

**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    MAY 20, 2014    1:30 P.M.**

**CONSENT AGENDA**

- \* Approval of minutes – May 13, 2014
- \* Confirmation of committee appointments

Emily Coxe would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire September 19, 2015. (Councilmember Mike Getz)

Darlene Chodzinski would be reappointed to the Historic Landmark Commission. The current term would expire September 3, 2015. (Mayor Becky Ames)

- A) Approve a resolution authorizing the City Manager to execute a memorandum of understanding with the South East Texas Regional Planning Commission to facilitate emergency notifications
- B) Approve a resolution authorizing the acceptance of a ten foot wide Exclusive Water Line Easement for the construction of a 6” water line loop and fire hydrant at 5780 Hagner Road
- C) Approve a resolution authorizing the acceptance of a ten foot wide Exclusive Water Line Easement for the construction of a 6” water line loop and fire hydrant at 4775 S. Martin Luther King Parkway
- D) Approve a resolution authorizing the City Manager or his designee to execute all documents necessary, specifically an Extension of Memorandum of Understanding agreement related to a Violent Gang and Gun Crime Reduction Program
- E) Approve a resolution authorizing the City Manager to execute an Advance Funding Agreement Amendment No. 2 with the Texas Department of Transportation for the Hike & Bike Trail Phase II-Dowlen Road to Major Drive
- F) Approve a resolution authorizing an Interlocal Agreement with Jefferson County Drainage District No. 6 for the Hike and Bike Trail Phase II from Dowlen Road to Major Drive

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF BEAUMONT:

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Emily Coxe	Parks and Recreation Advisory Committee	05/20/14	09/19/15
Darlene Chodzinski	Historic Landmark Commission	05/20/14	09/03/15

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May,  
2014.

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- Mayor Becky Ames -



## City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** May 20, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to execute a memorandum of understanding with the South East Texas Regional Planning Commission to facilitate emergency notifications.

### **BACKGROUND**

The City currently provides for emergency alerting of citizens, employees, and emergency operations staff through an agreement with the South East Texas Regional Planning Commission (SETRPC). In the City of Beaumont, the system is used for department and division employee notifications as well as for customer and collection notifications in the Customer Service and Municipal Court divisions. SETRPC is applying for grant funding from the Department of Homeland Security 2014 Port Security Grant Program (PSGP) with the stated intention of maintaining a regional notification capability. SETRPC has a current contract with BlackBoard Connect to maintain the service, and has contracted with Intrado to maintain the essential 911 database access. This MOU will allow the City of Beaumont to utilize the Blackboard notification system under the SETRPC contract for a fourth of the normal cost. The 25% cash match requirement will be divided between all regional participants on a per-capita cost share. This is a two year grant, and Beaumont's share will not exceed a total of \$51,218.51.

### **FUNDING SOURCE**

Capital Reserve Fund FY 2015 and FY 2016 Budgets.

### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and South East Texas Regional Planning Commission (SETRPC), in an amount not to exceed \$51,218.51, to facilitate emergency notifications through the South East Texas Regional Emergency Alerting Network. Said Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May,  
2014.

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- Mayor Becky Ames -

**FY 2014 Port Security Grant Program (PSGP)**  
**Memorandum of Understanding**

**Memorandum of Understanding/Agreement**

**Between the Southeast Texas Regional Planning Commission (SETRPC) and City of Beaumont  
Regarding the City of Beaumont's use of the Southeast Texas Emergency Alerting Network**

**1. PARTIES.** The parties to this Agreement are SETRPC and the City of Beaumont.

**2.** The purpose of this Agreement is for the local jurisdiction to acknowledge the SETRPC's application for 2014 Port Security Grant funds to provide regional access to the South East Texas Regional Emergency Alerting Network, to signify the City of Beaumont's support of the project, and to set forth terms by which each of the parties will ensure the project's success.

**4. RESPONSIBILITIES.** The roles and responsibilities of each party are understood as follows:

SETRPC agrees to:

- Administer the emergency alerting system
- Ensure compliance with grant requirements
- Contact with and ensure timely payment to third party vendor for emergency alerting network services

City of Beaumont agrees to:

Follow Emergency Network Services guidelines as outlined in the Interlocal Agreement between SETRPC and the City of Beaumont

It is anticipated that industry expenses for promoting the regional emergency alerting network will provide the required cash match; however if this is deemed an ineligible match or if expenses are insufficient to meet the full required cash match, the City of Beaumont agrees to provide a pro rata match not to exceed \$51,218.51 over two years.

**5. POINT OF CONTACT.** Sue Landry

Director, Homeland Security & Emergency Management Planning Division  
South East Texas Regional Planning Commission  
2210 Eastex Freeway  
Beaumont, Texas 77703  
Office: (409) 924-7514  
Fax: (409) 899-0826  
Email: [slandry@setrpc.org](mailto:slandry@setrpc.org)  
Website: [www.setrpc.org](http://www.setrpc.org)

**6. OTHER PROVISIONS.** Nothing in this agreement is intended to conflict with current laws or regulations of the State of Texas or local Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**7. EFFECTIVE DATE.** The terms of the agreement will become effective on the date found next to the signatures below.

**8. MODIFICATIONS.** This agreement may be modified upon the mutual written consent of the parties.

EXHIBIT "A"

**9. TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end date for an approved grant. Either party, upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:

Shaun P. Davis  
Executive Director  
SETRPC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Becky Ames  
Mayor  
City of Beaumont

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Patrick Donart, Public Works Director

**MEETING DATE:** May 20, 2014

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

### **BACKGROUND**

XL Systems, L.P. has agreed to convey a ten foot (10') wide exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.2310 acre tract out of the J. A. Veatch League, Abstract No. 55. The water line easement is for the construction of a 6" water line loop and fire hydrants at 5780 Hagner Road.

### **FUNDING SOURCE**

Not applicable.

### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, XL Systems, L.P. has agreed to convey a ten foot (10') wide exclusive water line easement, said easement being a 0.2310 acre tract out of the J.A. Veatch League, Abstract No. 55, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont for the purpose of facilitating the construction of a 6" water line loop and fire hydrant at 5780 Hagner Road; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same should be accepted;

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

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

THAT the ten foot (10') exclusive water line easement conveyed by XL Systems, L.P., being a 0.2310 acre tract out of the J.A. Veatch League, Abstract No. 55, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May, 2014.

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- Mayor Becky Ames -



purposes aforesaid, and giving said City the right and privilege to improve, maintain and operate the same as permitted by law.

GRANTOR agrees not to place any structures or appurtenances within the Easement Property that will interfere with Grantee's ability to exercise the Easement Rights.

Grantee shall not be responsible for the repair and replacement of any paving or other structures within the Easement Property.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

XL SYSTEMS, L.P.  
a Texas limited partnership

By: Grant Prideco Holding, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: Kenneth A. Jeck

Title: Vice President – Risk Management

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

BEFORE ME, the undersigned authority, on this day personally appeared **KENNETH A. JECK** as **VICE PRESIDENT – RISK MANAGEMENT** of **GRANT PRIDECO HOLDING, LLC**, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

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

**EXHIBIT A, PAGE 1 OF 2  
CENTERLINE DESCRIPTION  
FOR A  
10' WIDE EXCLUSIVE WATER LINE EASEMENT  
OUT OF THE  
J. A VEATCH LEAGUE, ABSTRACT 55  
JEFFERSON COUNTY, TEXAS  
APRIL 17, 2014**

That certain centerline description for a 10' wide exclusive water line easement out of the J. A. Veatch League, Abstract 55, Jefferson County, Texas, being across a called 9.598 acre tract (Tract B) conveyed to XL Systems, Inc. as recorded in Clerks File No. 9433636 of the Official Public Records of Jefferson County, Texas, said centerline description being more particularly described by the following courses and distances;

Note: Bearings are referenced to the NAD83 Texas State Plane Coordinate System, South Central Zone #4204.

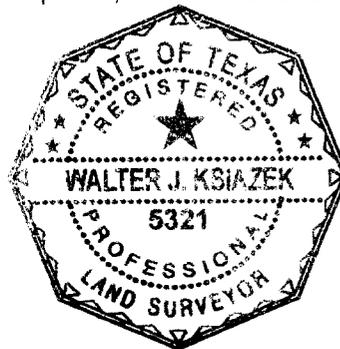
**COMMENCING** at a 5/8" iron rod found in the westerly right-of-way line of Hagner Road and the north line of a LNVA Canal for the southeast corner of the said 9.598 acre tract;

THENCE North 30°45'12" West along the said westerly right-of-way line of Hagner Road and the easterly line of the said 9.598 acre tract a distance of 6.10 feet (called North 28°14'36" West) to a point for the **POINT OF BEGINNING** of the said centerline of the 10' wide exclusive water line easement from which a 1/4" iron rod found in the said westerly right-of-way line of Hagner Road bears North 30°45'12" West 910.35 feet;

THENCE South 81°44'05" West along the said centerline of the 10' wide water line easement a distance of 1006.42 feet to a point in the easterly line of an 80' wide utility and drainage easement (formerly Gorman Road) described in Ordinance No. 98-59 as recorded in Clerks File No. 9836524 of the Official Public Records of Jefferson County, Texas and the westerly line of the said 9.598 acre tract for the **POINT OF TERMINATION** of the said 10' wide exclusive water line easement from which a 1/2" iron rod found for the northwest corner of the said 9.598 acre tract bears North 30°52'44" West 626.01 feet and a 1" iron pipe found in the said north line of a LNVA Canal for the southwest corner of the said 9.598 acre tract bears South 30°52'44" East 6.40 feet.

This description is based on a survey made by Fittz & Shipman, Inc. on March 21, 2014.

  
Walter J. Ksiazek  
Registered Professional Land Surveyor No. 5321



**Fittz & Shipman, Inc.**

Page 1 of 1  
Project No. 13098T5WtrEsmt  
Plat & Description

**EXHIBIT "A", PAGE 2 OF 2**

SURVEYOR'S CERTIFICATION:  
 I DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF  
 THAT THIS IS AN ACCURATE PLAT OF A SURVEY & DESCRIPTION MADE  
 ON THE GROUND UNDER MY SUPERVISION ON MARCH 21, 2014.

*Walter J. Kusitek*  
 WALTER J. KUSITEK  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5321



XL SYSTEMS, INC. O.P.R.I.C.  
 CLERKS FILE NO. 9433656-TRACT A)  
 (CALLED 19.251 ACRES-TRACT A)

(CALLED N 28°11'33" W 786.01)  
 N 30°32'44" W 786.14

FOUND  
 CAPPED  
 IRON ROD

FOUND 1/2"  
 IRON ROD

ODD PARCELS  
 N 30°32'44" W 632.41  
 (CALLED 6.26.01)  
 CLERKS FILE NO. 9433656-TRACT B)  
 (CALLED 9.598 ACRES-TRACT B)

XL SYSTEMS, INC. O.P.R.I.C.  
 CLERKS FILE NO. 9433656-TRACT B)  
 (CALLED 9.598 ACRES-TRACT B)

FOUND  
 1" IRON PIPE

POINT OF  
 TERMINATION

S 81°44'05" W 1006.42  
 S 81°45'06" W 1006.30  
 (CALLED S 81°44'05" W 1006.30)

POINT OF  
 BEGINNING

COMPLETING  
 POINT  
 FOUND 3/8"  
 IRON ROD

XL SYSTEMS, INC. O.P.R.I.C.  
 FILM CODE 103-702 (ACRES)  
 (CALLED 4.932 ACRES)

N 30°45'12" W 916.45  
 910.38  
 (CALLED N 28°14'36" W)

HAGNER ROAD

FOUND 1/4"  
 IRON ROD



NOTE: BEARINGS ARE REFERENCED TO THE NAD83,  
 TEXAS STATE PLANE COORDINATE SYSTEM,  
 SOUTH CENTRAL ZONE #4204.



