallas • Lafayette
Texas Board of Professional Engineers Registration No. F-1386
Texas Board of Professional Land Surveying Registration No. 100346-00

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

HWY. 69/96 AND HWY. 347 CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
BEAUMONT-PORT NECHES AREA
JEFFERSON COUNTY, TEXAS

APE. NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
---	AS SHOWN	---	---	11825-3002	C

H:\Projects\11825 OIL Reinvestment\XING CROSSING INSTALLATIONS\11825-3002 MCFADDEN.dwg plotted on Jan 31, 2015 - 10:56:04

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West LP Business Phone: (713) 381-8368

Business Address: Attn: Marc D. Tausend, Land Department 13.12, 1100 Louisiana, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 4" Utility Conduit crossing West Port Arthur Road

hereby grants to

Enterprise Beaumont Marine West LP

hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
West Port Arthur Road - east side in UPRR ROW-12"&16" sanitary sewer and 20" water (no ROW)	

EXHIBIT "E"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

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  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

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- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

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  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Enterprise Beaumont Marine West, L.P.

Address of Licensee: 1100 Louisiana St. Attn: Marc Tausend

City and State of Licensee: Houston, TX 77002

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the Water Utilities Director. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

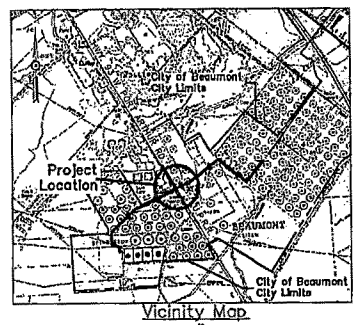
Enterprise Beaumont Marine West. L.P.

Represented by:

Marc D. Tausend, As Agent and Attorney-in-Fact
Title

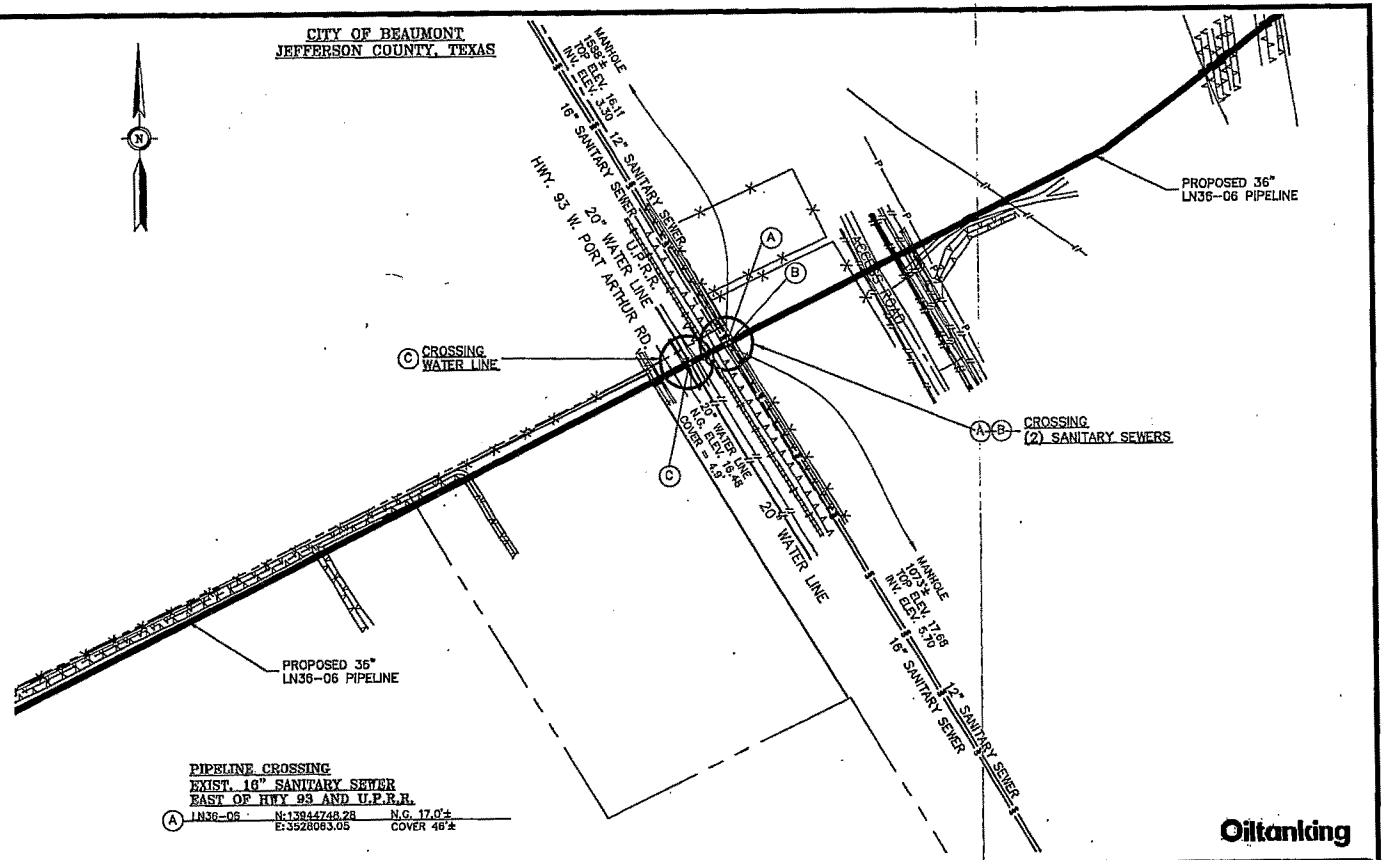
ATTEST:

By:_____
Secretary



Vicinity Map
scale : 1"=1 mile

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



PIPELINE CROSSING
EXIST. 16" SANITARY SEWER
EAST OF HWY 93 AND U.P.R.R.

(A)	LN36-06	N:13944748.28 E:3528063.05	N.G. 17.0'± COVER 46'±	

PIPELINE CROSSING
EXIST. 12" SANITARY SEWER
EAST OF HWY 93 AND U.P.R.R.

(B)	LN36-06	N:13944751.74 E:3528068.49	N.G. 17.0'± COVER 46'±	

PIPELINE CROSSING
EXIST. 20" WATER LINE
EAST OF HWY 93 AND WEST OF U.P.R.R.

(C)	LN36-06	N:13944715.72 E:3527999.45	N.G. 17.0'± COVER 46'±	

HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 93 (W. PORT ARTHUR RD.) & (2) SEWER LINES & (1) WATER LINE
CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS

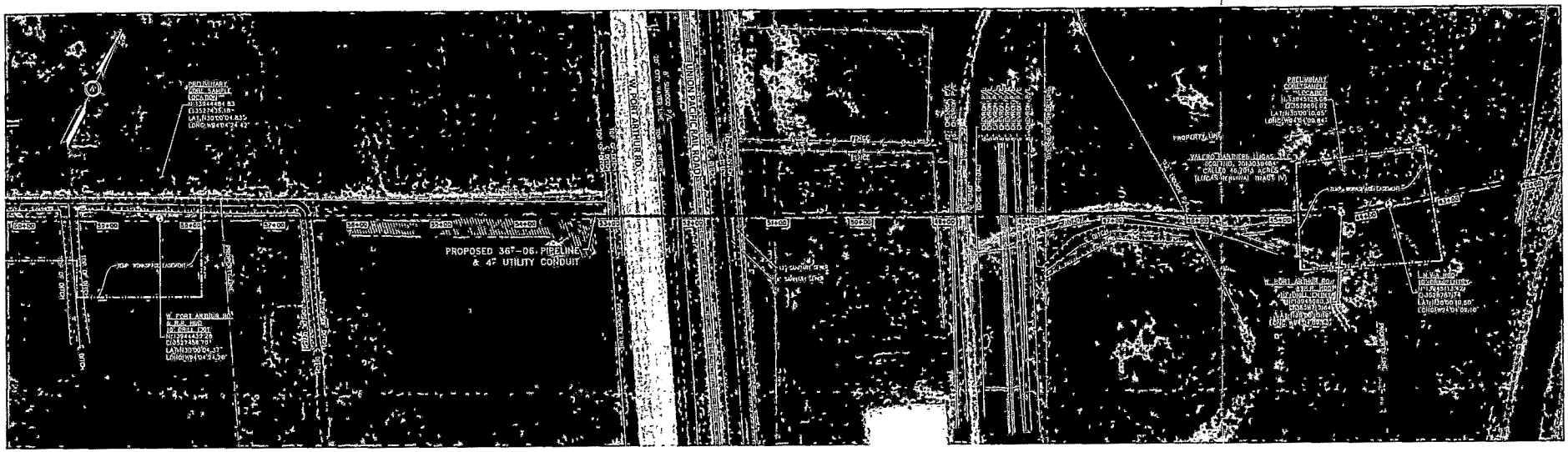
NO.	DATE	REVISION	BY	APP
A	01/23/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-LOUISIANA FACILITY-
251 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-2731 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY, SUITE 620
HOUSTON, TEXAS, 77074
713-219-1470 FAX: 713-219-1471
http://www.mphinc.com

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/23/15
CAD FILE: 11923-01.DWG	

H:\Projects\11923 OTI TransCanada Interconnect\4000 PERMITS\City of Beaumont\11923-01.dwg plotted on Feb 06, 2015 - 3:31pm

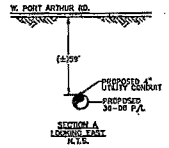
JEFFERSON COUNTY, TEXAS

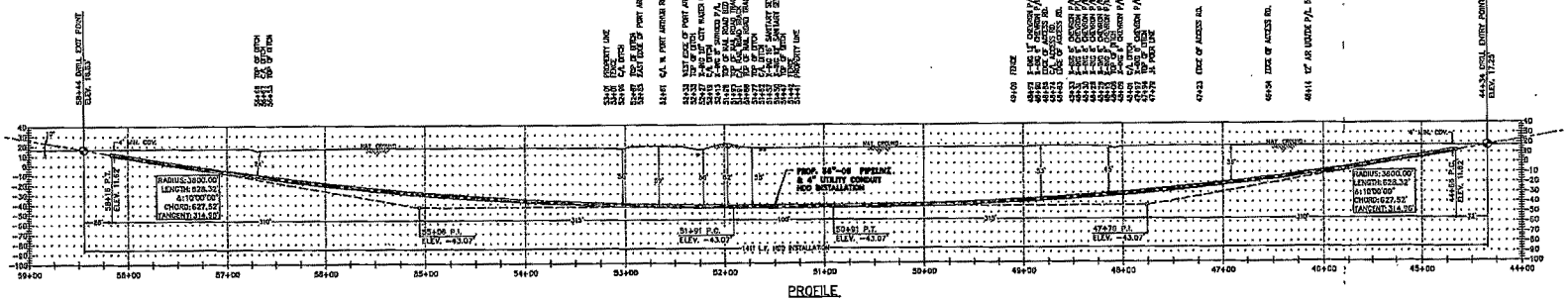


PLAN

FOR REFERENCE & MATERIAL SEE DWG. 11923-0005

HORIZONTAL GRAPHIC SCALE
60 30 0 60 120
60 30 0 60 120
VERTICAL GRAPHIC SCALE





PROFILE

Oiltanking

LEGEND:

PROGRESS PRINT

PRELIMINARY
DATE: 02/13/15

REFERENCE DRAWINGS	
DRAWING NO.	TITLE
11923-0005	ALIGNMENT SHEET
11923-0006	ALIGNMENT SHEET

REVISIONS					
MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	11/10/14	DM	---	---
B	ISSUED FOR REVIEW	11/18/14	DM	---	---
C	ISSUED FOR REVIEW	02/13/15	DM	---	---

APPROVALS		
DRAWN BY	DM	DATE 11/21/14
CHECKED BY	---	DATE ---
ENG. APPROVAL	---	DATE ---
P. M. APPROVAL	---	DATE ---
CLIENT APPROVAL	---	DATE ---

Harris P. Hebert, Inc.
Engineering Consultants
Texas Registered Engineering Firm F-1580
Texas Registered Surveying Firm 100160-00
2800 Langham Creek Parkway, Suite 200
Houston, Texas 77060
281-447-8100 Fax 281-447-8101

OILTANKING BEAUMONT PARTNERS, L.P.

PLAN AND PROFILE
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
26in LN 05 PIPELINE CROSSING W. PORT ARTHUR RD.
JEFFERSON COUNTY, TEXAS

AFE NO.	SCALE	INSP.	SYSTEM	DRAWING NO.	REV.
---	AS SHOWN	---	---	11923-3002	C

H:\Projects\11923 OTI TransCanada Interconnect\3000 CROSSINGS\11923-3002 W.PORT ARTHUR RD. CROSSING.dwg plotted on Feb 13, 2015 - 2:17pm

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise Beaumont Marine West LP Business Phone: (713) 381-8368

Business Address: Attn: Marc D. Tausend, Land Department 13.12, 1100 Louisiana, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein $500.00 for the 4" Utility Conduit crossing Hwy 69 & Hwy 347 hereby grants to Enterprise Beaumont Marine West LP hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
US 69- west side in TXDOT ROW-12" water (no ROW)	
SH 347- east side in TXDOT ROW- 8" water (no ROW)	
SH 347 - west side in TXDOT ROW - 2" sanitary sewer (no ROW)	

EXHIBIT "F"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00
- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.
- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.
- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department.** Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00.** The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

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- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

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SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Enterprise Beaumont Marine West, L.P.

Address of Licensee: 1100 Louisiana St. Attn: Marc Tausend

City and State of Licensee: Houston, TX 77002

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Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

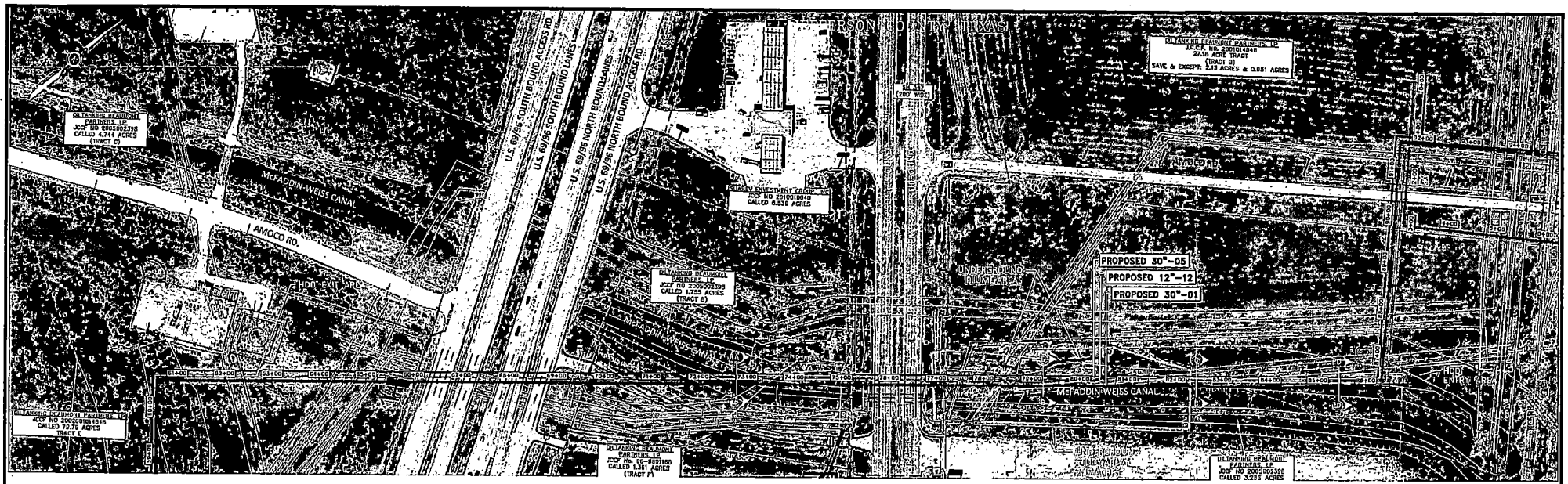
Enterprise Beaumont Marine West. L.P.