Q:\PROJECTS\13098 - XL Services\Survey\Task 05-WaterLineEsm\13098T5WtrEsm.dwg Apr 17, 2014 11:44am

**Fitzz & Shipman**  
 INC.  
 Consulting Engineers and Land Surveyors  
 1405 CORNERSTONE COURT, BEAUMONT, TEXAS  
 (409) 832-7238 FAX (409) 832-7303

**10' WIDE EXCLUSIVE WATER LINE EASEMENT**  
 PROJECT NAME: XL SYSTEMS, INC. A-55  
 JA VEATCH LEAGUE, TEXAS  
 JEFFERSON COUNTY, TEXAS  
 DATE: 4-17-14

SHEET NO. 2  
 PROJECT NO. 13098T5

EXHIBIT "2"

LNVA CANAL

(CALLED S 81°22'14" W 1097.57)  
 S 81°22'14" W 1097.57

FOUND  
 CAPPED  
 IRON ROD

ODD PARCELS  
 N 30°32'44" W 632.41  
 (CALLED 6.26.01)  
 CLERKS FILE NO. 9433656-TRACT B)  
 (CALLED 9.598 ACRES-TRACT B)

XL SYSTEMS, INC. O.P.R.I.C.  
 CLERKS FILE NO. 9433656-TRACT B)  
 (CALLED 9.598 ACRES-TRACT B)

FOUND  
 1" IRON PIPE

POINT OF  
 TERMINATION

S 81°44'05" W 1006.42  
 S 81°45'06" W 1006.30  
 (CALLED S 81°44'05" W 1006.30)

POINT OF  
 BEGINNING

COMPLETING  
 POINT  
 FOUND 3/8"  
 IRON ROD

XL SYSTEMS, INC. O.P.R.I.C.  
 FILM CODE 103-702 (ACRES)  
 (CALLED 4.932 ACRES)

N 30°45'12" W 916.45  
 910.38  
 (CALLED N 28°14'36" W)

HAGNER ROAD

FOUND 1/4"  
 IRON ROD



NOTE: BEARINGS ARE REFERENCED TO THE NAD83,  
 TEXAS STATE PLANE COORDINATE SYSTEM,  
 SOUTH CENTRAL ZONE #4204.



Q:\PROJECTS\13098 - XL Services\Survey\Task 05-WaterLineEsm\13098T5WtrEsm.dwg Apr 17, 2014 11:44am



# City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** <sup>PD</sup> Patrick Donart, Public Works Director

**MEETING DATE:** May 20, 2014

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

**BACKGROUND**

M & I Electric Industries, Inc. has agreed to convey a ten foot (10') wide exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.0933 acre tract out of the J. W. Bullock Survey, Abstract No. 7. The water line easement is for the construction of a 6" water line loop and fire hydrant at 4775 S. Martin Luther King Parkway.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, M & I Electric Industries, Inc. has agreed to convey a ten foot (10') wide exclusive water line easement, said easement being a 0.0933 acre tract out of the J.W. Bullock Survey, Abstract No. 7, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont for the purpose of facilitating the construction of a 6" water line loop and fire hydrant at 4775 S. Martin Luther King Parkway; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same should be accepted;

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

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

THAT the ten foot (10') exclusive water line easement conveyed by M & I Electric Industries, Inc., being a 0.0933 acre tract out of the J.W. Bullock Survey, Abstract No. 7, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May, 2014.

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- Mayor Becky Ames -

STATE OF TEXAS                   X  
COUNTY OF JEFFERSON        X

KNOW ALL MEN BY THESE PRESENTS:

**WATER LINE EASEMENT**

THAT, M & I ELECTRIC INDUSTRIES, INC., State of Texas hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF BEAUMONT, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a Water Line Easement and the exclusive right to construct, alter, and maintain said waterlines and appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in Exhibit "A", attached and made a part hereof for all purposes.

The easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and appurtenances, and the following rights are also hereby conveyed collectively, the "Easement Rights".

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

EXHIBIT "1"

the same as permitted by law.

GRANTOR agrees not to place any structures or appurtenances within the Easement Property that will interfere with Grantee's ability to exercise the Easement Rights.

Grantee shall not be responsible for the repair and replacement of any paving or other structures within the Easement Property.

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

M & I ELECTRIC INDUSTRIES, INC.

By: \_\_\_\_\_

Printed Name: James J. Steffek

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS                    X  
COUNTY OF JEFFERSON        X

BEFORE ME, the undersigned authority, on this day personally appeared **JAMES J. STEFFEK** as **PRESIDENT** of **M & I ELECTRIC INDUSTRIES, INC.**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

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

**EXHIBIT A, PAGE 1 OF 3  
CENTERLINE DESCRIPTION  
FOR A  
10' WIDE EXCLUSIVE WATER LINE EASEMENT  
OUT OF THE  
J. W. BULLOCK SURVEY, ABSTRACT 7  
JEFFERSON COUNTY, TEXAS  
NOVEMBER 14, 2013  
REVISED: MAY 1, 2014**

That certain centerline for a 10' wide exclusive water line easement out of the J. W. Bullock Survey, Abstract 7, Jefferson County, Texas, and being across a called 1.35 acre tract conveyed to Marine & Industrial Electric Supply Company, Inc. as recorded in Volume 1920, Page 159 of the Deed Records of Jefferson County, Texas, said centerline being more particularly described by the courses and distances as follows:

NOTE: Basis of Bearings is the southwesterly line of the said 1.35 acre tract having been called North 37°49'00" West 250.03 feet.

**COMMENCING** at a 4" fence post found in the northeasterly right-of-way line of S. MLK Jr. Parkway for the south corner of a called 1.783 acre tract conveyed to Jacas Properties, L.L.C. as recorded in Clerks File No. 9729591 of the Official Public Records of Jefferson County, Texas and the west corner of the said 1.35 acre tract;

THENCE North 51°54'34" East along the southeasterly line of the said 1.783 acre tract and the northwesterly line of the said 1.35 acre tract a distance of 233.55 feet (called North 52°06'00" East 234.00 feet to a 4" fence post found for the north corner of the said 1.35 acre tract

THENCE South 00°47'38" East a distance of 18.86 feet to a point in the southeasterly line of a 30' wide drainage easement granted to the State of Texas as recorded in Volume 460, Page 292 of the Deed Records of Jefferson County, Texas for the **POINT OF BEGINNING** of the said centerline of the 10' wide exclusive water line easement;

THENCE along the centerline of the said 10' wide exclusive water line easement with the following courses and distances:

South 38°05'26" East, at a distance of 81.08 feet pass a point for the **POINT OF BEGINNING** of **TAP A** from which the **POINT OF TERMINATION** of **TAP A** bears North 51°54'34" East 10.00 feet, and continuing a total distance of 178.72 feet to an angle point;

**Fittz & Shipman, Inc.**

Page 1 of 2  
Project No. 13099WtrEsmt  
Plat & Description

EXHIBIT A, PAGE 2 OF 3

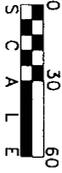
South  $51^{\circ}52'53''$  West a distance of 223.05 feet to a point in the said northeasterly right-of-way line of S. MLK Jr. Parkway and the southwesterly line of the said 1.35 acre tract for the **POINT OF TERMINATION** of the said centerline of the 10' wide exclusive water line easement from which a  $5/8''$  iron rod found for the south corner of the said 1.35 acre tract bears South  $37^{\circ}49'00''$  East 55.63 feet (called South  $37^{\circ}49'00''$  East).

This description is based on a survey made by Fittz & Shipman, Inc. during September 2012.



Walter J. Ksiazek  
Registered Professional Land Surveyor No. 5321





4776 S. MLK JR. PARKWAY  
(ASPHALT)

COMMENCING POINT  
FOUND 4" FENCE POST

N 37°49'00" W 249.46  
(CALLED N 37°49'00" W 250.03)  
(BASIS OF BEARINGS)

193.53

N 38°06'00" W 228.38  
(CALLED N 38°15'00" W 227.50)

FOUND 1/2" IRON ROD

EXHIBIT "2"

NOW OR FORMERLY  
JAGAS PROPERTIES, L.L.C.  
CLERKS FILE NO. 9729591, O.P.R.J.C.  
(CALLED 1.783 ACRES)

(CALLED N 52°06'00" E 234.00)  
N 51°54'34" E 233.55

MARINE & INDUSTRIAL ELECTRIC  
SUPPLY COMPANY  
VOL. 1920, PG. 159, D.R.J.C.  
(CALLED 1.35 ACRES)

POINT OF TERMINATION  
CENTERLINE 10' WIDE  
EXCLUSIVE WATER LINE  
EASEMENT

S 51°52'53" W 223.05

CENTERLINE  
10' WIDE EXCLUSIVE  
WATER LINE EASEMENT

81.08  
S 38°05'26" E 178.72  
97.84  
N 51°54'34" E 10.00

S 00°47'38" E 18.86

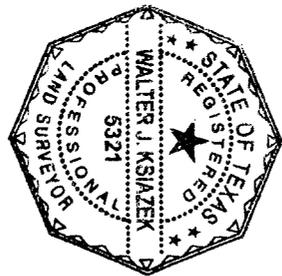
FOUND 4" FENCE POST

POINT OF BEGINNING  
CENTERLINE 10' WIDE  
EXCLUSIVE WATER LINE  
EASEMENT

STATE OF TEXAS  
30' DRAINAGE EASEMENT  
VOL. 460, PG. 292, D.R.J.C.

SURVEYOR'S CERTIFICATION:  
I DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF,  
THAT THIS IS AN ACCURATE PLAT OF A SURVEY & DESCRIPTION MADE  
ON THE GROUND UNDER MY SUPERVISION DURING SEPTEMBER 2012.

WALTER J. KSIAZEK  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5321



(CLERKS FILE NO. 2008017098)  
(CALLED S 51°55'25" W 228.47)  
S 51°56'44" W 228.76

NOW OR FORMERLY  
AIRGAS-SOUTHWEST, INC.  
CLERKS FILE NO. 2008017098, O.P.R.J.C.  
(CALLED 1.710 ACRES)

FOUND 5/8" IRON ROD

EXHIBIT A, PAGE 3 OF 3

<b>Fitz &amp; Shipman</b> Consulting Engineers and Land Surveyors 1405 CORNERSTONE COURT, BEAUMONT, TEXAS (409) 832-7238 FAX (409) 832-7303	PROJECT NAME: M&I ELECTRIC INDUSTRIAL 4775 S. MLK DRIVE BEAUMONT, TEXAS	SHEET NO. <b>1</b>
	REVISION: MAY 1, 2014 DATE: 11-14-13	PROJECT NO. 13099 SURVEY



## City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** May 20, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager or his designee to execute all documents necessary, specifically an Extension of Memorandum of Understanding agreement related to a Violent Gang and Gun Crime Reduction Program.

### **BACKGROUND**

This will be the third year that we have been an essential partner with multiple agencies regarding a Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) Grant from the US Department of Justice Office. This Extension of Memorandum of Understanding agreement would allow us to better serve the citizens of Beaumont by working together with different agencies to help lower gun violence.

### **FUNDING SOURCE**

Not Applicable.

### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, on June 11, 2012, a Memorandum of Understanding between the City of Beaumont and multiple agencies was executed regarding a Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) Grant from the U.S. Department of Justice; and,

WHEREAS, an Extension of Memorandum of Understanding is required to extend the agreement in its entirety beginning July 1, 2014 for the greater of either a two year period or, in the event the Project Safe Neighborhoods Committee is awarded a grant, for the term of the grant;

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

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

That the City Manager, or his designee, be and they are hereby authorized to execute an Extension of Memorandum of Understanding between the City of Beaumont and multiple agencies relating to a Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) Grant from the U.S. Department of Justice beginning July 1, 2014 for the greater of either a two year period or, in the event the Project Safe Neighborhoods Committee is awarded a grant, for the term of the grant. Said Extension of Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May,  
2014.

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- Mayor Becky Ames -

EXTENSION OF MEMORANDUM OF UNDERSTANDING

1. The Parties to this Memorandum of Understanding ("MOU"), which was executed on June 11, 2012 and is incorporated herein by reference, include Beaumont Police Department, Lamar University Police Department, Lamar Institute of Technology Regional Police Academy, Jefferson County District Attorney's Office, the United States Attorney's Office for the Eastern District of Texas ("the Agencies") and Lamar University Department of Criminal Justice (Lamar University).
2. The purpose of the MOU was to describe the goals and responsibilities of the Parties regarding a cooperative agreement to implement a Violent Gang and Gun Crime Reduction Program (Project Safe Neighborhoods) Grant (the "Grant") from the U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance, and under the local sponsorship of the Project Safe Neighborhoods committee ("PSN committee"), with a goal of substantially reducing the negative impact of gun related crime in Beaumont and Southeast Texas.
3. Paragraph VI of the MOU provides that the MOU was to remain in effect for a term of two years beginning July 1, 2012, with the provision that the MOU may be extended by common written consent of all Parties.
5. Though the PSN committee was not awarded a grant in FY2012 or FY2013, the PSN committee and the Parties remain fully committed to the goals of the MOU and the Grant.
6. The Parties desire to extend the MOU in its entirety beginning July 1, 2014 for the greater of either a period of two years or, in the event the Project Safe Neighborhoods committee is awarded a Grant, for the term of the Grant.

EXECUTED by duly authorized representatives of the Parties on the date(s) listed below.

SIGNED

\_\_\_\_\_  
Chief Jimmy Singletary  
Beaumont Police Department

\_\_\_\_\_  
date

\_\_\_\_\_  
Chief Jason Goodrich  
Lamar University Police Department

\_\_\_\_\_  
date

**(SIGNATURES CONTINUED ON THE NEXT PAGE)**

EXHIBIT "A"

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Dr. Paul Szuch, President  
Lamar Institute of Technology

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date

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District Attorney Cory Crenshaw  
Jefferson County District Attorney's Office

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date

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United States Attorney John M. Bales  
U.S. Attorney's Office for the Eastern District of Texas

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date

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Vice President for Finance and Operations  
Lamar University

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date

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Dr. Eric Bronson  
Director of Criminal Justice  
Lamar University

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date

## MEMORANDUM OF UNDERSTANDING

### **I. Purpose:**

The purpose of this Memorandum of Understanding (MOU) is to describe the mutual goals and responsibilities regarding a cooperative agreement between the Beaumont Police Department, Lamar University Police Department, Lamar Institute of Technology Regional Police Academy, Jefferson County District Attorney's Office, the United States Attorney's Office for the Eastern District of Texas ("the Agencies") and Lamar University Department of Criminal Justice (Lamar University), to promote mutually beneficial research, analysis and education activities.

### **II. Background:**

Gun-related crime is a significant threat to human health, community life, and public safety. The Agencies are committed to the prevention and suppression of gun-related crime and seek collaboration with a research partner to better understand local gun-related crime, better identify evidence-based prevention and suppression strategies, and better assess the effectiveness of such strategies and related research activities. Lamar University is committed to greater understanding of gun-related crime issues and to the translation of research findings to help address significant community and social problems including clique and gang-related gun-crime.

### **III. Mutual Goals:**

The Agencies and Lamar University desire to enter a cooperative partnership to facilitate mutually beneficial research, analysis, education and training to accomplish the missions of the Agencies and Lamar University. The Agencies and Lamar University differ in focus, but mutually desire to substantially reduce the negative impact of gun-related crime in Beaumont and Southeast Texas. In furtherance of these goals, the Agencies and Lamar University agree to make every reasonable effort to fulfill the responsibilities outlined below in section IV.

#### **IV. Parties' Roles and Responsibilities:**

The Agencies will:

1. Identify key research questions and issues for which Lamar University resources could potentially conduct research and provide reports to benefit the Agencies and their constituents;
2. Having identified mutually agreeable projects, the Agencies will to the extent possible:
  - a. Provide Lamar University researchers with timely access to appropriate crime data and reports;
  - b. Facilitate contacts in the Agencies' network that can support the research;
  - c. Consider Lamar University recommendations regarding the improvement of data collection and reporting;
  - d. Recognize Lamar University faculty interests' in publishing research results and work with Lamar University on specific project guidelines that guarantee the Agencies' policies on confidentiality of data while also supporting Lamar University's mission of publication of research results;
  - e. Actively participate in identifying and acquiring potential grants, funding sources, or other resources to benefit the Agencies and Lamar University partnership;
  - f. The Agencies' representatives shall adhere to the applicable legal requirements and Agencies policies and procedures throughout their participation in the Agencies and Lamar University partnership.

Lamar University will:

1. Identify key research questions and issues for which the Lamar University resources could potentially conduct research and provide reports to benefit Agencies and their constituents.
2. Designate Dr. Eric Bronson from Lamar University to serve as liaison with Agencies;

3. Provide computer hardware and software to enable Lamar University researchers to analyze data in a manner that is empirically appropriate and meets the needs of Agencies;
4. Follow the Agencies' guidelines on the confidentiality and privacy of data; maintain data in password protected computers; data access will be limited to Lamar University researchers identified on a project specific basis and will only be shared through secure, encrypted e-mail services;
5. Follow the Agencies' and Lamar University guidelines that guarantee the confidentiality of data that is identifiable to specific individuals;
6. As resources allow, analyze crime data and provide Agencies with assistance in preparing reports for Agencies use;
7. Advise Agencies on the interpretation, analysis, and policy implications of crime patterns and trends;
8. Make every effort consistent with accepted standards of scholarly and academic conduct to be sensitive to the practical and political vulnerabilities of Agencies and further the goals stated above in section III;
9. Actively participate in identifying and acquiring potential grants, funding sources and/or other resources to benefit the partnership.
10. The Lamar University representatives shall adhere to the applicable Lamar University institutional policies and procedures throughout their participation in the partnership.