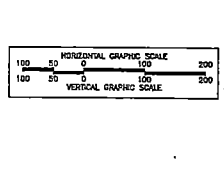
Represented by:

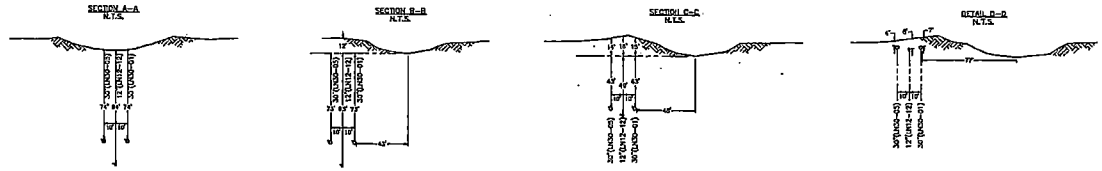
Marc D. Tausend, As Agent and Attorney-in-Fact
Title

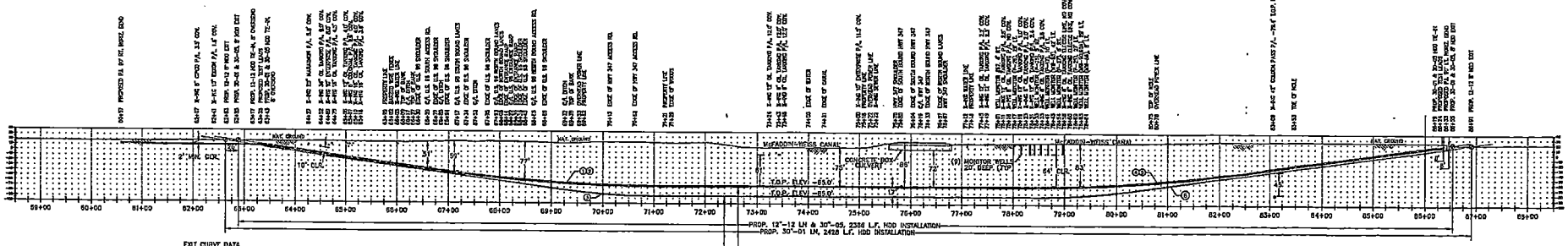
ATTEST:

By:_____
Secretary









EXIT CURVE DATA
① 30" (LH 30-01) RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.76', Δ= 08°00'00"
② 30" (LH 30-05) RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.76', Δ= 08°00'00"
③ 12" (LH 12-12) RADIUS: 1200.00' , LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

PROPOSED 12"-12 P/L & 2" HDPE UTILITY DUCT ENCASED IN 4" UTILITY CONDUIT HDD INSTALLATION

PROPOSED 30"-01 AND 30"-05 HDD INSTALLATION (HDD PROFILES AT SAME ELEV. W/20 FT. HORIZONTAL SPACING)

ENTRY CURVE DATA
② 30" (LH 30-01) RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.76', Δ= 08°00'00"
① 30" (LH 30-05) RADIUS: 3000.00' , LENGTH: 418.85', TANGENT: 209.76', Δ= 08°00'00"
③ 12" (LH 12-12) RADIUS: 1200.00' , LENGTH: 167.55', TANGENT: 83.91', Δ= 08°00'00"

Oiltanking

LEGEND:

ISSUED FOR BID PURPOSES ONLY
DATE: 01/21/15

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	DRAWN	CHK	APPR
A	ISSUED FOR REVIEW	10/31/14	BM	---	---
B	ISSUED FOR REVIEW	11/20/14	BM	---	---
C	ISSUED FOR REVIEW	11/11/14	DESI	DESI	---
D	ISSUED FOR REVIEW	12/09/14	BM	---	---
E	ISSUED FOR REVIEW	12/24/14	BM	---	---
F	ISSUED FOR REVIEW	12/15/14	BM	---	---
G	ISSUED FOR BID	01/19/15	BM	---	---

APPROVALS

DRAWN BY	DATE
PWK	10/16/14
CHECKED BY	DATE
---	---
ENG. APPROVAL	DATE
---	---
P. M. APPROVAL	DATE
---	---
CLIENT APPROVAL	DATE
---	---

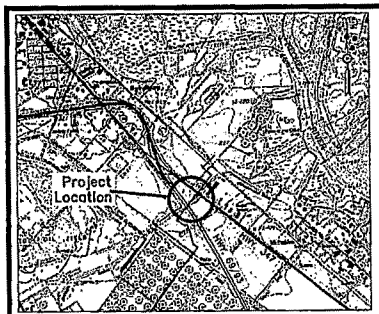
mpfe
Morris P. Hebert, Inc.
Civil Engineers • Environmental Specialists
Offices Statewide
TBPE Firm Registration No. F-1386
TBPG Firm Registration No. 50009-00
TBAE Firm Registration No. 6579
Houston, Texas 77063
Tel: 713-784-4500 Fax: 713-784-4501
Beaumont, Texas 77706
Tel: 409-892-1963 Fax: 409-892-1965
www.mpfe.com

OILTANKING BEAUMONT PARTNERS, L.P.

HWY. 69/96 AND HWY. 347 CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
BEAUMONT-PORT NECHES AREA
JEFFERSON COUNTY, TEXAS

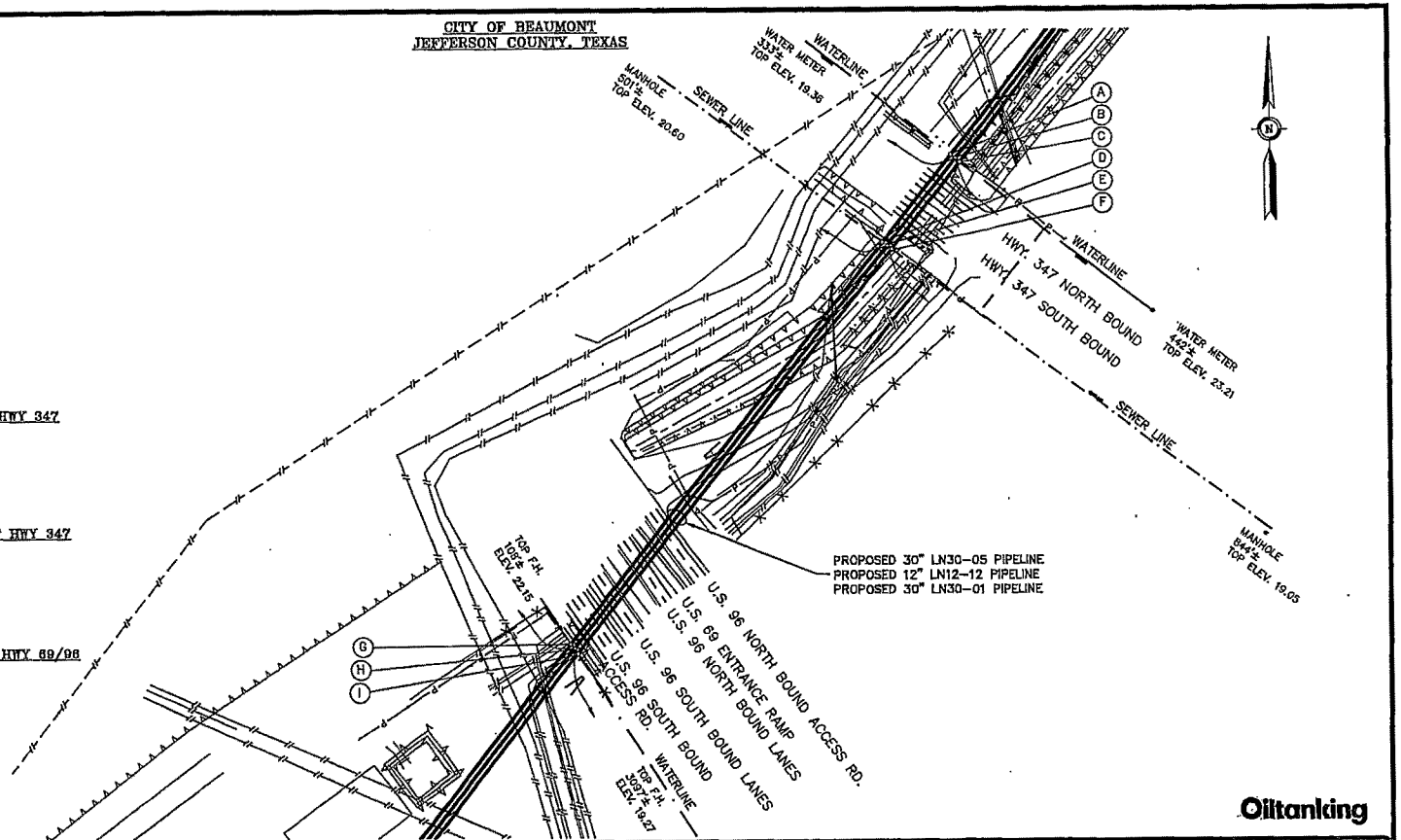
APE NO.	SCALE	INDEX	SYSTEM	DRAWING NO.	REV.
---	AS SHOWN	---	---	11925-3002	G

H:\Projects\11925 OIT 604 Interconnect\3000 CROSSING INSTALLATIONS\11925-3002 MCFADDIN.dwg plotted on Jan 21, 2015 - 10:58am



Vicinity Map
scale : 1"=1 mile

CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS



PIPELINE CROSSING EXIST. WATERLINE EAST OF HWY 347

A	LN30-05	N:13952246.58 E:3534853.44	N.G. 19.9'± COVER 83.02'
B	LN12-12	N:13952240.12 E:3534861.30	N.G. 19.9'± COVER 100.03'
C	LN30-01	N:13952234.03 E:3534869.02	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. SEWER LINE WEST OF HWY 347

D	LN30-05	N:13952090.73 E:3534732.38	N.G. 19.9'± COVER 83.02'
E	LN12-12	N:13952084.92 E:3534740.45	N.G. 19.9'± COVER 100.03'
F	LN30-01	N:13952078.55 E:3534748.69	N.G. 19.9'± COVER 83.02'

PIPELINE CROSSING EXIST. WATERLINE WEST OF HWY 69/96

G	LN30-05	N:13951373.28 E:3534173.44	N.G. 19.9'± COVER 40.31'
H	LN12-12	N:13951363.82 E:3534179.00	N.G. 19.9'± COVER 44.60'
I	LN30-01	N:13951354.09 E:3534184.88	N.G. 19.9'± COVER 40.31'

HORIZONTAL GRAPHIC SCALE
200 100 0 200 400 600 feet

Oiltanking

OILTANKING BEAUMONT PARTNERS, L.P.

CITY OF BEAUMONT UTILITY CROSSING
PROPOSED CRUDE OIL EXPANSION PIPELINE SYSTEM
CROSSING HWY. 69/93 AND HWY 347 & (2)WATERLINES & (1)SEWER LINE
CITY OF BEAUMONT — JEFFERSON COUNTY, TEXAS

NO.	DATE	REVISION	BY	APP
A	01/15/15	ISSUED FOR REVIEW	PK	

Morris P. Hebert, Inc.
OFFICE LOCATIONS:
-HOUMA FACILITY-
233 CORPORATE DRIVE
HOUMA, LOUISIANA 70360
985-879-2791 FAX: 985-876-9052
-HOUSTON FACILITY-
10101 SOUTH WEST FREEWAY, SUITE 620
HOUSTON, TEXAS, 77074
713-219-1470 FAX: 713-219-1471

DRAWN BY: PK	SHEET: 1 OF 1
CHECKED BY: DES II	SCALE :1"=200'
APPROVED BY: ---	DATE: 01/15/15
CAD FILE: 11925-01.DWG	

H:\Projects\11925 OTI XOM Interconnect\4000 PERMITS\City of Beaumont\11925-01.dwg plotted on Jun 25, 2015 - 9:58am

D

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: April 28, 2015

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the claim of Baptist Hospitals of Southeast Texas.

BACKGROUND
This matter was presented and discussed in Executive Session held on April 21, 2015. The City Attorney is requesting authority to settle this claim in the amount of $32,607.42.

FUNDING SOURCE
General Liability Fund.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, the claim of Baptist Hospitals of Southeast Texas was discussed in Executive Session properly called and held Tuesday, April 21, 2015; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Attorney be, and he is hereby, authorized to settle the claim of Baptist Hospitals of Southeast Texas for the sum of Thirty-Two Thousand Six Hundred Seven and 42/100 Dollars ($32,607.42); and,

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 28, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 4 and 5/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider a request to rezone a portion of the property from R-S (Residential Single Family Dwelling) to GC-MD (General Commerical-Multiple Family Dwelling) or a more restrictive district and a specific use permit to allow a commercial dump truck business at 2340 East Lucas

2. Consider a request for a Specific Use Permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A

3. Consider a request for a Specific Use Permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street

4. Consider an appeal of the Historic Landmark Commission's decision to deny the request for demolition and allow new construction at 2104 Pecos

5. Consider approving a resolution accepting the Automated Metering Infrastructure and Leak Detection project and authorizing final payment

PUBLIC HEARING

* Receive comments from applicants for Public Services and Public Facilities Program funding from the 2015 Community Development Block Grant Program

COMMENTS

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

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

1. No commercial use of R-S property, including parking vehicles.
2. Full compliance with United States Army Corp of Engineers requirements.
3. Parking areas must be paved.
4. Obtain a Certificate of Occupancy.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of ordinance, subject to the following conditions:

1. No commercial use of R-S property, including parking vehicles.
2. Full compliance with United States Army Corp of Engineers requirements.
3. Parking areas must be paved.
4. Obtain a Certificate of Occupancy.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codes)

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

APPLICANT'S NAME: William Ceaser (Ceaser's)

APPLICANT'S ADDRESS: 2340 East Lucas

APPLICANT'S PHONE #: 898-3051 FAX #: 896-2875

NAME OF OWNER: William Ceaser

ADDRESS OF OWNER: 3355 East Lucas

LOCATION OF PROPERTY: 2340 East Lucas

LEGAL DESCRIPTION OF PROPERTY:

LOT NO._____ OR TRACT_____

BLOCK NO._____ PLAT_____

ADDITION_____ SURVEY_____

NUMBER OF ACRES_____ NUMBER OF ACRES .54 .65

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Commerical Dump Truck Business ZONE: GC-MD

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 ½" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN ½ ACRE	$250.00
½ ACRE OR MORE AND LESS THAN 5 ACRES	$450.00
5 ACRES OR MORE	$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: William Ceaser DATE:_____

SIGNATURE OF OWNER: William Ceaser (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2230-P

DATE RECEIVED: 3/27/15

Phone - (409) 880-3764
Fax - (409) 880-3133

****

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

APPLICATION FOR AMENDMENT OF THE ZONING ORDINANCE BEAUMONT, TEXAS

(Chapter 28, City Codes)

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

APPLICANT'S NAME AND ADDRESS: Ceaser's 2340 East Lucas

APPLICANT'S PHONE #: (409) 898-3051 FAX #: (409) 896-2875

NAME OF OWNER: William Ceaser

ADDRESS OF OWNER: 3355 East Lucas

LOCATION OF PROPERTY: 2340 East Lucas

LEGAL DESCRIPTION OF PROPERTY:

LOT NO._____ OR TRACT_____

BLOCK NO._____ PLAT_____

ADDITION_____ SURVEY_____

NUMBER OF ACRES_____ NUMBER OF ACRES .32

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

CURRENT ZONING DISTRICT: R-S

ZONING DISTRICT REQUESTED: ~~Commercial~~ GC-MD

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

ACTION:_____

SUBMIT A LETTER STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE **APPLICATION FEE:**

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

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

SIGNATURE OF APPLICANT: William Ceaser DATE:_____

SIGNATURE OF OWNER (IF NOT APPLICANT): William Ceaser

PLEASE TYPE OR PRINT AND SUBMIT TO:

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

FILE NUMBER:_____
DATE RECEIVED:_____
RECEIPT NUMBER:

CEASER'S CONCRETE CONSTRUCTION
2340 E LUCAS
BEAUMONT, TEXAS 77703 plat D-27
H Williams jr. subdv. 8.681 acres
409-898-3051

March 31, 2015

City of Beaumont
Zoning Board

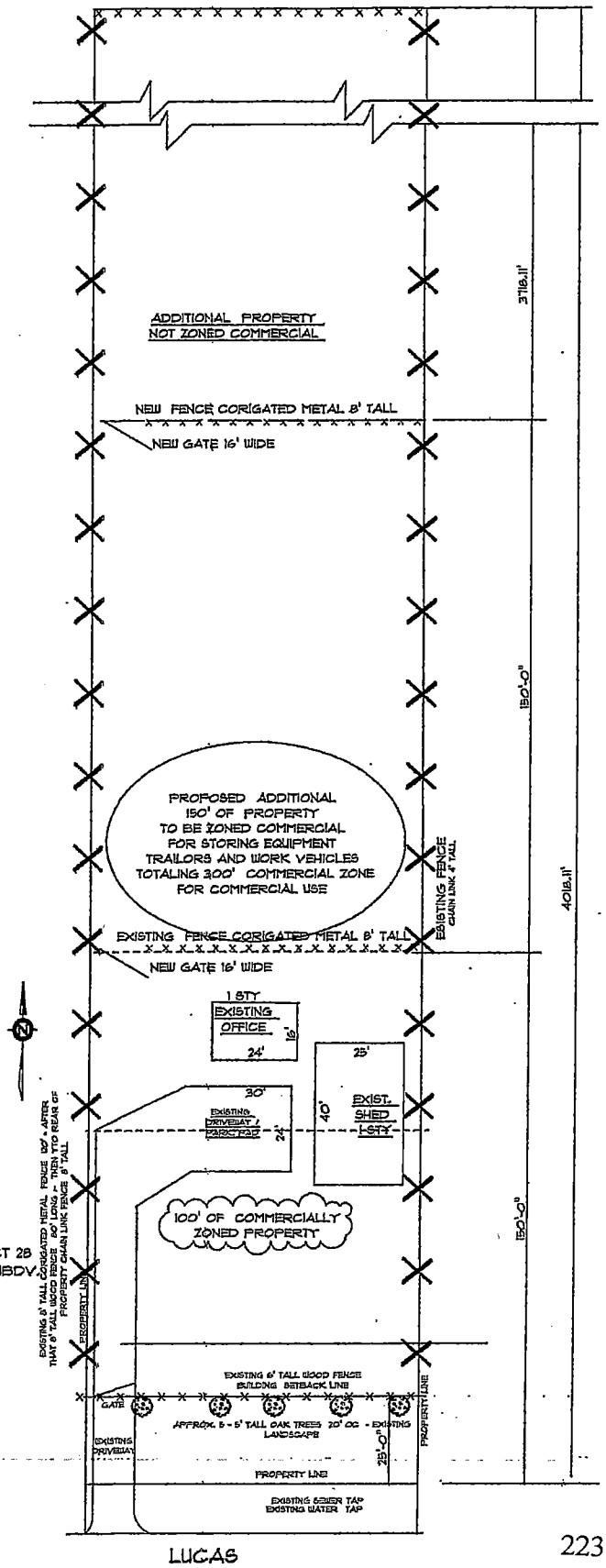
Re: Specific Use Application, 2340 E Lucas Street, Beaumont

Proposed Use:b This land for commercial use = dump truck businsss, store equipment, dump trucks, and trailors, work trucks - hauling dirt from dirt pit to clients and pick up concrete debris from job sites and haul to city dump site. We do not see clients at this office. We are adding 150' to the existing 150' of commercial use property to a full depth of 3oo feet total. We are open about 7:15 am to 4:00 pm.
The proposed specific use:

1. Will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity.
2. Will not impede the normal and orderly development and improvement of surrounding vacant property
3. Will have adequate utilities, access roads, drainage, and other necessary supporting facilities.
4. The design, location, and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development
5. Will have adequate nuisance prevention measures taken in order to prevent or control offensive odor, fumes, dust, noise and vibration.
6. Directional lighting will be provided so as not to disturb or adversely affect neighboring properties
7. There will be sufficient landscaping and screening to insure harmony and compatibility with adjacent property
8. The proposed use is in accordance with the Comprehensive Plan.

Respectfully,

William Ceaser
Ceaser's Concrete Construction
William Ceaser 3/31/15



SITE PLAN

SCALE: 1"= 50'

2340 E LUCAS
BEAUMONT TX.
PLAT D-21 TRACT 28
H WILLIAMS JR SUBDV.
8.618 Acres

DATE: 3-26-15
REV 3-31-15

BRENDA'S DRAWING BOARD	CEASER'S CONCRETE CONSTRUCTION
TTID Gladys Suite C Beaumont, Texas 77705	WILLIAM CEASER OWNER
Phone: (409) 866-8100 Fax (409) 866-8101	838-3051
E-mail bbshirt@bcglobal.net	3355 E. LUCAS
	BEAUMONT TX. 77703

CITY OF BMT JCAD
SUSAN 840-3944

2230-Z/P:

1. No commercial use of R-S property, including parking vehicles.
2. Full compliance with United States Army Corp of Engineers requirements.
3. Parking areas must be paved.
4. Obtain a Certificate of Occupancy.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED R-S (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED AT 2340 EAST LUCAS DRIVE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned R-S (Residential Single Family Dwelling) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located at 2340 East Lucas Drive, being the north 150' of the south 300' of Plat D-27, Tract 28, H. Williams Survey, Abstract 268427, Beaumont, Jefferson County, Texas, containing 0.32 acres, more or less, as shown on Exhibit "A, " attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

File 2230-Z/P: A request to rezone a portion of the property from RS (Residential Single Family Dwelling) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district and a Specific Use Permit to allow a commercial dump truck business.

Location: 2340 East Lucas

Applicant: William Ceaser

EXHIBIT "A"

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL DUMP TRUCK BUSINESS GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT AT 2340 EAST LUCAS DRIVE IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, William Ceaser has applied for a specific use permit to allow a commercial dump truck business in a GC-MD (General Commercial-Multiple Family Dwelling) District at 2340 East Lucas Drive, being the south 300' of Plat D-27, Tract 28, H. Williams Survey, Abstract 268427, Beaumont, Jefferson County, Texas, containing 0.65 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a commercial dump truck business in a GC-MD (General Commercial-Multiple Family Dwelling) District at 2340 East Lucas Drive, subject to the following conditions:

- No commercial use of R-S property, including parking vehicles.
- Full compliance with United States Army Corp of Engineers requirements.
- Parking areas must be paved.
- Obtain a Certificate of Occupancy.

; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow a commercial dump truck business in a GC-MD (General Commercial-Multiple Family Dwelling) District at 2340 East Lucas Drive, being the south 300' of Plat D-27, Tract 28, H. Williams Survey, Abstract 268427, Beaumont, Jefferson County, Texas, containing 0.65 acres, more or less, as shown on Exhibit "A," is hereby granted to William Ceaser, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- No commercial use of R-S property, including parking vehicles.
- Full compliance with United States Army Corp of Engineers requirements.
- Parking areas must be paved.
- Obtain a Certificate of Occupancy.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

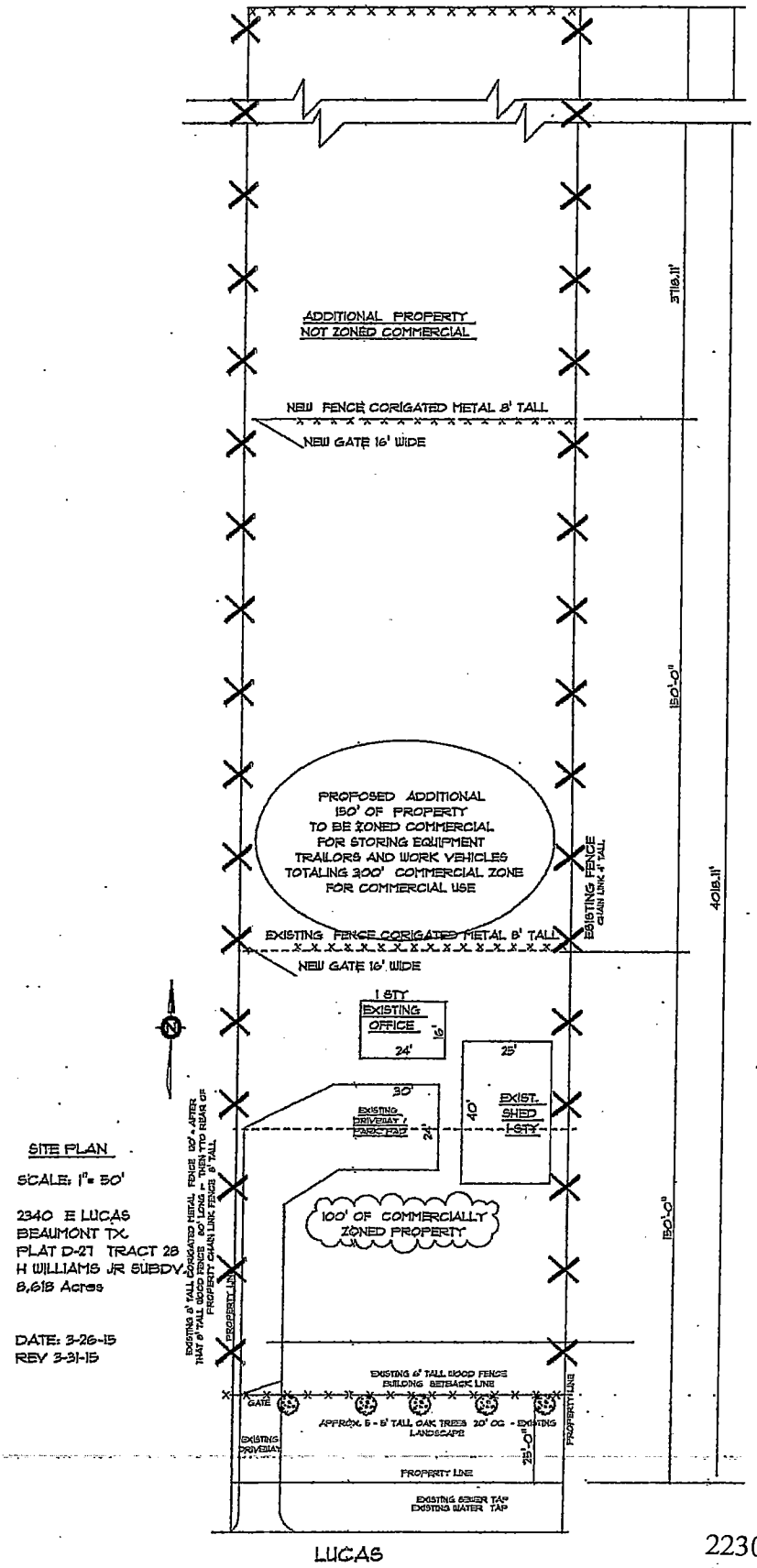
- Mayor Becky Ames -

File 2230-Z/P: A request to rezone a portion of the property from RS (Residential Single Family Dwelling) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district and a Specific Use Permit to allow a commercial dump truck business.

Location: 2340 East Lucas

Applicant: William Ceaser

EXHIBIT "A"



BRENDA'S DRAWING BOARD 1110 Gladys Suite C Beaumont, Texas 77106 Phone: (409) 866-8100 Fax: (409) 866-8101 E-mail bdsshire@bcglobal.net	CEASER'S CONCRETE CONSTRUCTION WILLIAM CEASER OWNER 898-3051 3355 E. LUCAS BEAUMONT TX. 77103

2230-Z/P:

1. No commercial use of R-S property, including parking vehicles.
2. Full compliance with United States Army Corp of Engineers requirements.
3. Parking areas must be paved.
4. Obtain a Certificate of Occupancy.

CITY OF BMT J
SUSAN 840-9

EXHIBIT "B"

2

April 28, 2015

Consider a request for a Specific Use Permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CJB Chris Boone, Planning & Community Development Director
MEETING DATE:	April 28, 2015
REQUESTED ACTION:	Council consider a request for a Specific Use Permit to allow a gaming room in a NC(Neighborhood Commercial) District at 3890 Avenue A.

BACKGROUND
Son Tran of Van's Grocery would like to operate a convenience store and gaming facility containing 12 "eight-liner" machines at 3890 Avenue A. Customers would only be able to receive gifts under $5 in value, as prizes. Hours of operation will be from 9am till 8pm seven days a week.

As long as the game room does not exceed 35% of the gross floor area, parking will be sufficient. If parking should exceed 35% of the gross floor area, parking will need to be increased for the use to be in compliance. The applicant has requested a waiver to the eight (8) foot screening fence and landscaped buffer at the West property line.

At a Joint Public Hearing held April 20, 2015, the Planning Commission recommended 6:2 to approve a Specific Use Permit to allow a gaming room in an NC (Neighborhood Commercial) District at 3890 Avenue A.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of ordinance.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codes)

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

APPLICANT'S NAME: VAN'S Grocery SON TRAN

APPLICANT'S ADDRESS: 3890 AVENUE A

APPLICANT'S PHONE #: (409) 835-5283 FAX #:

NAME OF OWNER: SON TRAN AND LOAN DUONG

ADDRESS OF OWNER: 3741 CHAMPIONS DR.

LOCATION OF PROPERTY: 3890 AVENUE A

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 8-10 OR TRACT 1

BLOCK NO. 2 PLAT

ADDITION BROCK MAN SURVEY

NUMBER OF ACRES ~~.1840~~ .265 NUMBER OF ACRES

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: COIN OPERATED AMUSEMENT Grocery AND AMUSEMENT GAMING ROOM ZONE: NC

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 ½" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN ½ ACRE	$250.00
½ ACRE OR MORE AND LESS THAN 5 ACRES	$450.00
5 ACRES OR MORE	$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: DATE: 02-30-2014

SIGNATURE OF OWNER: (IF NOT APPLICANT) DATE:

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2229-P

DATE RECEIVED: 3/27/15

Phone - (409) 880-3764
Fax - (409) 880-3133

****

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

Van's Grocery
3890 Ave. A
Beaumont TX 77705
(409) 835-5283

DATE: 3/25/15

TO: City of Beaumont
Planning Commission

FROM: Son Tran

SUBJECT: Specific Use Application
3890 Ave. A, Beaumont TX

The business is a convenience store that does not sell gas and has been in business for about 25 plus years. It is family owned and was purchased from family. My business is the only one in about a 6 block square area. We carry all of the normal inventory of a convenience store. I am the only employee and I have one register. My normal operating hours are 9AM to 8PM seven days a week. We also sell lottery tickets and I am an authorized SNAP retailer.

Eight Conditions that need to be addressed

1) I am applying for a specific use permit because of a change of city ordinance requiring this permit if there are entertainment machines (commonly know as 8-liners) in my store. These machines will not be injurious, not significantly diminish or impair property values of the immediate vicinity and also because I am a neighborhood type convenience store, the residents of the vicinity are the very ones using the machines.

2) The issuance of this permit will not impede the development/improvement of surrounding vacant property. The fact that I have entertainment machines in my store should have no bearing at all on surrounding property, vacant or occupied.

3) Again the adequate utilities and other necessary supporting facilities have been provided and these entertainment machines should have no bearing this.

4) Driveways and parking spaces are existing. My business is located on the corner of Avenue A and Brockman, which allows traffic to enter from Avenue A or the side street.

---

5) The entertainment machines do not add any type of nuisance that would have to be controlled

6) These machines are located on the inside of my building. There are currently fluorescent lights running the length of my building on the outside as well as a flood light located on a tall pole at the front corner of the parking area shining on the parking lot and the front of the building.

7) The business is existing and we have a privacy fence separating the back of our building with the resident behind us. This fence is 6 feet tall. There is a vacant lot on the other side of our business.

8) This building is secure and sound.

I am requesting a variance to an 8 feet fence that is required and a variance to a 10 feet landscape barrier. My neighbor behind me has no problem with the fence that is constructed. I also own the undeveloped property to the right of my store all the way to Edwin Street.

Respectfully Submitted,

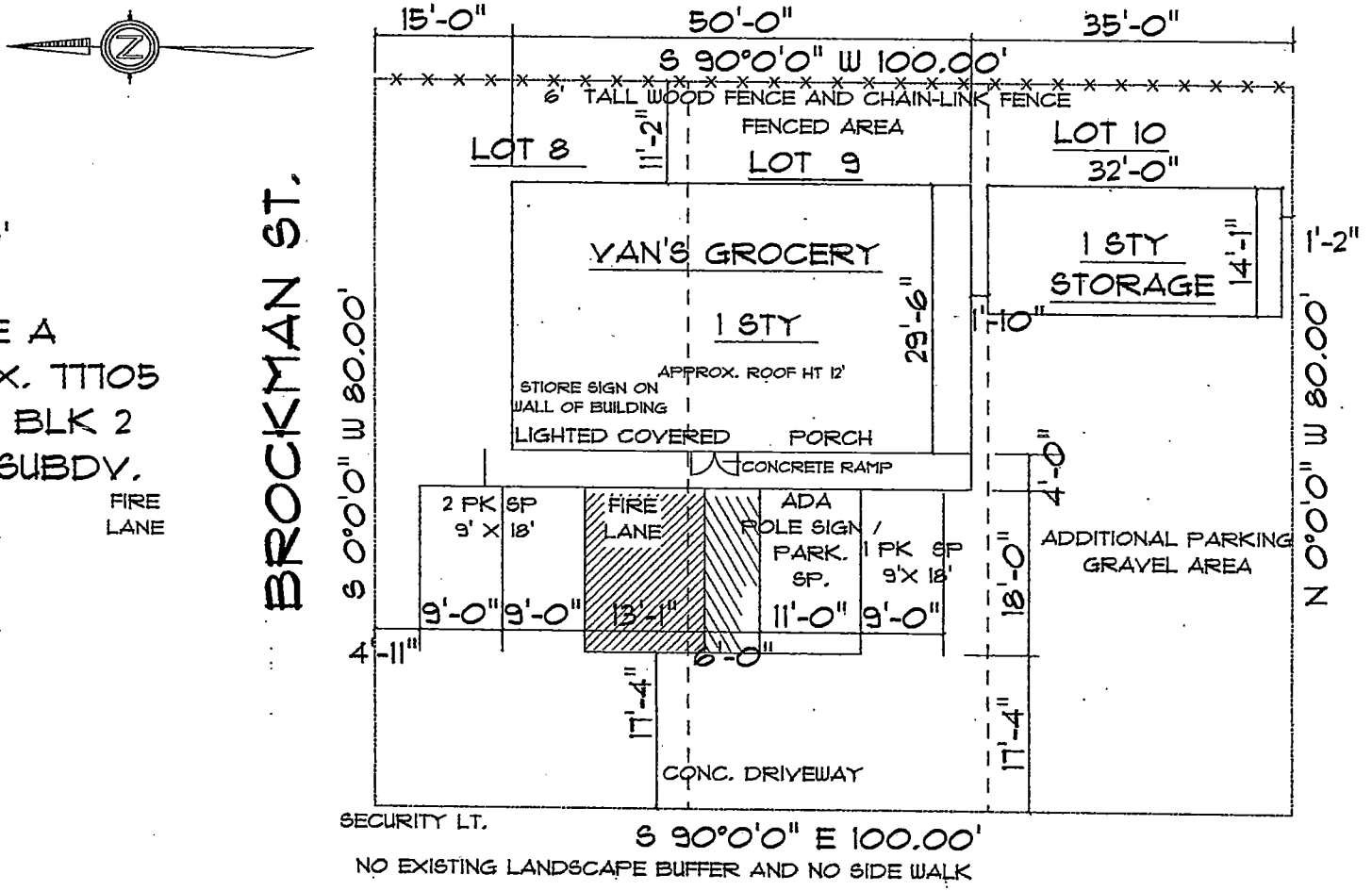
Son Tran

PLOT PLAN

SCALE: 1" = 20'

3890 AVENUE A
BEAUMONT TX. 77705
LOT 8 - 10 BLK 2
BROCKMAN SUBDV.

DATE: 3-26-15



2229-P

BRENDA'S DRAWING BOARD
1110 Gladys Suite C Beaumont, Texas 77706
Phone: (409) 866-8100 Fax: (409) 866-8101
E-mail babshir@sbcglobal.net

VAN'S GROCERY
3890 AVENUE A
SON TRAN 835-5283
BEAUMONT TX. 77705

File 2229-P: A request for Specific Use Permit to allow coin operated amusements in an NC (Neighborhood Commercial) District.
Location: 3890 Avenue A
Applicant: Van's Grocery