#### **V. Voluntary Disassociation:**

This MOU is a nonbinding agreement that all parties have entered in good faith. Either party may disassociate from the effort without penalty or liability by so notifying the others in writing. Written notice shall be sent sixty (60) days prior to the disassociation.

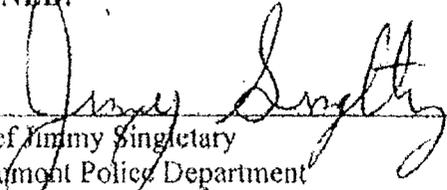
#### **VI. Term and Amendment:**

This MOU shall be in effect for a period of two years beginning July 1, 2012. All parties reserve the right to renegotiate this MOU upon the mutual consent of the other parties. At the conclusion of the two-year period, this MOU may be extended by common written consent of all parties. This MOU represents the entire understanding between all parties

with respect to this partnership. Any modification of this MOU must be in writing and signed by all parties.

**IN WITNESS WHEREOF** duly authorized representatives of the parties have agreed to the understanding of responsibilities set forth above.

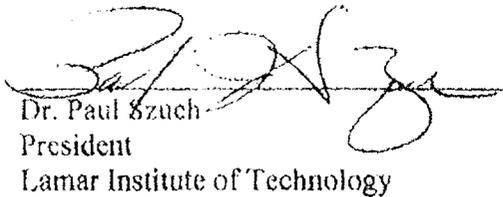
**SIGNED:**

  
Chief Jimmy Singletary  
Beaumont Police Department

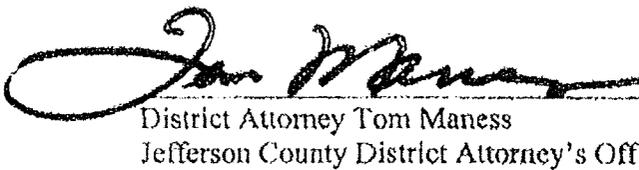
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Date

  
Chief Jason Goodrich  
Lamar University Police Department

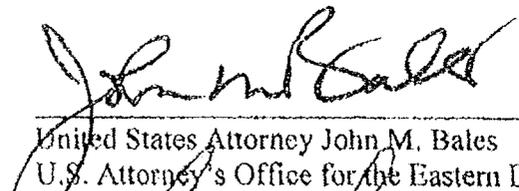
6/11/12  
Date

  
Dr. Paul Szuch  
President  
Lamar Institute of Technology

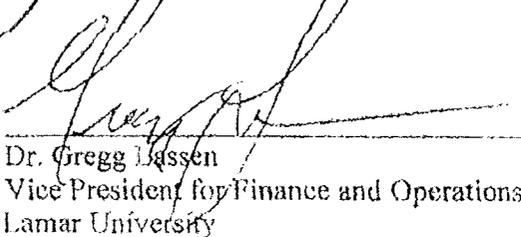
6-11-12  
Date

  
District Attorney Tom Maness  
Jefferson County District Attorney's Office

6/11/12  
Date

  
United States Attorney John M. Bales  
U.S. Attorney's Office for the Eastern District of Texas

6/11/12  
Date

  
Dr. Gregg Lassen  
Vice President for Finance and Operations  
Lamar University

6/11/12  
Date



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Dr. Eric Branson  
Director of Criminal Justice  
Lamar University

6/11/12  
Date

**Office of the Attorney General of Texas**  
**FY 2014 Project Safe Neighborhoods – Eastern District of Texas**  
**Program Narrative**

**STATEMENT OF THE PROBLEM**

The Beaumont area houses more than 11,000 prisoners in five local, state and federal detention facilities, including the second the largest Bureau of Prisons (BOP) facility in the country. The National Gang Intelligence Center’s National Gang Threat Assessment 2009 reported that prison gangs routinely “operate in local communities through members who have been released from prison...., and “...recruit street gang members who perform criminal acts on behalf of the prison gang.,<sup>1</sup> This has been true in deep Southeast Texas, where criminal street and prison gangs are thriving, particularly white supremacist neo-Nazi gangs. Despite notable federal prosecution of Aryan Brotherhood of Texas (ABT) members, the ABT and similar white supremacist cliques and gangs are active across Southeast Texas.

Jefferson County is part of the Beaumont-Port Arthur Metropolitan Statistical Area, which has a population 411,053 (F.B.I. 2012 U.C.R.). Of Jefferson County’s 252,273 citizens, approximately 90 percent live in urban and suburban areas.<sup>2</sup> Beaumont’s population is 47% African American, 39.8% white and 13.4% Hispanic (compared to the U.S. population, which is 13% African American, 78% white and 16.7% Hispanic (U.S. Census 2010).<sup>3</sup> Beaumont is approximately 60 miles south of Jasper and five miles west of Vidor---dubious waypoints in the history of white supremacist/separatist crime.

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<sup>1</sup> [www.fbi.gov/stats-services/publications/national-gang-threat-assessment-2009-pdf](http://www.fbi.gov/stats-services/publications/national-gang-threat-assessment-2009-pdf) at page 7.