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A GAMING ROOM IN A NC (NEIGHBORHOOD COMMERCIAL) DISTRICT AT 3890 AVENUE A IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Son Tran, on behalf of Van's Grocery, has applied for a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A, being Lots 8-10, Tract 1, Block 2, Brockman Addition, Beaumont, Jefferson County, Texas, containing 0.265 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A, being Lots 8-10, Tract 1, Block 2, Brockman Addition, Beaumont, Jefferson County, Texas, containing 0.265 acres, more or less, as shown on Exhibit "A," is hereby granted to Van's Grocery, its legal representatives,

successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

File 2229-P: A request for Specific Use Permit to allow coin operated amusements in an NC (Neighborhood Commercial) District.
Location: 3890 Avenue A
Applicant: Van's Grocery

EXHIBIT "A"

PLOT PLAN

SCALE: 1" = 20'

3890 AVENUE A
BEAUMONT TX. 77705
LOT 8 - 10 BLK 2
BROCKMAN SUBDV.

DATE: 3-26-15

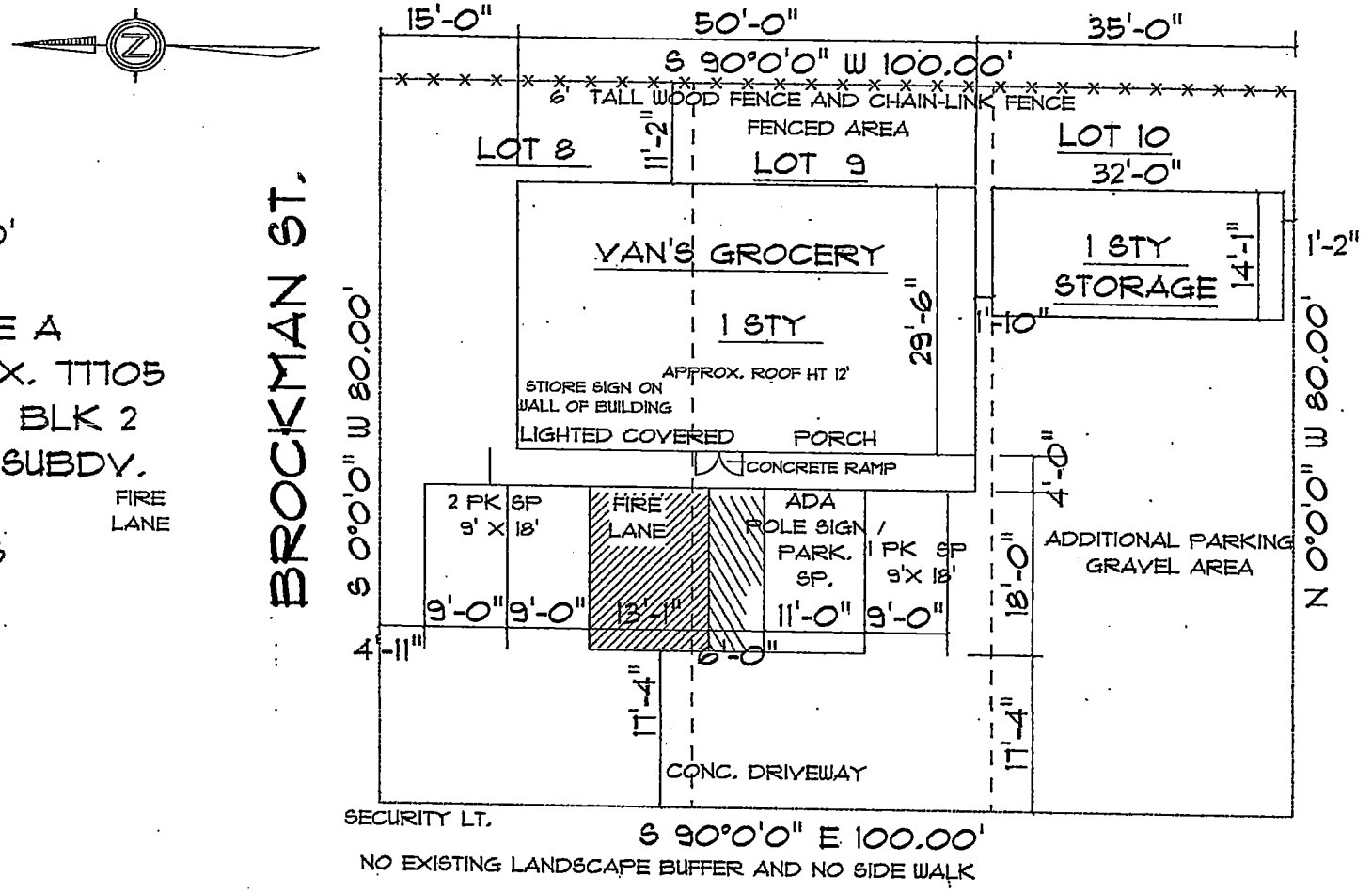


EXHIBIT "B"

2229-P

BRENDA'S DRAWING BOARD
1710 Gladys Suite C Beaumont, Texas 77706
Phone: (409) 866-8100 Fax: (409) 866-8101
E-mail babshir@sbcglobal.net

VAN'S GROCERY
3890 AVENUE A
SON TRAN 835-5283
BEAUMONT TX. 77705

3

April 28, 2015

Consider a request for a Specific Use Permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street

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BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: April 28, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street.

BACKGROUND

SSR Real Estate Investments L.L.C., has applied for a specific use permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization - Historic) District. The property is located at 2597 McFaddin Street. The property was previously used as a dentist office. Parking in the rear yard was accessed by permission of the neighbor to the West. Access by these means is no longer possible, and the property is not wide enough to accommodate a driveway in the side yard. For this reason, staff is recommending approval subject to the applicant receiving a special exception to allow no off-street parking.

At a Joint Public Hearing held April 20, 2015, the Planning Commission recommended 8:0 to approve a specific use permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin and waive the landscaping and screening requirements along the east property line, subject to the following condition:

1. The applicant apply for and receive a special exception to parking requirements to require no off-street parking.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance, subject to the following condition:

1. The applicant apply for and receive a special exception to parking requirements to require no off-street parking.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS

(Chapter 28, City Codes)

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

APPLICANT'S NAME: SSR Real Estate Investments LLC

APPLICANT'S ADDRESS: 8490 Turnberry Circle, Beaumont TX 77707

APPLICANT'S PHONE #: (409) 284-5209 FAX #: _____

NAME OF OWNER: Tamir Asnafi

ADDRESS OF OWNER: 8490 Turnberry Circle Beaumont TX 77707

LOCATION OF PROPERTY: 2597 McFaddin St, Beaumont TX 77702

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

NUMBER OF ACRES _____ NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Real Estate office (Private office for personal real estate matters) ZONE: RCR-H
NOT Rental.

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 ½" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN ½ ACRE	$250.00
½ ACRE OR MORE AND LESS THAN 5 ACRES	$450.00
5 ACRES OR MORE	$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: _____ DATE: 3-17-15

SIGNATURE OF OWNER: _____ (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2228.P

DATE RECEIVED: 3/27/15

Phone - (409) 880-3764
Fax - (409) 880-3133

****

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

Mel W. Shelander
Attorney at Law P.C.
245 N. Fourth
Beaumont, Texas 77701

(409) 833-2165
Fax (409) 833-3935

March 27, 2015

City of Beaumont
Planning Division
801 Main Street, Room 201
Beaumont, Texas 77701

Gentlemen:

I represent SSR Real Estate Investments, LLC to assist it in its application for a specific use permit to have its office at 2597 McFaddin.

This office is just basically a one person operation that buys and sells real estate in the area. It is not an office that will have regular traffic, such as a licensed realtor's office.

Unfortunately, the building next to him was built 3" from the property line, rather than a normal 5' set back. This leaves 7-1/2' for a driveway in order to have access to his back parking area for 4 spots. I understand this is narrower than the normal width the City requests or requires.

The applicant is requesting the variance (permission) in order to be able to use the 7-1/2' as a driveway in addition to the ability to use this building as an office. If the driveway cannot be resolved, the applicant is requesting an exemptio for the parking requirement for his building.

This building was a dental office for many years in the past and my client's expected use will be much less traffic than has been on that property for years.

Sincerely,

MEL W. SHELANDER

MWS/vt

DATE: 3/19/2015

EIGHT CONDITIONS FOR ZONING ORDINANCE ANSWERS

ADDRESS: 2597 MCFADDIN ST, BEAUMONT, TX 77702

1. This office will be used only for two persons, will not be a lot of activities to bother the peace and enjoyment of other properties.

2. We will not do any improvement to the property except a driveway.

3. All facilities have been provided.

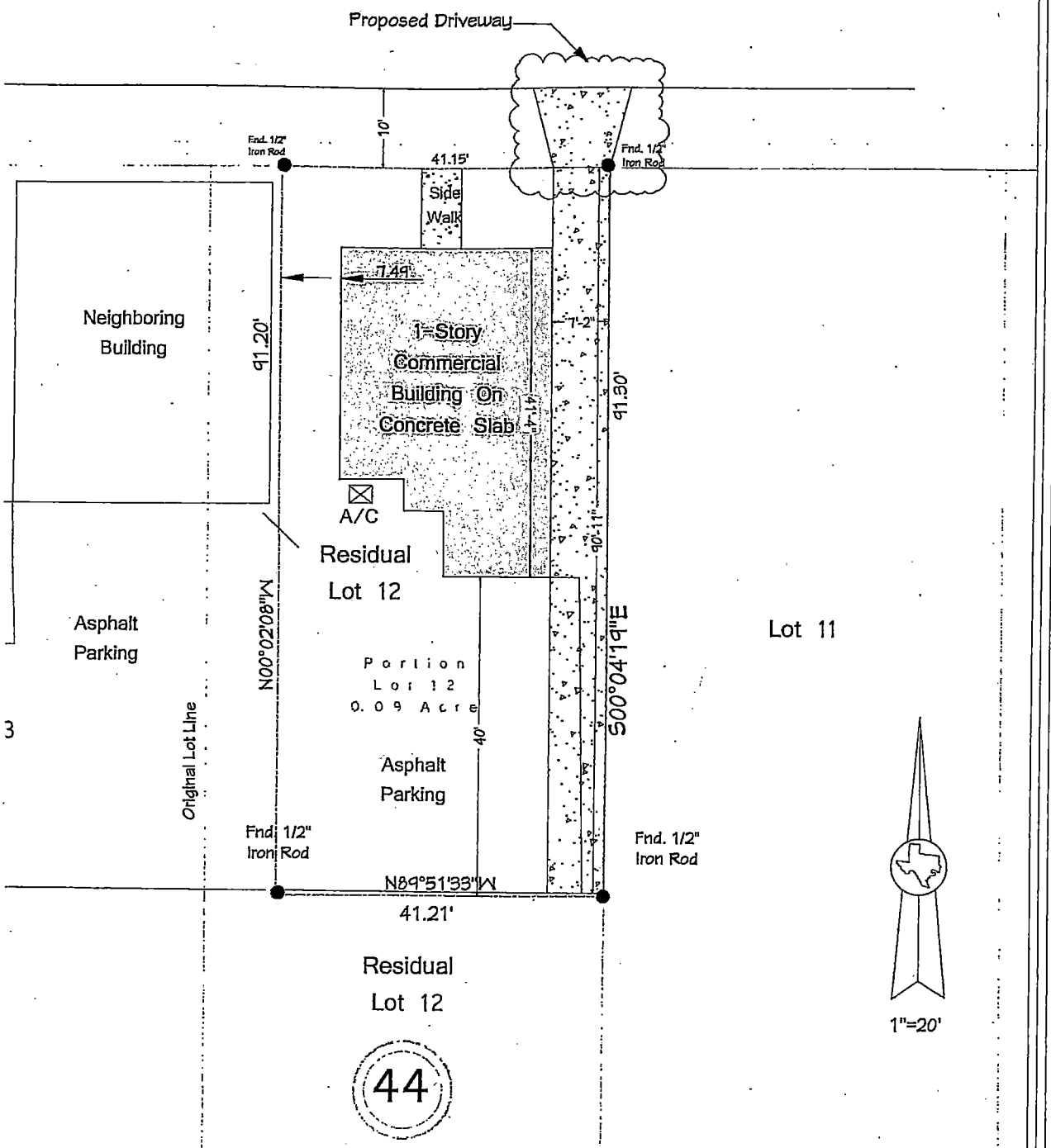
4. Building has a parking space, we are designing the driveway according to the city code.

5. N/A

6. Any lighting will not be disturbing any neighbors, only our property for the parking and the driveway.

7. Landscaping is only attached at the front of the building, will not be any other landscaping around the building.

8. YES The proposed use is in accordance with the Comprehensive Plan.



he applicant apply for and receive a special exception to parking requirements to uire no off-street parking.

ot 14 Lot 15 Lot 16

Benchmark Designs

2597 Mcfaddin Avenue, Beaumont, TX

Existing Building- Proposed Driveway

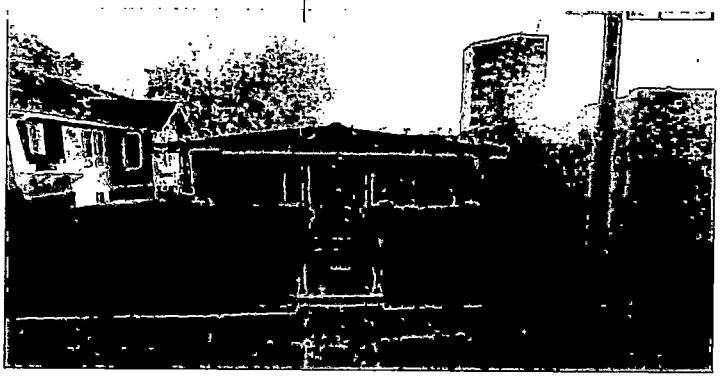
Dwn By: R.S.
Date:03-26-15
Reviewed & Approved By: TA

1

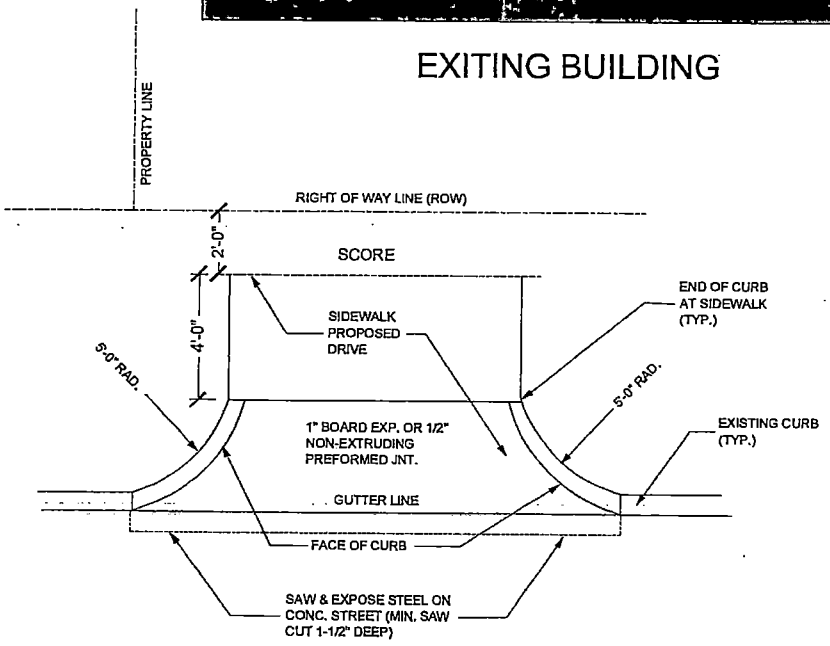
sheet

EXISTING BUILDING

N



EXITING BUILDING



DRIVEWAY DETAILS & NOTES

Comply with the City of Beaumont Public Works Details

PRELIMINARY FOR REVIEW 03-26-15

59.94'

Fnd. Iron Pipe
In Concrete

Concret
Drvewa

L

2228-E

N. 10th Street

File 2228-P: A request for a Specific Use Permit to allow a real estate office in an RCR-H (Residential Conservation Revitilization-Historic) District.
Location: 2597 McFaddin Street
Applicant:SSR Real Estate Investments, LLC

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A REAL ESTATE OFFICE IN AN RCR-H (RESIDENTIAL CONSERVATION REVITALIZATION-HISTORIC) DISTRICT AT 2597 MCFADDIN STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, SSR Real Estate Investments, L.L.C. has applied for a specific use permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street, being the northwest 41' x 91' of Lot 12, Block 44, Averill Addition, Beaumont, Jefferson County, Texas, containing 0.086 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street, subject to the following condition:

- The applicant apply for and receive a special exception to parking requirements to require no off-street parking.

; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow a real estate office in an RCR-H (Residential Conservation Revitalization-Historic) District at 2597 McFaddin Street, being the northwest 41' x 91' of Lot 12, Block 44, Averill Addition, Beaumont, Jefferson County, Texas, containing 0.086 acres, more or less, as shown on Exhibit "A," is hereby granted to SSR Real Estate Investment, L.L.C., its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following condition:

- The applicant apply for and receive a special exception to parking requirements to require no off-street parking.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

File 2228-P: A request for a Specific Use Permit to allow a real estate office in an RCR-H (Residential Conservation Revitilization-Historic) District.
Location: 2597 McFaddin Street
Applicant:SSR Real Estate Investments, LLC

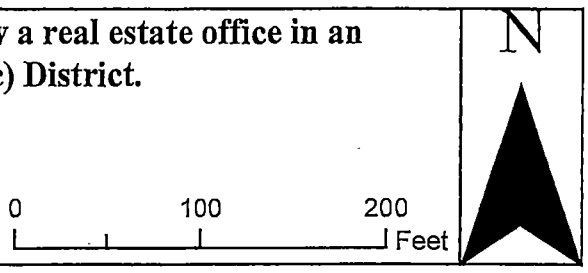
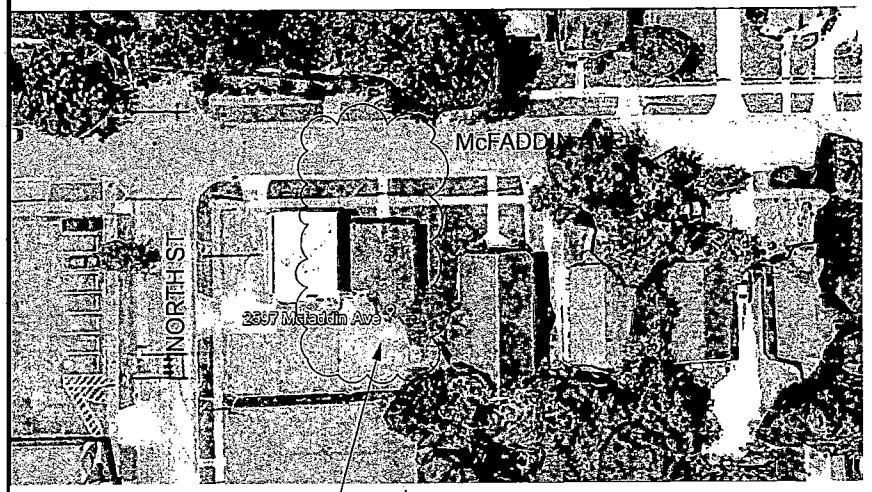
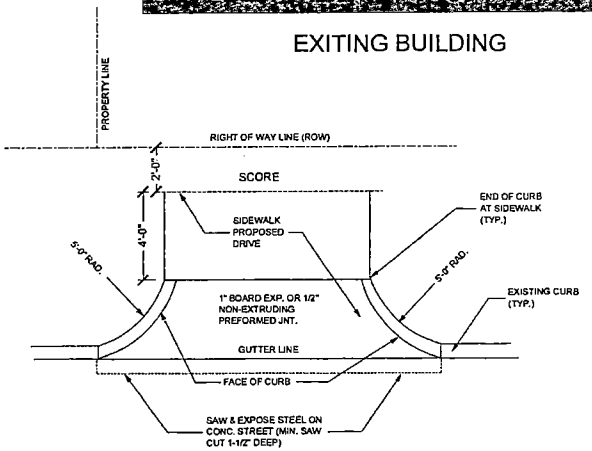


EXHIBIT "A"



EXISTING BUILDING

EXITING BUILDING



DRIVEWAY DETAILS & NOTES

Comply with the City of Beaumont Public Works Details

PRELIMINARY FOR REVIEW 03-26-15

N. 10th Street

McFaddin Ave

59.94'

Fnd. Iron Pipe
In Concrete

Proposed Driveway

Fnd. 1/2"
Iron Rod

10'

41.15'

Fnd. 1/2"
Iron Rod

Side
Walk

7.49'

7.2'

Neighboring
Building

41.20'

1 Story
Commercial
Building On
Concrete Slab

41.30'

A/C

Concrete
Drveway

Residual
Lot 12

Asphalt
Parking

N00°02'08"W

S00°04'19"E

Lot 11

Portion
Lot 12
0.05 Acre

Lot 13

Original Lot Line

40'

Asphalt
Parking

Fnd. 1/2"
Iron Rod

Fnd. 1/2"
Iron Rod

N89°51'33"W

41.21'

Residual
Lot 12

44

Lot 14

Lot 15

Lot 16

EXHIBIT "B"

1"=20'

4

April 28, 2015

Consider an appeal of the Historic Landmark Commission's decision to deny the request for demolition and allow new construction at 2104 Pecos

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	April 28, 2015
REQUESTED ACTION:	Council consider an appeal of the Historic Landmark Commission's decision to deny the request for demolition and allow new construction at 2104 Pecos.

BACKGROUND
URS, a contractor for the State's Ike Disaster Recovery Program, appeared before the Historic Landmark Commission on March 9, 2015, requesting a certificate of appropriateness for demolition and new construction of the property at 2104 Pecos.

URS had previously applied for, and was granted a certificate of appropriateness to rehabilitate the property. Since that time, URS discovered that the property was a duplex and, according to Disaster Recovery Program rules, only one side of the structure could be rehabilitated. Their solution was to demolish the entire structure and build a new single-family residence on the property.

The Historic Landmark commission determined that the structure was in stable condition and demolition was not necessary. The certificate of appropriateness was denied by a vote of 8:0.

Following this decision, Planning staff issued a letter to URS, informing them of the Historic Landmark Commission's action, and informed them of their options to either appeal to City Council or rehabilitate the structure. As the rules of the program will not allow them to rehabilitate the structure, URS has elected to appeal the decision.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Denial of the appeal.

URS

March 31, 2015

Adina Ward
City of Beaumont
Planning Division
Beaumont, TX 77701

South East Texas Regional Planning Commission Hurricane Ike Disaster Recovery Housing Program – Round 2: Application for Certificate of Appropriateness

Application ID: SET205129
2104 Pecos, Beaumont, TX 77701 (Jefferson County)

Dear Ms. Ward:

On Monday March 9, 2015, the Historic Landmark Commission met to consider a request from AECOM/URS for a certificate of appropriateness for the demolition and new construction of the property at 2104 Pecos in Beaumont. This request was denied.

URS previously applied for, and was granted, a Certificate of Appropriateness for this property as a rehabilitation project in July 2014. At that time, the City of Beaumont and the Texas Historical Commission coordinated to find no adverse effect for the rehabilitation work.

Since that time, the program found that because the home is a duplex and since this is an owner-occupied program, only the interior of the one side of the duplex, which the homeowner lives in, would be eligible for the program. This would leave potential code and safety issues with not bringing the entire structure up to electrical and plumbing codes.

For these reasons, AECOM/URS has determined that the only way to serve the applicant would be to demolish the existing structure and build a new home on the same lot. Based on previous reconstruction projects in the Oaks Historic District, the plans include:

- A pier and beam foundation with a finished floor elevation 3'5" above grade
- Craftsman style columns
- Roof overhangs of 12"
- 6 over 1 windows

As with other reconstruction in the district, paint colors would be selected from the approved color palette for the Oaks Historic District and the lot would be fully sodded upon completion of construction.

Without approval for the request for Certificate of Appropriateness for the demolition and new construction of this property, the applicant's home will no longer be eligible for the program.

Attached is a signed statement from the Homeowner agreeing to the demolition and new construction of the home in order to continue to participate in the program.

URS

If demolition and new construction is approved by the City of Beaumont City Council, AECOM/URS will then coordinate the project with the Texas Historical Commission (THC) under the terms of Section 106 of the National Historic Preservation Act as an adverse effect to historic structures and determine the appropriate mitigation of the adverse effect. At minimum, THC will review the plans for new construction and request digital photo documentation of the existing structure prior to demolition.

AECOM/URS requests the City Council to grant this appeal and approve the request for the Certificate of Appropriateness for the demolition and new construction of the property at 2104 Pecos in Beaumont.

Please let us know if you need any additional information.

Sincerely,

Jennifer Mattingly

Jennifer Mattingly, J.D.
Deputy Project Manager
AECOM/URS

I, Carmen Gama, understand and agree that in order to participate in the SETRPC Hurricane Ike Disaster Recovery Program, my home at 2104 Pecos Street in Beaumont, Texas, will be demolished and the program will build me a new home on that site. I understand the SETRPC and URS/AECOM are seeking a Certificate of Appropriateness from the City of Beaumont to allow for the demolition of my home.

Thanks, Carmen Gama

Carmen Gama

April 1, 2015

BEAUMONT
TEXAS

March 11, 2015

URS COPORATION
ATTN ADRIENNE VAUGHAN CAMPBELL
1021 61ST STREET STE 700
GALVESTON TX 77551

RE: CA-2472

Dear Ms. Campbell:

Please be informed that at the meeting of March 9, 2015, the Historic Landmark Commission denied CA-2472. Any appeal may be submitted to Beaumont City Council.

Enclosed is a copy of the certificate of appropriateness.

Sincerely,

Adina Ward

Adina Ward
Planner II

Encl.

Cc: Anna Varela, Code Enforcement Officer
Katrina Purcell, Zoning Permit Coordinator
Boyd Meier, Building Official

PLANNING & COMMUNITY DEVELOPMENT
T 409.880.3100
F 409.880.3133
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

APPLICATION FOR A
CERTIFICATE OF APPROPRIATENESS
BEAUMONT, TEXAS
(Chapter 30, City Codes)
(409) 880-3764
Fax: (409) 880-3133

FILE #: 2472
DATE RECEIVED: 2/19

(PLEASE TYPE OR PRINT)
PROPERTY ADDRESS 2104 Pecos

OWNER'S NAME Carmen Gama

ADDRESS OF OWNER 2104 Pecos

APPLICANT'S NAME (IF NOT OWNER) URS Corporation for SETRPC (Vicki Myers)

APPLICANT'S PHONE NUMBER 409-877-1706 **FAX NUMBER** _____

LEGAL DESCRIPTION: **LOT NO.** 12 **OR** **TRACT** _____
BLOCK NO. 9 **PLAT** _____
ADDITION _____ **SURVEY** _____

REASON FOR REQUEST OF A CERTIFICATE OF APPROPRIATENESS: Please see attached

HAS REQUEST BEEN MADE BEFORE (Y/N) Y - different work **IF YES, DATE:** 7/25/14 Approved 7/28/14

TYPE OF REQUEST: **PAINT** _____ **NEW CONSTRUCTION** X **DEMOLITION** X

FENCING _____ **MISCELLANEOUS** _____

SIGNATURE OF APPLICANT/OWNER: Vicki Myers **DATE:** 2/18/15

APPROVED: **YES** _____ **NO** ✓

_____ _____
PLANNING MANAGER **DATE**

Adrian Ward 3-11-15
HISTORIC LANDMARK COMMISSION **DATE**

COMMENTS: _____

URS

February 18, 2015

Adina Ward
City of Beaumont
Planning Division
Beaumont, TX 77701

South East Texas Hurricane Ike Disaster Recovery Housing Program-Round 2:
Application for Certificate of Appropriateness

Application ID: *SET205129*
2104 Pecos, Beaumont, TX 77701 (Jefferson County)

Dear Ms. Ward:

URS previously applied for, and was granted, a Certificate of Appropriateness for this property as a rehabilitation project in July 2014. The house is a duplex in the Craftsman style and was coordinated with the City of Beaumont and the Texas Historical Commission as posing **no adverse effect** for the rehabilitation work.

Since this coordination, the South East Texas Regional Planning Commission has determined that although the full exterior scope of work for rehabilitation of this property is covered by the program, we will only be able to rehabilitate the interior of the owner occupied unit. Since the exterior work included foundation repairs, the foundation work will likely result in or exacerbate existing interior damage in the second unit that we will not be able to correct. We will also not be able to bring the house up to electrical and plumbing code if we are only working on half of the interior.

For these reasons, URS has determined that the best way to serve the applicant is to demolish the existing structure and build a new house on the same lot. The plans for new construction and site plan are attached. Based on previous reconstruction projects in the Oaks Historic District, the plans include:

- A pier and beam foundation with a finished floor elevation 3'5" above grade.
- Craftsman style columns
- Roof overhangs of 12"
- 6 over 1 windows

Due to the proximity of an existing two story garage apartment on the lot, the layout of the home requires the rear entrance to be located toward the rear on one of the side elevations in order to construct an ADA accessible ramp. The ramp runs to the rear of the new house with steps from the side porch landing leading toward the front.

As with other reconstruction in the district, paint colors will be selected from the approved color palette for the Oaks Historic District and that the lot be fully sodded upon completion of construction.

If demolition and new construction is approved by City of Beaumont Historic Landmark Commission, URS will then coordinate the project with the Texas Historical Commission (THC) under the terms of Section 106 of the National Historic Preservation Act as an **adverse effect** to historic structures and

URS Corporation
1021 61st Street, Suite 700
Galveston, TX 77551

URS

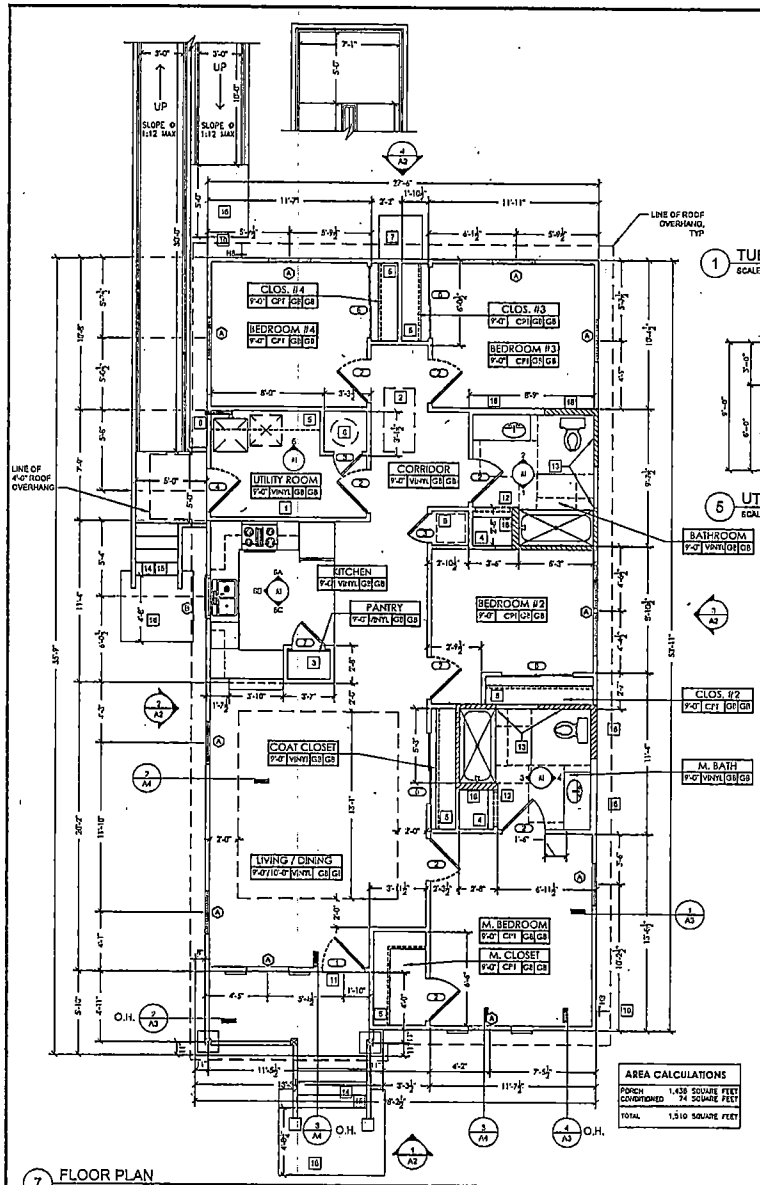
determine the appropriate mitigation of the adverse effect. At minimum, THC will review the plans for new construction and request digital photo documentation of the existing structure prior to demolition.

Please let us know if you need any additional information.

Sincerely,

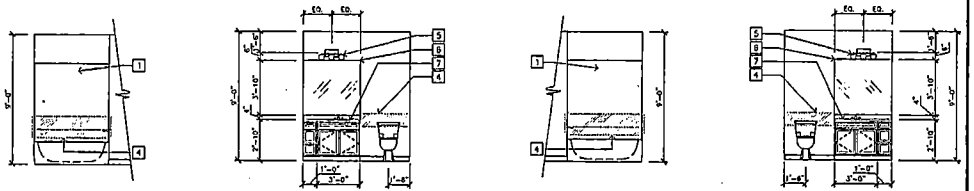
Adrienne Vaughan Campbell
Senior Historic Preservation Specialist
URS Corporation

URS Corporation
1021 61st Street, Suite 700
Galveston, TX 77551



7 FLOOR PLAN
SCALE: 1/4" = 1'-0"

AREA CALCULATIONS	
PORCH	1,438 SQUARE FEET
CONDITIONED	74 SQUARE FEET
TOTAL	1,510 SQUARE FEET

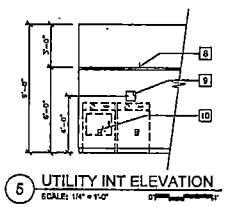


1 TUB INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

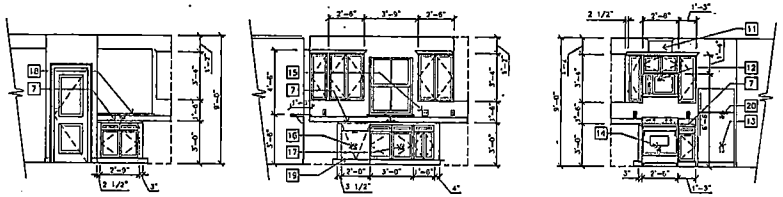
2 VANITY INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

3 TUB INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

4 VANITY INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



5 UTILITY INT ELEVATION
SCALE: 1/4" = 1'-0"



6 KITCHEN INTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

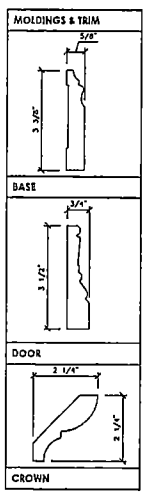
ROOM NAME
XX-0" CEILING MATERIAL
XX WALL MATERIAL
XX FLOOR MATERIAL
CEILING HEIGHT

2x4 WOOD STUDS @ 16" O.C. WITH 1/2" GD EACH SIDE

2x4 WOOD STUDS @ 16" O.C. WITH BATT INSULATION, 15/32" PLYWD. OR OSB SHEATHING ON THE EXTERIOR SIDE AND 1/2" GD ON INTERIOR SIDE. SEE STRUCTURAL DRAWINGS.

SOLID 2 X 12 WOOD BLOCKING FOR GRAB BARS

MOLDINGS & TRIM



FINISH SCHEDULE

	MATERIAL
CPT	CARPET
V	VINYL FLOORING
PD	TREATED WOOD DECKING, GROOVED PORCH FLOOR BOARD
GB	GYPSUM BOARD, PAINTED

NOTES:

WINDOW SCHEDULE

	SIZE	DESCRIPTION
A	3'-0"x 5'-0"	VINYL SINGLE HUNG / INSULATED GLASS
B	3'-0"x 4'-0"	VINYL SINGLE HUNG / INSULATED GLASS
C	2'-0"x 3'-0"	VINYL SINGLE HUNG / INSULATED GLASS

NOTES:
1. ALL WINDOWS SHALL HAVE A HEAD HEIGHT OF 7'-6" A.F.F.
2. ALL WINDOWS SHALL BE DOUBLE GLAZING WITH LOW-"E" COATING AT THE THIRD SURFACE. WINDOWS SHALL BE COMPLIANT WITH CURRENTLY ENFORCED IRC/IEC EDITION AND SHALL MEET DESIGN PRESSURE REQUIREMENTS. WINDOWS SHALL BE TDI APPROVED.
3. REFER TO ELEVATIONS FOR MUNTIN DESIGN AND PATTERN.
4. REFER TO DETAILS 5/A3 FOR HEAD, JAMB AND SILL DETAILS.

DOOR SCHEDULE

	SIZE	DESCRIPTION
A	3'-0"x 6'-8"x 1 3/4"	HALF GLASS RAISED PANEL FIBERGLASS, INSULATED DOOR W/ TRANSOM
B	3'-0"x 6'-8"x 1 3/8"	2 RAISED PANEL, MASONITE
C	2'-0"x 6'-8"x 1 3/8"	2 RAISED PANEL, MASONITE
D	3'-0"x 6'-8"x 1 3/4"	4 RAISED PANEL, FIBERGLASS, INSULATED
E	2'-8"x 6'-8"x 1 3/8"	2 RAISED PANEL, MASONITE
F	5'-0"x 6'-8"x 1 3/8"	2 RAISED PANEL, MASONITE, BYPASS
G	2'-4"x 6'-8"x 1 3/8"	2 RAISED PANEL, MASONITE
H	2'-0"x 4'-4"x 1 3/8"	2 RAISED PANEL, MASONITE

NOTES:

FLOOR PLAN KEYNOTES (NOT ALL USED - REFER TO PLANS)

1. ELECTRICAL PANEL, PAINTED
2. ATTIC ACCESS LADDER, 25"x54", 300# RATED, INSULATED OPNG.
3. 4 - 24" DEEP WOOD SHELVES @ 16" O.C., PAINTED
4. 6 - 16" DEEP WOOD SHELVES @ 16" O.C., PAINTED
5. 12" DEEP WOOD SHELF SET @ 6'-0" A.F.F. AND HANGING ROD
6. ELECTRIC WATER HEATER
7. TREATED WOOD JOIST WITH DECKING, MECH. COND. UNIT SUPPORT
8. DRYER VENT, @ 12" A.F.F.
9. 20" X 30" RETURN AIR GRILLE, SEE DETAIL 6" A.F.F.
10. HOSE BIBB
11. PROVIDE ADA COMPLIANT METAL THRESHOLD, EXTERIOR AND INTERIOR FLOORING TO BE FLUSH
12. GD HEADER, PAINTED, 8'-0" A.F.F.
13. SOLID 2 X 12 WOOD BLOCKING FOR GRAB BARS
14. TREATED WOOD DECKING TREAD AND RISERS ON TREATED 2X12 STRINGERS, STAINED
15. WOOD STAIR RAIL, PAINTED.
16. 6" THICK CONC. PAD REINF. W/ 4x4 W4/W4 WWM, BROOM FINISH, SLOPED TO DRAIN (AT STAIRS: STOOP, AND LIFT)
17. 2-8 WOOD STUDS @ 16" O.C. W/ 3/4" CVP. GD. ON EACH SIDE FOR PLUMBING WALL

INTERIOR ELEVATION KEYNOTES

1. FIBERGLASS TUB/SHOWER SURROUND, ADA COMPLIANT
2. 24" x 1 1/2" STAINLESS STEEL GRAB BAR (AS REQUIRED)
3. 42" x 1 1/2" STAINLESS STEEL GRAB BAR (AS REQUIRED)
4. 2x12 SOLID WOOD BLOCKING CENTERED ON GRAB BAR HEIGHT
5. WALL SCONCE
6. MIRROR
7. PLASTIC LAMINATE COUNTER TOP WITH 4" SPLASH @ KITCHEN. SOLID POLYMER MATERIAL COUNTER TOP @ THE BATHROOMS.
8. HANGING ROD @ 16" DEEP WOOD SHELF, PAINTED
9. WASHER WATER SUPPLY & DRAIN BOX
10. ELECTRICAL RECEPTACLE FOR DRYER (220V)
11. 10" X 30" MICRO/HOOD EXHAUST ENCLOSURE BY CABINET MANUFACTURER
12. ELECTRICAL CONNECTION FOR MICROWAVE
13. ICE MAKER CONNECTION
14. ELECTRICAL RECEPTACLE FOR RANGE (220V)
15. GARBAGE DISPOSAL & SPDT LIGHT SWITCH.
16. ELECTRICAL RECEPTACLE FOR DISHWASHER.
17. ELECTRICAL RECEPTACLE FOR GARBAGE DISPOSAL.
18. PLASTIC LAMINATE COUNTER TOP SET @ 3'-6" AFF
19. OPENING FOR DISHWASHER OPTIONAL
20. ELECTRICAL RECEPTACLE FOR REFRIGERATOR
21. 18" x 1 1/2" STAINLESS STEEL VERTICAL GRAB BAR (AS REQUIRED)
22. ADA COMPLIANT HAND HELD SHOWER WAND (AS REQUIRED)

NOTES: GRAB BARS REQUIRED IN HC-1, HC-2 AND HC-3 CONDITIONS

URS
7389 FLORIDA BLVD. STE. 300
BATON ROUGE, LA 70806
T:225.922.5700 F:225.922.5701

APPLICATION NUMBER: SET/05129
2104 PECOS, BEAUMONT, TX 77701

SOUTHEAST TEXAS REGIONAL PLANNING COMMISSION
BEAUMONT, TEXAS
DISASTER HOUSING RECOVERY PROGRAM

DATE	ISSUED FOR:

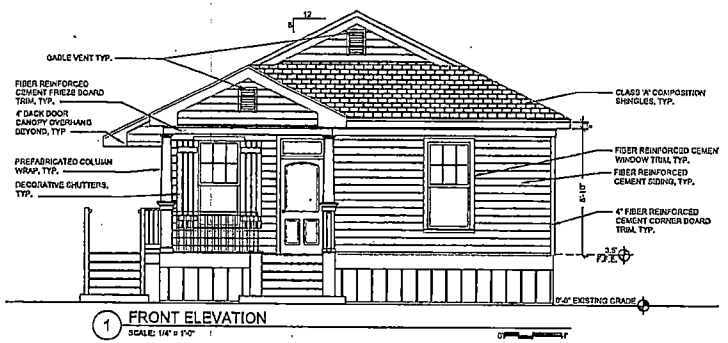
CREATED: 1/27/15
PROJECT #: 19230146

© 2015 BY: URS Corporation

Floor Plan
Interior Elevations
Schedules

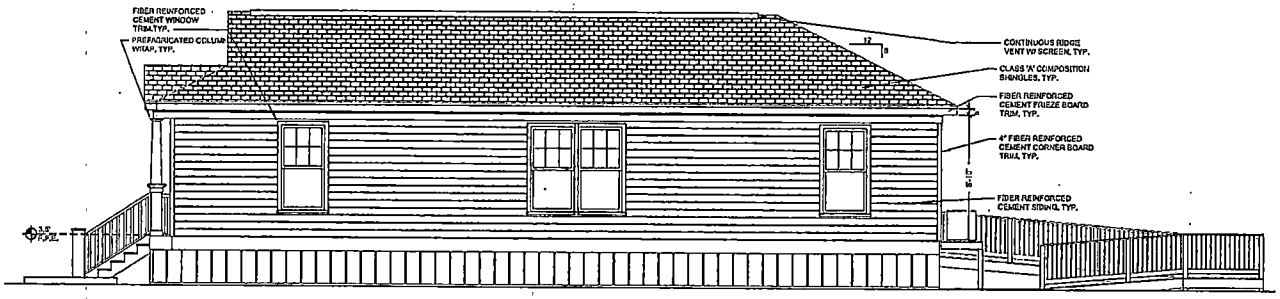
A1

1/27/2015 3:05:37 AM



1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

4 REAR ELEVATION
SCALE: 1/4" = 1'-0"



2 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

3 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

URS
7389 FLORIDA BLVD. STE. 300
BATON ROUGE, LA. 70806
P.225.922.5700 F.225.922.5701

APPLICATION NUMBER: SET2051129
2104 PECOS, BEAUMONT, TX 77701

SOUTHEAST TEXAS REGIONAL PLANNING COMMISSION

DISASTER HOUSING RECOVERY PROGRAM

BEAUMONT, TEXAS

DATE	ISSUED FOR:

CREATED: 1/27/15

PROJECT #:
19230146

© 2015 BY:
URS Corporation

Exterior Elevations

A2

1/27/2015 11:07:57 AM

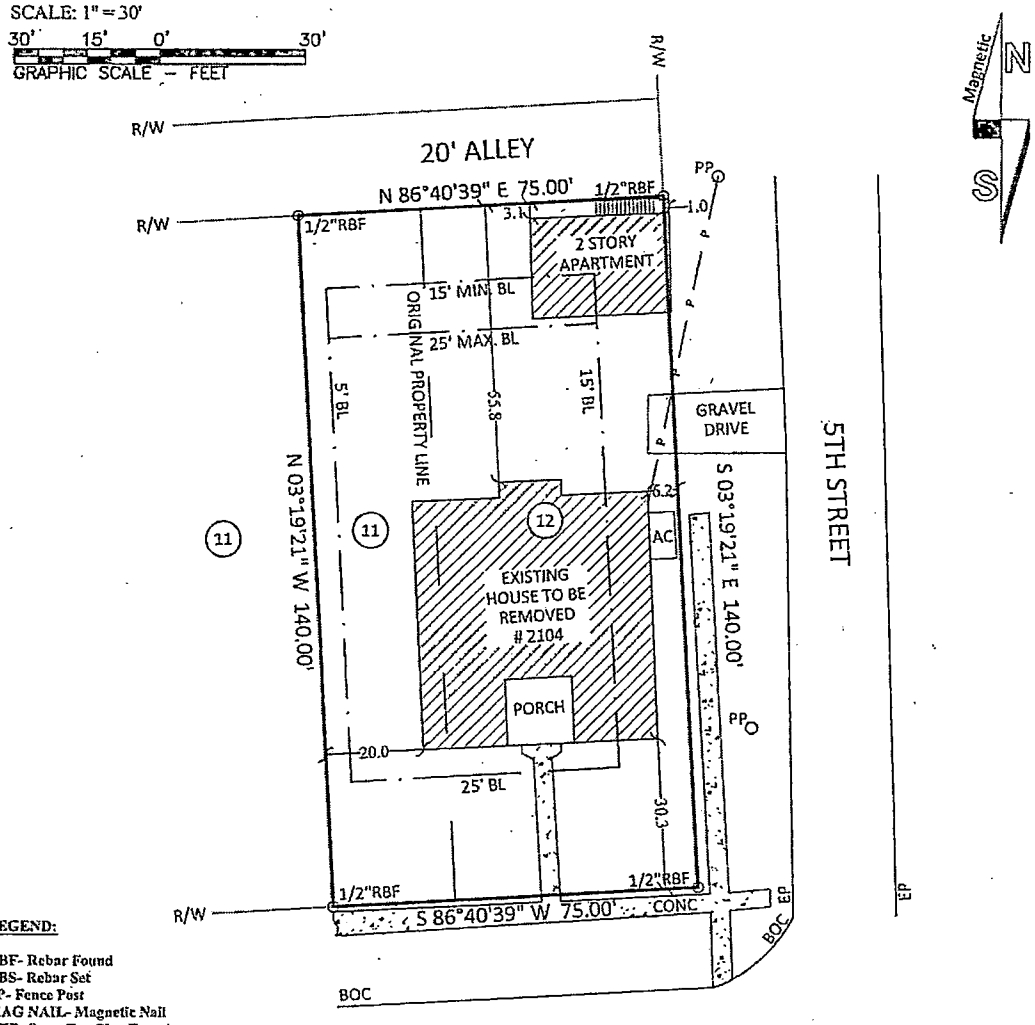
GENERAL NOTES

1. THIS PROPERTY IS SUBJECT TO ADDITIONAL EASEMENTS OR RESTRICTIONS OF RECORD.
2. THIS PLAT IS FOR EXCLUSIVE USE BY CLIENT. USE BY THIRD PARTIES IS AT THEIR OWN RISK.
3. DIMENSIONS FROM HOUSE TO PROPERTY LINES SHOULD NOT BE USED TO ESTABLISH FENCES.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000+ FEET.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 7 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.
6. EQUIPMENT USED: TOPCON APL1 TOTAL ROBOTIC STATION.

SCALE: 1" = 30'

30' 15' 0' 30'

GRAPHIC SCALE – FEET



PECOS STREET
80' R/W

LEGEND:

RBF- Rebar Found
RBS- Rebar Set
FP- Fence Post
MAG NAIL- Magnetic Nail
OTF- Open Top Pipe Found
CTF- Crimp Top Pipe Found
R/W- Right of Way
BL-Building Line
P/L- Property Line
BOC- Back of Curb
EP- Edge of Pavement
DE- Drainage Easement
SSE- Sanitary Sewer Easement
UE- Utility Easement
-P- Power Line
-X- Fence
-D- Drainage Easement
-S- Sewer Easement
BM- Benchmark
AC- Air Conditioning Unit
CB- Catch Basin
CO- Sanitary Sewer Cleanout
PP- Power Pole
WM- Water Meter
CONC- Concrete
DK- Deck
PAT- Patio
POR- Porch
S- Stoop
BM- Benchmark

NOTE: WATER METER NOT VISIBLE

OWNER: CARMEN GAMA (APP. # SET205129)
ADDRESS: 2104 PECOS STREET
GOVERNING AUTHORITY: CITY OF BEAUMONT

AREA: 10,500 SF ~ 0.24 ACRES
MAP VOL. 1, PAGE 122
DEED INSTRUMENT: 2009048710

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED WITHIN THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

SURVEY FOR:
S.E. TEXAS REGIONAL PLANNING COMMISSION
SUBDIVISION: PARKDALE ADDITION
LOT: 12 & EAST 1/2 OF 11 BLOCK: 9
CITY OF BEAUMONT
JEFFERSON COUNTY, TEXAS
FIELD WORK DATE: 01/21/2015
DRAFTED BY: GS FIELD CREW: AS
2015010846 SETRPC URS

CARTER LAND
SURVEYORS AND PLANNERS
2780 Peachtree Industrial Boulevard
Duluth, GA 30097
Ph: 770.495.9793
Toll Free: 866.637.1048
www.carterland.com
FIRM LICENSE: 10193759

STATE OF TEXAS
REGISTERED
DAVID L. BARGETT
6226
PROFESSIONAL
LAND SURVEYOR
1-21-15

APPLICATION FOR A
CERTIFICATE OF APPROPRIATENESS
BEAUMONT, TEXAS
(Chapter 30, City Codes)
(409) 880-3764
Fax: (409) 880-3133

FILE #: 2414
DATE RECEIVED: 7/25/14

(PLEASE TYPE OR PRINT)
PROPERTY ADDRESS 2104 Pecos

OWNER'S NAME Carmen Grama

ADDRESS OF OWNER 2104 Pecos

APPLICANT'S NAME (IF NOT OWNER) URS Corporation for SETRPC (Vicki Myers)

APPLICANT'S PHONE NUMBER 409-877-7706 FAX NUMBER

LEGAL DESCRIPTION: LOT NO. 12 OR TRACT
BLOCK NO. 9 PLAT
ADDITION SURVEY

REASON FOR REQUEST OF A CERTIFICATE OF APPROPRIATENESS: Please see attached

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

TYPE OF REQUEST: PAINT ✓ NEW CONSTRUCTION DEMOLITION
FENCING MISCELLANEOUS ✓

SIGNATURE OF APPLICANT/OWNER: [signature] DATE: 7/25/14

APPROVED: YES ✓ NO

Adria Ward
PLANNING ~~MANAGER~~

7/28/14
DATE

HISTORIC LANDMARK COMMISSION

DATE

COMMENTS:

URS

July 24, 2014

Adina Ward
City of Beaumont
Planning Division
Beaumont, TX 77701

South East Texas Hurricane Ike Disaster Recovery Housing Program-Round 2:
Application for Certificate of Appropriateness

Application ID: *SET205129*
2104 Pecos, Beaumont, TX 77701 (Jefferson County)

Dear Ms. Ward:

URS is applying for a Certificate of Appropriateness to make repairs to the house located at 2104 Pecos in the Oaks Local Historic District. The major exterior changes proposed in the scope of work are:

- Replacement of composite shingle roof in-kind.
- Repair of siding, selective replacement to match existing where missing, deteriorated or damaged beyond repair.
- Repair of trim, selective replacement to match existing where missing, deteriorated or damaged beyond repair.
- Repair cast top plate on front porch.
- Replace rear precast concrete steps with wood stairs.
- Foundation leveling and reinforcement.
- Refurbish 1 wood door.
- Exterior painting. Colors have not been selected at this time, but homeowner will be given choice of pre-approved colors for the Oaks District.
- Light landscaping in the form of new sod and mulch.