<sup>2</sup> <http://quickfacts.census.gov/qfd/states/48/4807000.html>

<sup>3</sup> *Id.* and <http://quickfacts.census.gov/qfd/states/48000.html>

According to the Uniform Crime Reports, the Beaumont-Port Arthur MSA recorded 2,175 violent crimes in 2012, including 24 murders.<sup>4</sup> The Beaumont-Port Arthur MSA's violent crime rate for 2012 was 529.1 violent crimes per 100,000 population.<sup>5</sup> The Census Bureau ranks the Beaumont-Port Arthur MSA as 132<sup>nd</sup> in population (of 366 MSAs nationwide)<sup>6</sup>, but only 50 MSAs nationwide reporting higher violent crime rates in 2011.<sup>7</sup> Of the 50 MSAs between 300,000 and 500,000 population nationwide, only 10 reported higher violent crime rates than the Beaumont-Port Arthur MSA.<sup>8</sup>

Beaumont, the county seat of Jefferson County and the largest city in the MSA with a population of 120,323, experienced 1,242 violent crimes in 2012, including 13 murders.<sup>9</sup> According to the F.B.I., this is approximately twice the number of violent crimes and murders experienced in other Texas cities the size of Beaumont.<sup>10</sup>

During Fiscal Year 2012, the Texas Department of Criminal Justice ("TDCJ,") received 1,063 offenders from Jefferson County.<sup>11</sup> During that same period, however, TDCJ released 1,236 offenders back into the community.<sup>12</sup>

According to the 2011 Houston High Intensity Drug Trafficking Area Gang Threat Assessment<sup>13</sup> ("HIDTA Assessment,,"), street gangs, prison gangs, and outlaw motorcycle gangs

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<sup>4</sup> <http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2012/crime-in-the-u.s.-2012/tables/6tabledatadecpdf/table-6>

<sup>5</sup> *Id.*

<sup>6</sup> <http://www.census.gov/compendia/statab/2012/tables/12s0020.pdf>

<sup>7</sup> <http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2011/crime-in-the-u.s.-2011/tables/6tabledatadecpdf/table-6>

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> <http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2011/crime-in-the-u.s.-2011/tables/table8statecuts/table-8-texas>

<sup>11</sup> Texas Department of Criminal Justice Statistical Report, Fiscal Year 2012.

<sup>12</sup> *Id.*

are the main types of gangs present within the Houston HIDTA region.<sup>14</sup> The HIDTA Assessment puts Beaumont and Port Arthur on par with much larger cities—notably Houston and Corpus Christi—for gang presence in the Houston HIDTA region.

According to the HIDTA Assessment, street level gangs are the most prevalent gang threat in Jefferson County, making Jefferson County the third most predominant region for gang activity within the Houston HIDTA. The HIDTA Assessment reports that Jefferson County also has one of the highest concentrations of prison gang members and the third highest number of gang member releases from the Texas prison system. The HIDTA Assessment further reports moderate to high levels of gang activity in schools in Beaumont and Port Arthur. This stands in stark contrast to the findings of the 2008 National Youth Gang Survey (NYGS), which reported that “[s]maller cities... reported declines [from 2007 to 2008] for each gang-problem measure. These results are consistent with a fluctuating, less persistent gang problem outside larger cities that has been firmly documented and discussed in previous NYGS results.,”<sup>15</sup>

Since October 2009, the United States Attorney’s Office (USAO) has piloted Operation Time Machine, a focused enforcement initiative aimed at curbing gun violence in Port Arthur.<sup>16</sup>

Utilizing PSN funding, Time Machine created a PSN SAUSA position filled by a Jefferson County prosecutor cross-designated to prosecute Port Arthur gun crime in state and federal court. Teamed with the PSN Coordinator, the PSN SAUSA has worked closely with the Port Arthur

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<sup>13</sup> <http://info.publicintelligence.net/HoustonHIDTA-2011.pdf>. The HIDTA Assessment, produced by the Houston Intelligence Support Center (HISC), is to identify the potential impact of drug trafficking trends within the Houston HIDTA and to deliver accurate and timely strategic intelligence to assist law enforcement agencies in the development of drug enforcement strategies.

<sup>14</sup> The Houston HIDTA region includes 17 counties and includes all but six counties along the Texas coastline. The region encompasses over 14,900 miles and a population in excess of six million people.

<sup>15</sup> <https://www.ncjrs.gov/pdffiles1/ojjdp/229249.pdf>.

<sup>16</sup> <http://panews.com/local/x546303618/Time-Machine-targets-PA-criminals/print>

Police Department (PAPD), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI) and the United States Immigration and Customs Enforcement (ICE). Time Machine resulted in federal indictments against 57 Port Arthur defendants, mostly for firearms violations. Ninety-five percent of these defendants were detained pending trial and, to date, 52 defendants have been sentenced to a total of 3,694 months imprisonment, for an average sentence of 71 months and a 100% conviction rate.<sup>17</sup>

The focused federal enforcement has notably curbed gun-related violent crime in Port Arthur.<sup>18</sup> In spite of its success, Time Machine was limited by three key deficiencies that will be addressed under this proposal. Specifically, the PAPD was unable to provide useable computerized crime data, the law enforcement task force did not enlist the support of an academic research partner, and the program did not directly address prevention and reentry issues. As an enforcement initiative, without local crime data, the Time Machine task force did not develop the type of research-driven, intelligence-led, problem-solving policing envisioned by this proposal. Without prevention and reentry programming, Time Machine did not fully address the Attorney General's three-legged violence crime strategy. The USAO recognizes that enforcement without effective prevention and reentry strategies will not effectively address the gang and gun-related violent crime problem in Southeast Texas.

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<sup>17</sup> Time Machine's successes have been widely reported by local media. A sample of that reporting can be found at: <http://www.beaumontenterprise.com/news/crime/article/PA-unveils-billboards-against-illegal-firearms-730076.php>; <http://www.cbs19.tv/Global/story.asp?S=14026707>; <http://www.12newsnow.com/story/14026707/operation-timemachine-gets-credit-for-drop-in-port-arthur-crime>; <http://panews.com/local/x546303680/-System-needed-to-be-fixed/print>.