URS is also coordinating the scope of work with the Texas Historical Commission under the terms of Section 106 of the National Historic Preservation Act. We submitted the scope to them with the determination that it would pose **no adverse effect** to historic structures, and we expect that they will concur with that determination. Under the programmatic agreement for this program, URS historic preservation staff will meet with the contractors before work begins, monitor the work during construction and document the completed work to ensure that it meets Section 106 requirements.

Any adjustments to the scope during construction that pertain to the historic preservation standards and guidelines will be brought to your attention as well as the attention of the THC for additional review.

URS Corporation
1021 61st Street, Suite 700
Galveston, TX 77551

URS

Please let us know if you need any additional information. Please also let us know if the proposed work can be approved administratively or if we will need to present the scope at the next commission meeting.

Respectfully yours,

Victoria J. Myers
Historic Preservation Specialist

URS Corporation
1021 61st Street, Suite 700
Galveston, TX 77551

BEAUMONT, TEXAS HISTORIC SITES INVENTORY FORM - BEAUMONT HISTORICAL LANDMARK COMMISSION

JEF
BMT

1. County JEFFERSON
City/Rural BEAUMONT

2. Name
Address 2104 Pecos

3. Owner Baumer, Andrew Ronald
Address 980 Lockwood Drive Beaumont, 77706-5548

4. Block/Lot Parkdale Lot 12 Block 9 SE 2-3

5. USGS Quad No. 3094-111 Site No. 872

6. Date: Factual Est. c. 1930

7. Architect/Builder
Contractor

8. Style/Type Vernacular Craftsman

9. Original Use DOMESTIC/Single Dwelling
Present Use DOMESTIC/Multiple Dwelling

10. Description:

One story frame structure. Hip roof covered with asphalt shingles. Overhanging eaves, exposed rafters. Gable front dormer with louvered vent in gable. Two sets of three one-over-one sash. Recessed portico with two wood panel doors and two one-over-one sash. Wood porch. Brick pilasters.

11. Present Condition The roof is deteriorating. The house needs to be painted.

12. Significance:

The structure is an example of multiple housing built in the 1920's and 1930's in Beaumont.

13. Relationship to Site: Original ____ Moved ____ Date ____ (Describe Original Site) ____

14. Bibliography

15. Informant

16. Recorder S. Skarbowski Date 06-19-90

PHOTO DATA

Black and White 35 mm negative

YEAR	DRWR	ROLL	FRME		ROLL	FRME
90		11	28	to		

VIEW:

RECORDED BY: S. Skarbowski

DATE:

ORDINANCE NO.

ENTITLED AN ORDINANCE CONSIDERING AN APPEAL OF THE HISTORIC LANDMARK COMMISSION'S DECISION TO DENY THE REQUEST FOR DEMOLITION AND ALLOW NEW CONSTRUCTION OF 2104 PECOS STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, in July 2014 URS, a contractor for the State's Ike Disaster Recovery Program, applied for and was granted a Certificate of Appropriateness to rehabilitate property located at 2104 Pecos Street; and,

WHEREAS, URS discovered that the property was a duplex and, according to Disaster Recovery Program rules, only one side of the structure could be rehabilitated; and,

WHEREAS, on February 19, 2015, URS applied for a Certificate of Appropriateness to demolish the entire structure and build a new single-family residence on the property; and,

WHEREAS, on March 9, 2015, the Historic Landmark Commission voted 8:0 to deny the Certificate of Appropriateness for the demolition and construction of a new single-family residence at 2104 Pecos Street; and,

WHEREAS, the City Council is of the opinion that the Historic Landmark Commission's decision to deny the request for demolition and allow new construction of 2104 Pecos Street is/is not in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT an appeal of the Historic Landmark Commission's decision to deny the request for demolition and allow new construction at 2104 Pecos Street is hereby granted/denied to URS, its legal representatives, successor and assigns.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

5

April 28, 2015

Consider approving a resolution accepting the Automated Metering Infrastructure and Leak Detection project and authorizing final payment

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	April 28, 2015
REQUESTED ACTION:	Council consider a resolution accepting the Automated Metering Infrastructure (AMI) and Leak Detection project and authorizing final payment in the amount of $425,114.

BACKGROUND
The City entered into a performance contract with Johnson Controls, Inc., on September 27, 2012 and issued a Notice to Proceed on February 21, 2013 for a project to install an Automated Metering Infrastructure (AMI) and Leak Detection in the City of Beaumont for reading water meters and identifying leaks in the meter. The project included replacing 29,644 5/8" water meters installed prior to 2006 and retrofitting the existing 5/8", 1", 1.5", 2" and select large meters with the appropriate register from the original water meter manufacturer compatible with the Itron AMI system, in addition to a permanent leak detection system.

FUNDING SOURCE
Capital Program. The total project cost is $15,300,295. Payments made to date to Johnson Controls, Inc. total $14,875,181, leaving a balance of $425,114.

RECOMMENDATION
Approval of resolution.

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3021 West Bend Drive
Irving, TX 75063

and

CITY OF BEAUMONT ("Customer")
801 Main Street, Suite 100
Beaumont, TX 77701-3548

PROJECT: **City of Beaumont**; Performance Contract dated September 30, 2012 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated April 21, 2015.

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature: Justin Raner

Printed Name: Justin Raner

Title: Houston Market Team Operations Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Beaumont
801 Main Street
Beaumont, Tx 77701

PROJECT: WUS006
PROJECT MGR: Justin Raner

FROM CONTRACTOR:
Johnson Controls, Inc.

VIA ARCHITECT:
REMIT TO:

CONTRACT FOR: Water Meter Project

APPLICATION NO: 24
FEDERAL ID: 39-0380010
PERIOD TO: 21-Apr-15
INVOICE NO: 37818913
INVOICE DATE: 21-Apr-15
PROJECT NOS: 2PYN-0005
P.O.NO: 2010-0041001
CONTRACT DATE 30-Sep-12

Distribution to:
[X] OWNER
[ ]
[ ]
[ ]
[ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 14,487,402
2. Net change by Change Orders		$ 812,893
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 15,300,295
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 15,300,295
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$	
b. ____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 15,300,295
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 14,875,181
8. CURRENT PAYMENT DUE		$ 425,114
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$606,962.00	$0.00
Total approved this Month	$205,931.14	$0.00
TOTALS	$812,893.14	$0.00
NET CHANGES by Change Order	$812,893.14	

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

JOHNSON CONTROLS, INC.

By: Justin Raner Date: 4-21-15

State of Texas County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies to the best of the Owners's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
City of Beaumont Texas

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G702

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JCI PROJECT NO: 2PYN-0005
JCI INVOICE NO:

APPLICATION NO: 23
APPLICATION DATE: 21-Apr-15
PERIOD TO: 21-Apr-15

A	B	C	D	E		F	G		H	I
			WORK COMPLETED							
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	Shipped to Date	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	Meter Installs Current Month
1	Previously Billed Development Costs	$130,000.00	130,000				130,000	100%	0	
2	JCI Mobilization	$400,000.00	400,000				400,000	100%	0	
3	Itron Mobilization	$250,000.00	250,000				250,000	100%	0	
4	Bronco Mobilization	$300,000.00	300,000				300,000	100%	0	
5	32,487 ERT Encoder Modules (Radios)	$ 3,354,302.00	3,354,302				3,354,302	100%	0	
6	10,743 Leak Sensor Modules (Radios)	$ 1,407,333.00	1,407,333				1,407,333	100%	0	
7	43,231 Remote Mount Antenna	$ 1,060,468.00	1,060,468				1,060,468	100%	0	
8	43,231 Cable w/Inline Connector	$ 717,035.00	717,035				717,035	100%	0	
9	540 Leak Detector Mounting Kits	$ 16,470.00	16,470				16,470	100%	0	
10	2 Collector 100 Cell	$ 14,364.00	14,364				14,364	100%	0	
11	2 Labor	$ 116,684.00	116,684				116,684	100%	0	
12	3 100 Tower	$ 54,150.00	54,150				54,150	100%	0	
13	3 Labor	$ 178,023.00	178,023				178,023	100%	0	
14	28 Repeater Direct Mount	$ 128,912.00	128,912				128,912	100%	0	
15	Labor	$ 204,000.00	204,000				204,000	100%	0	
16	1 Repeater Remote Mount	$ 4,820.00	4,820				4,820	100%	0	
17	Labor	$ 7,150.00	7,150				7,150	100%	0	
18	1 FC 300 Blue Tooth/Single Doc	$ 4,480.00	4,480				4,480	100%	0	
19	1 FC 300 Single Dock, Includes Power Sup	$ 600.00	600				600	100%	0	
20	1 Zcorr Logger Kit	$ 13,140.00	13,140				13,140	100%	0	
21	1 DLD Audio Processor	$ 4,024.00	4,024				4,024	100%	0	
22	1 Itron Data Analytics Software	$ 45,000.00	45,000				45,000	100%	0	
23	Mologonline Hosted Service	$ 11,500.00	11,500				11,500	100%	0	
24	Billing Interface	$ 16,367.00	16,367				16,367	100%	0	
25	Hardware Server	$ 20,034.00	20,034				20,034	100%	0	
26	Project Mangt/Training/Travel	$ 160,541.00	154,054	6,487			160,541	100%	0	
27	Software Implementation and training	$ 78,750.00	70,000	8,750			78,750	100%	0	
28	29,644- New 5/8 X 3/4 Meters	$ 2,786,536.00	2,786,536				2,786,536	100%	0	
29	29,644- 5/8 X 3/4 Meter Installation	$ 770,744.00	761,254	9,490			770,744	100%	0	
30	6,789- 5/8 X 3/4 Retrofit Meters	$ 495,597.00	495,597				495,597	100%	0	
31	6,789- 5/8 X 3/4 Retrofit Installation	$ 176,514.00	176,514				176,514	100%	0	
32	4,379- 1" Retrofit Meters	284,635.00	284,635				284,635	100%	0	
33	4,379- 1" Retrofit Installation	$ 113,854.00	80,991	32,863			113,854	100%	0	
34	951- 1 1/2" Retrofit Meters	$ 61,815.00	61,815				61,815	100%	0	
35	951- 1 1/2" Retrofit Installation	$ 37,089.00	31,668	5,421			37,089	100%	0	
36	1,206-2" Retrofit Meters	$ 130,348.00	130,348				130,348	100%	0	
37	1,206-2" Retrofit Installation	$ 47,034.00	47,034				47,034	100%	0	
38	40- 3" Compound Meters	$ 85,280.00	85,280				85,280	100%	0	
39	40- 3" Meter Installation	$ 66,720.00	66,720				66,720	100%	0	
40	8- 3" Turbine Meters	$ 8,704.00	8,704				8,704	100%	0	
41	8- 3" Turbine Installation	$ 6,240.00	6,240				6,240	100%	0	
42	24- 3" Retrofit Meters	$ 30,300.00	30,300				30,300	100%	0	
43	14- 4" Compound Meters	$ 36,512.00	36,512				36,512	100%	0	
44	14- 4" Meter Installation	$ 20,468.00	20,468				20,468	100%	0	
45	1- 4" Fire Service Meter	$ 8,364.00	8,364				8,364	100%	0	
46	1- 4" Meter Installation	$ 6,628.00	6,628				6,628	100%	0	
47	2- 4" Turbine Meters	$ 2,618.00	2,618				2,618	100%	0	

48	2- 4" Meter installation	$	3,250.00	3,250				3,250	100%	0	
49	12- 4" Retrofit Meters	$	12,100.00		12,100			12,100	100%	0	
50	5- 6" Compound Meters	$	23,030.00	23,030				23,030	100%	0	
51	5- 6" Meter Installation	$	12,500.00	12,500				12,500	100%	0	
52	9- 6" Fire Service Meters	$	65,784.00	65,784				65,784	100%	0	
53	9- 6" Meter Installation	$	17,700.00	17,700				17,700	100%	0	
54	2- 6" Turbine Meters	$	5,260.00	5,260				5,260	100%	0	
55	2- 6" Meter Installation	$	1,500.00	1,500				1,500	100%	0	
56	23- 6" Retrofit Meters	$	12,000.00		12,000			12,000	100%	0	
57	1- 8" Turbine Meter	$	2,860.00	2,860				2,860	100%	0	
58	1- 8" Meter Installation	$	2,080.00	2,080				2,080	100%	0	
59	Project Management ($28,126 a month)	$	450,000.00	431,804	18,196			450,000	100%	0	
60	1-2" Neptune Horizontal Turbine	$	423.00	423				423	100%	0	
61	1-1 1/2 Neptune HP	$	1,200.00	1,200				1,200	100%	0	
62	1- Neptune 1 1/2 T-10 PD	$	600.00	600				600	100%	0	
63	4- Sensus Turbines	$	2,968.00	2,968				2,968	100%	0	
	SUBTOTALS:		14,487,402	14,382,095	105,307		0	14,487,402	100%	0	0

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CONTINUATION SHEET

AIA DOCUMENT G702

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JCI PROJECT NO: 2PYN-0005
JCI INVOICE NO: 37818913

APPLICATION NO: 24
APPLICATION DATE: 21-Apr-15
PERIOD TO: 21-Apr-15

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS Shipped to Date	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	1 (G ÷ C)	BALANCE TO FINISH (C - G)	Meter Installs Current Month
	Change Order # 1								
64	1283- New 1" Meters	291,121	291,121			291,121	100%	0	
65	1283- New 1" Meter Installations	96,225	24,600	71,625		96,225	100%	0	
66	Credit for 1283 1" retrofits	(165,935)	(165,935)			(165,935)	100%	0	
67	134 - New 1.5" Meters	81,674	81,674			81,674	100%	0	
68	134- New 1.5" Meter Installations	16,750	2,403	14,347		16,750	100%	0	
69	Credit for 134 1.5" retrofits	(19,117)	(19,117)			(19,117)	100%	0	
70	389 - New 2" Meters	252,850	252,850			252,850	100%	0	
71	389- New 2" Meter Installations	108,891	19,233	89,658		108,891	100%	0	
71	Credit for 389 2" retrofits	(55,497)	(55,497)			(55,497)	100%	0	
	SUBTOTALS:	15,094,364	14,813,427	280,937	0	15,094,364	100%	0	0

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CONTINUATION SHEET

AIA DOCUMENT G702

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JCI PROJECT NO: 2PYN-0005
JCI INVOICE NO: 37818913

APPLICATION NO: 24
APPLICATION DATE: 21-Apr-15
PERIOD TO: 21-Apr-15

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	Meter Installs Current Month
	Change Order # 2								
	Field Condition Change Items								
72	5/8"X3/4"- 1" Dig up Box	140,856		140,856		140,856	100%	0	
73	5/8"X3/4"- 1" Replace Box	32,380		32,380		32,380	100%	0	
74	5/8"X3/4"- 1" Re-plumb	18,700		18,700		18,700	100%	0	
75	5/8"X3/4"- 1" Replace Curb Stop	11,100		11,100		11,100	100%	0	
76	1.5" - 2" Dig up Box	15,513		15,513		15,513	100%	0	
77	1.5" - 2" Replace Box	6,933		6,933		6,933	100%	0	
78	1.5" - 2" Re-plumb	700		700		700	100%	0	
79	1.5" - 2" Replace Curb Stop	333		333		333	100%	0	
	Replaced Damaged Equipment								
80	Replace Damaged Registers	23,819		23,819		23,819	100%	0	
81	Replace Damaged Antennas	5,339		5,339		5,339	100%	0	
82	Replace Damaged ERT's 302	6,248		6,248		6,248	100%	0	
83	Replace Damaged ERT's 303	3,833		3833		3,833	100%	0	
	Changes in Meter Scope								
	5/8" X 3/4" Exchange Water Mete	(97,061)		-97,061		(97,061)	100%	0	
	5/8" X 3/4" Retrofit Water Meters	57,333		57,333		57,333	100%	0	
	1" Exchange Water Meters	(8,453)		-8,453		(8,453)	100%	0	
	1" Retrofit Water Meters	46,688		46,688		46,688	100%	0	
	1.5" Exchange Water Meters	(3,673)		(3,672)		(3,672)	100%	0	
	1.5" Retrofit Water Meters	4,565		4,565		4,565	100%	0	
	2" Exchange Water Meters	(69,745)		-69,745		(69,745)	100%	0	
	2" Retrofit Water Meters	43,372		43,372		43,372	100%	0	
	Large Meter Deduct City Installed								
	3" Compound Meters	(19,710)		-19,710		(19,710)	100%	0	
	3" Turbine Meters	(4,380)		(4,380)		(4,380)	100%	0	
	4" Compound Meters	(10,950)		(10,950)		(10,950)	100%	0	
	3" Compound not in Large Meter SOW 3040	2,190		2,190		2,190	100%	0	
	SUBTOTALS:	15,300,295	14,813,427	486,868	0	15,300,295	100.00%	0	0

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RESOLUTION NO.

WHEREAS, on September 25, 2012, the City Council of the City of Beaumont, Texas passed Resolution No. 12-225 authorizing the City Manager to execute a Performance Contract with Johnson Controls, Inc., in the amount of $14,487,402, for installation and implementation of an Automated Metering and Leak Detection Infrastructure for the Water Utilities Department; and,

WHEREAS, on August 26, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-181 authorizing Change Order No. 1, in the amount of $606,962, for replacement of one thousand two hundred eighty-three (1,283) 1" water meters with a credit for register retrofit of one thousand two hundred eighty-three (1,283) 1" meters; replacement of one hundred thirty-four (134) 1.5" water meters with a credit for register retrofit of one hundred thirty-four (134) 1.5" meters; and, replacement of three hundred eighty-nine (389) 2" water meters with a credit for register retrofit of three hundred eighty-nine (389) 2" meters, thereby increasing the contract amount to $15,094,364; and,

WHEREAS, on April 7, 2015, the City Council of the City of Beaumont, Texas passed Resolution No. 15-066 authorizing Change Order No. 2, in the net amount of $205,931.14, to dig up, replace, or re-plumb eight thousand forty-nine (8,049) existing meter boxes; replacement of equipment damaged after installation; and, final reconciliation of meter replacements and retrofits, thereby increasing the contract amount to $15,300,295.14;

WHEREAS, Johnson Controls, Inc. completed the Automated Metering Infrastructure (AMI) and Leak Detection Project on April 21, 2015 and passed inspection from the City of Beaumont Finance Department;

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 Automated Metering Infrastructure (AMI) and Leak Detection Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of $425,114 to Johnson Control, Inc.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 28th day of April, 2015.

_____

- Mayor Becky Ames -

PUBLIC HEARING

* Receive comments from applicants for Public Services and Public Facilities Program funding from the 2015 Community Development Block Grant Program

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CJB Chris Boone, Planning & Community Development Director
MEETING DATE:	April 28, 2015
REQUESTED ACTION:	Council conduct a Public Hearing to receive comments from applicants for Public Services and Public Facilities Program funding from the 2015 Community Development Block Grant Program.

BACKGROUND
Applicants for Public Services and Public Facilities and Improvements funding will have the opportunity to present details of their applications.

FUNDING SOURCE
U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant funds.

RECOMMENDATION
Council conduct the Public Hearing.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2015 APPLICATIONS RECEIVED

Submitted	Organization	Address	Contact Person	Phone Number	Amount Requested
2/12/15	AARP/Experience Corp.	2210 Eastex Freeway (03)	Stephanie Pearson	924-7905	20,000
1/8/15	Anayat House Inc.	1025 N. 14th Street (02)	Bel Lamb	833-0649	8,500
2/13/15	CASA	2449 Calder (02)	Christopher Kirksey	832-2272	20,000
2/13/15	Catholic Charities of SETX	2780 Eastex Fwy. (03)	Carolyn Fernandez	924-4412	9,275
2/13/15	Child Abuse & Forensic	810 Hospital Dr. #190 (01)	Brenda Garison	832-0421	20,000
2/11/15	Family Services of SETX	3550 Fannin (01)	Janet Walker	833-2668	20,000
2/11/15	Girl's Haven/The Erhart School	3380 Fannin (01)	Lynn Hogg (Mr.)	839-8200	10,945
1/20/15	Henry's Place/Some Other Place	590 Center (04)	Paula Oneill	832-7976	16,000
2/13/15	Hope Women's Resource Clinic *	3740 Laurel Ave. (07)	Jada Kamp	898-4005	23,915
2/13/15	IEA – Inspire, Achieve, Encourage	20 N. 11th (02)	Angeliqueca Avery	839-8778	10,000
2/13/15	Julie Rogers "Gift of Life"	2390 Dowlen Rd. (06)	Norma Sampson	833-3663	10,000
2/11/15	Nutrition & Services	4590 Concord (03)	Elaine Shellenberger	892-4455	17,345
2/13/15	S.I.S.T.A.S. (Mind, Body, Spirit) *	5690 Catherine (08)	Sharlene Rhone	201-1489	18,180
2/11/15	Steps Along The Way CD Ctr. *	1178 Ave. A (01)	Adrian Hopkins	673-9963	7,500
1/28/15	Southeast Texas Family Resource Ctr.	2060 Irving (01)	Paula Hall	833-4155	20,000
2/13/15	Southeast Texas Food Bank	P. O. Box 21012 (77720)	Daniel J. Maher	839-8777	8,530
2/12/15	Spindletop Center	2750 S. 8th (01)	Robin Meek	839-2233	5,550
2/13/15	Tender Loving Care/Legacy CDC	620 Pearl (01)	Vivian Ballou	832-2723	20,000
2/13/15	The H.O.W. Center	2509 Cable (03)	Daniel Jeans	832-7102	12,750
2/11/15	The Salvation Army	2350 IH-10 East (03)	Captain Alan Gonzalez	896-2361	36,000
2/13/15	YWCA Beaumont	700 North (01)	Bridget Johnson	899-1011	20,000
			Total Requests		$334,490

*Has never been funded with CDBG

Summary of Proposed Activities
Submitted for 2015 CDBG Funding

AARP/Experience Corp. **$20,000**

Funding will be used to reimburse the salaries of staff/tutors that participate in a mentoring and tutoring program for BISD elementary school students from low/moderate income households.

Anayat House, Inc. **$8,500**

Funding will be used to reimburse the utility expenses (electrical, gas and water) for the medical hospitality house that accommodates families during medical crisis. 57% of the guests are from low/moderate income households and are unable to pay the nominal nightly suggested donation of $20.00.

CASA **$20,000**

Funding will be used to reimburse the costs to rehabilitate their office building. This agency serves as an advocate for children who have entered the foster care system due to abuse, neglect or abandonment.

Catholic Charities **$9,275**

Funding will used to reimburse the cost to provide a free income tax preparation services through the Volunteer Income Tax Assistance (VITA) Program of their Asset Building Case Management Program. These expenses include but are not limited to personnel costs, allocated management and general expenses, printing, materials and supplies, and volunteer training.

Child Abuse and Forensic Services **$20,000**

Funding will be used to reimburse a portion of salary costs associated with the on call services and examinations provided to low/moderate income victims of sexual assault after hours and weekends.

Family Services of Southeast Texas - (HOMELESS PROVIDER) **$20,000**

Funding will be used to reimburse operating expenses, including care of building and grounds, utilities, office supplies and household supplies for the shelter that houses victims of domestic abuse and their children.

Girl's Haven/The Ehrhart School **$10,947**

Funding will be used to purchase a 16' x 24' portable stage that will enhance the overall educational experience of our students that are economically disadvantaged.

Henry's Place/Some Other Place – (HOMELESS PROVIDER) **$16,000**

Funding will be used to pay for operational costs at a facility that serves homeless, mentally disabled persons. Costs to include: assistance with utility bills, repair/maintenance of equipment, office/custodial supplies, salaries and professional fees.

Hope Women's Resource Clinic **$23,915**

Funding will be used to purchase and replace seven (7) air conditioning units for the clinic that provides services to low to moderate income clients that that are in a crisis or unplanned pregnancy.

I.E.A. (Inspire, Encourage, Achieve) **$10,000**

Funding will be used to pay for transportation expenses associated with transporting youth to weekly individual group mentoring sessions, supplies for job training sessions, and uniform attire for youth to wear during site visits to businesses that provide opportunities for youth to acquire job readiness skills. These youth are under the supervision of the Jefferson County Juvenile Probation Department and are at-risk of delinquency.

Julie Roger's Gift of Life Program **$10,000**

Funding will be used to purchase educational literature and materials, anti-smoking curriculum and presentation materials, literature outreach bags, healthy lifestyles flyers and pamphlets for youth, and nutrition tips to a healthier life and items to facilitate healthy behavior reaching low to moderate income youth and other individuals.

Nutrition and Services for Seniors **$20,000**

Funding will be used to reimburse a portion of the purchase of a meal delivery van for the Meals on Wheels Program which provides a hot meal to the homebound senior citizens of our community that are low to moderate income.

S.I.S.T.A.S. **$18,180**

Funding will be used to purchase food, personal clothing items (gloves, hats, socks, sweaters, coats, scarves blankets/throws) for the homeless population during the colder winter months and to provide assistance with utility bills for the low to moderate income individuals.

Steps Along The Way Community Development Center **$7,500**

Funding will be used to purchase computers, science and mathematics software that will be used for a program that will tutor and/or train students from low to moderate income households.

Southeast Texas Family Resource Center **$20,000**

Funding will be used to facilitate an after-school and summer enrichment program, building and vehicle maintenance costs and repairs, supplies for the Jazzy Seniors Program, costs to include (health screenings, family activity nights, food distribution, and resource referrals, kitchen supplies, and paper/plastic goods). Funding will also enhance educational programs, computer literacy (ink/paper, educational & learning software and copier machine toner), GED library (books, books on tape, music and equipment). All services provided to benefit the low to moderate income areas of Beaumont.

Southeast Texas Food Bank **$8,530**

Funding will be used to purchase food that will be distributed to low to moderate income diabetic clients in Beaumont. This program will provide food designed to emphasize healthy eating alternatives such as low sodium, low sugar, and whole wheat substitutes. Funding will also help to partially pay for the quarterly stipend ($750) required of agencies accepting placement of a VISTA worker through Feed Texas.

Spindletop Center **$5,550**

Funding will be used to purchase monthly and daily passes for consumers to use with the Beaumont Municipal Transit Service. The consumers are low to moderate income and suffer from mental health issues, substance abuse and intellectual developmental disabilities and need transportation to and from treatment centers and personal business appointments.

Tender Loving Care/Legacy CDC **$20,000**

Funding will be used to cover the costs of the 8 hour certification course required for 1st Time Homebuyers and portion of the salary for a full time Counselor to provide hands on financial and credit counseling to low income families and residents of Beaumont that desire to purchase a permanent home.

The H.O.W. Center – **$12,750**

Funding will be used to renovate a facility that houses and provides educational opportunities, job training and other services to low to moderate income men who are recovering from substance and/or alcohol addiction. Project consists of replacing the existing A/C and heating units for Dorm #1, #2, and #3.

The Salvation Army - **$36,000**

Funding will be used to assist clients with rent and utility payments, shelter food and transportation costs for the shelter that houses homeless individuals and families.

YWCA Beaumont **$20,000**

Funding will be used to assist middle and high schools students with reading and math comprehension issues through the D.I.A.L. Program. Costs to include: program supplies, classroom rental costs, printing costs, snacks, and a portion of the tutors' salaries.

CDBG 2015 Applicants for Public Services/Public Facilities

Community Public Services/Housing/Educational

Public Facilities

1. AARP/EXPERIENCE CORP.
$20,000
Funding will be used to reimburse the salaries of staff/tutors that participate in a mentoring and tutoring program for BISD elementary school students from low/moderate income households.

2. ANAYAT HOUSE, INC
$8,500
Funding will be used to reimburse the utility expenses (electrical, gas, and water) for the medical hospitality house that accommodates families during medical crisis. 57% of the guests are from low/moderate income households and are unable to pay the nominal nightly suggested donation of $20.00.

3. CASA
$20,000
Funding will be used to reimburse the costs to rehabilitate their office building. This agency serves as an advocate for children who have entered the foster care system due to abuse, neglect or abandonment.

4. CATHOLIC CHARITIES
$9,275
Funding will be used to reimburse the cost to provide a free income tax preparation services through the Volunteer Income Tax Assistance (VITA) Program of their Asset Building Case Management Program. These expenses include but are not limited to personnel costs, allocated management and general expenses, printing, materials and supplies, and volunteer training.

5. CHILD ABUSE AND FORENSIC SERVICES
$20,000
Funding will be used to reimburse a portion of salary costs associated with the on call services and examinations provided to low/moderate income victims of sexual assault after hours and weekends.

6. FAMILY SERVICES OF SOUTHEAST TEXAS
$20,000
Funding will be used to reimburse operating expenses, including care of building and grounds, utilities, office supplies and household supplies for the shelter that houses victims of domestic abuse and their children.

7. GIRL'S HAVEN/THE EHRHART SCHOOL
$10,947
Funding will be used to purchase a 16' x 24' portable stage that will enhance the overall educational experience of our students that are economically disadvantaged.

8. HENRY'S PLACE/SOME OTHER PLACE
$16,000
Funding will be used to pay for operational costs at a facility that serves homeless, mentally disabled persons. Costs to include: assistance with utility bills, repair /maintenance of equipment, office/custodial supplies, salaries and professional fees.

9. HOPE WOMEN'S RESOURCE CLINIC
$23,915
Funding will be used to purchase and replace seven (7) air conditioning units for the clinic that provides services to low to moderate income clients that are in a crisis or unplanned pregnancy.

10. I.E.A. (INSPIRE, ENCOURAGE, ACHIEVE)
$10,000
Funding will be used to pay for transportation expenses associated with transporting youth to weekly individual group mentoring sessions, supplies for job training sessions, and uniform attire for youth to wear during site visits to businesses that provide opportunities for youth to acquire job readiness skills. These youth are under the supervision of the Jefferson County Juvenile Probation Department and are at-risk of delinquency.

11. JULIE ROGER'S GIFT OF LIFE PROGRAM
$10,000
Funding will be used to purchase educational literature and materials, anti-smoking curriculum and presentation materials, literature outreach bags, healthy lifestyles flyers and pamphlets for youth, and nutrition tips to a healthier life and items to facilitate healthy behavior reaching low to moderate income youth and other individuals.

12. NUTRITION AND SERVICES FOR SENIORS
$20,000
Funding will be used to reimburse a portion of the purchase of a meal delivery van for the Meals on Wheels Program which provides a hot meal to the homebound senior citizens of our community that are low to moderate income.

13. S.I.S.T.A.S.
$18,180
Funding will be used to purchase food, personal clothing items (gloves, hats, socks, sweaters, coats, scarves, and blankets/throws) for the homeless population during the colder winter months and to provide assistance with utility bills for the low to moderate income individuals.

14. STEPS ALONG THE WAY COMMUNITY DEVELOPMENT CENTER
$7,500
Funding will be used to purchase computers, science and mathematics software that will be used for a program that will tutor and/or train students from low to moderate income households.

15. SETX FAMILY RESOURCE CENTER
$20,000
Funding will be used to facilitate an after-school and summer enrichment program, building and vehicle maintenance costs and repairs, supplies for the Jazzy Seniors Program, costs to include (health screenings, family activity nights, food distribution, and resource referrals, kitchen supplies, and paper/plastic goods). Funding will also enhance educational programs, computer literacy (ink/paper, educational & learning

Certification of compliance with National Objectives in accordance with subpart C of CFR part 570 projected use of funds meet one National Objective: 1) benefits low and moderate income families, 2) aids in prevention or elimination of slums or blighted conditions, and 3) meet other community development needs having a particular urgency.

CDBG 2015 Applicants for Public Services/Public Facilities

Community Public Services/Housing/Educational

Public Facilities

software and copier machine toner), GED library (books, books on tape, music and equipment). All services provided to benefit the low to moderate income areas of Beaumont.

16. SOUTHEAST TEXAS FOOD BANK
$8.530
Funding will be used to purchase food that will be distributed to low to moderate income diabetic clients in Beaumont. This program will provide food designed to emphasize healthy eating alternatives such as low sodium, low sugar, and whole wheat substitutes. Funding will also help to partially pay for the quarterly stipend ($750) required of agencies accepting placement of a VISTA worker through Feed Texas.

17. SPINDLETOP CENTER
$5,550
Funding will be used to purchase monthly and daily passes for consumers to use with the Beaumont Municipal Transit Service. The consumers are low to moderate income and suffer from mental health issues, substance abuse and intellectual developmental disabilities and need transportation to and from treatment centers and personal business appointments.

18. Tender Loving Care/Legacy CDC
$20,000
Funding will be used to cover the costs of an 8 hour certification course required for the 1st Time Homebuyers Program. Also, a portion of the salary for a full time Counselor who will provide hands on financial and credit counseling to low income families and residents of Beaumont that desire to purchase a home.

19. The H.O. W. Center
$12,750
Funding will be used to purchase new A/C and heating units to replace the old, worn out existing unit at a facility that houses and provides educational opportunities, job training and other services for low to moderate income men who are recovering from substance and/or alcohol addiction. Project will replace the existing A/C and heating units for Dorm #1, #2, and #3.

20. THE SALVATION ARMY
$36,000
Funding will be used to assist clients with rent and utility payments, shelter food and transportation costs for the shelter that houses homeless individuals and families.

21. YWCA BEAUMONT
$20,000
Funding will be used to assist middle and high school students with reading and math comprehension issues through the D.I.A.L. Program. Costs to include: program supplies, classroom rental costs, printing costs, snacks, and a portion of the tutors' salaries.

Certification of compliance with National Objectives in accordance with subpart C of CFR part 570 projected use of funds meet one National Objective: 1) benefits low and moderate income families, 2) aids in prevention or elimination of slums or blighted conditions, and 3) meet other community development needs having a particular urgency.