<sup>18</sup> <http://www.theexaminer.com/stories/news/operation-time-machine-putting-dent-port-arthur-violent-crime>

The PSN Committee and its partners are united in their commitment to a broad-based, multidisciplinary approach to include research-driven, intelligence-led, problem-solving policing and effective state and federal prosecution, together with prevention and reentry strategies by a community partner with a proven track record of effective counseling, mentoring and other supportive services within the PSN context.

### **PROGRAM DESIGN AND IMPLEMENTATION**

The design of Time Machine 2.0 builds on the enforcement success of Operation Time Machine by keeping the program in the Port Arthur area. Beaumont is centrally located in Southeast Texas, just to the north of Port Arthur. By shifting the program only slightly to Beaumont, Time Machine 2.0 will avail itself of several strategic advantages. First, the program will deliver critical focused enforcement to Beaumont while effectively maintaining a presence in Port Arthur. Second, with capable partners LU, Lamar Institute of Technology (LIT), LUPD, BPD, JCDAO, USAO, and IEA all located in Beaumont, Time Machine 2.0 is well-positioned to succeed both locally and as a platform to export Time Machine 2.0 to other communities in Southeast Texas and across the EDTX. This is an important design feature, as the PSN Committee intends Time Machine 2.0 as a pilot for the greater EDTX. This proposal utilizes the five PSN design features as a framework for the project design and implementation strategy.

**Partnerships:** Partners Lamar University, BPD, LUPD, Lamar Institute of Technology (LIT) Regional Police Academy, IEA, the Jefferson County District Attorney's Office, and the United States Attorney's Office (USAO) have executed a Memorandum of Understanding (MOU),

which formalizes well-established informal working relationships and will become operational immediately upon funding of this project. Further, Time Machine 2.0 the partnerships extend beyond these entities to include long-standing formal and informal working relationships with probation departments, workforce training providers and other community resources.

**Strategic Planning and Research Integration:** The research component of Time Machine 2.0 will build on previous PSN research-driven programs. In that vein, research partner LU will begin by analyzing current data made available by BPD, LUPD, JCDAO and the USAO in Beaumont. These data will establish a baseline on gun use and violence in and around Beaumont. Neither BPD nor LUPD currently tracks gang membership and gang-related crime on a systematic basis. During year one of the project, BPD and LUPD will begin systematic data collection on gang membership and gang-related crime. Additionally, data provided by the USAO and JCDAO will allow for analysis of prosecution impact on gang and gun-related violent crime. Data will be analyzed in two manners: Spatial-mapping analyses and time-series analyses. The data provided by the BPD and LUPD will be employed to conduct spatial analysis to identify “hot spots,” for illegal gun possession and gun-related crimes. The BPD and LUPD will utilize the data to develop and implement directed police patrols, neighborhood development and prevention programs. Previous research reports that directed police patrol programs have been found to deter illegal gun possession and gun-related crimes. The directed police patrols will initially be based upon analysis of data from 2012-2013.

Time Machine 2.0 will also work to implement new promising practices and evidence-based programs that are identified as the research informs and directs new policing efforts.

**Training:** The Time Machine 2.0 task force will deliver multi-level training to promote research-driven, intelligence-led problem-solving policing in the EDTX and elsewhere. This work has already begun. On July 10-11, 2012, EDTX hosted regional research partner training by Michigan State University (MSU) for Time Machine 2.0 partners LU, BPD, LUPD, LIT, JCDAO, the USAO, and others. Through MSU, the EDTX is facilitating this cutting-edge pilot training for PSN programs across Arkansas, Louisiana, Oklahoma and Texas. The delivery of this training is consistent with the EDTX commitment to provide innovative training to all its partners. The EDTX already utilizes a law enforcement coordinator (LEC) to provide annual training outreach to local and state law enforcement in district's 43 counties. Time Machine 2.0 will leverage the EDTX LEC program to provide district-wide training in intelligence-led problem solving policing. As part of this program, at academy level, LIT will integrate research-driven, intelligence-led, problem-solving training modules into the LIT Regional Police Academy pre- and in-service training curricula. In addition, LIT and LUPD will establish an internship program for police academy cadets to gain street experience by participating working on shifts with LUPD during which the training modules will be exercised. LIT already offers an associate's degree and certificate program in criminal justice focusing on threat groups. The program's catalog summary explains "[t]he goal of the program is to educate individuals about the world of narcotics trafficking and gang activities, dealing with prison, street and international gangs, drug cartels and organized crime.,,

**Outreach (and Prevention):** Operation Time Machine 2.0's outreach will be multi-faceted, including the pulling levers strategy and its threat of targeted intensified scrutiny. This effort will convey a deterrent message in very clear terms to those involved in gang and gun-related

violence, while offering access to community resources, including education, intervention, prevention, reentry and employment alternatives. In addition, the USAO will coordinate with law enforcement agencies to develop public education campaigns that send a united message that “gun crime means prison time.,,

The project will implement strategic pulling levers interventions with three populations. The first will be gangs identified as active by BPD and LUPD, focusing first on the most active groups and most serious offenses. Targeted intensive scrutiny will be highlighted to act as a deterrent to other active gangs. The second population will include juvenile offenders and at-risk youth who participate in the IEA program. These groups include gang-involved youth and youth who without intervention are at increased risk for gang involvement and further criminal activity.

IEA will continue with its current referral process, in which juvenile probation officials refer youth offenders and those who present delinquency risk factors. The program will be expanded to accept referrals of at-risk youth identified by schools, youth-serving agencies, municipal courts and parents.

The IEA program focuses on utilizing strength-based approaches, cross-system collaboration, and community assets to empower youth toward paths that lead to healthy, productive futures. The organization’s intervention strategies include mentoring and educational services for at-risk youth, with individual and group counseling, literacy instruction, art therapy, occupational/vocational training, parent counseling, and coordination between IEA, the courts, attorneys, probation officers, parents and schools. Based in part on the analysis conducted by the research partner, IEA will incorporate modules that focus specifically on unhealthy, high-risk

behaviors (including anti-gun themes that deter youth-based gun-related crimes).

The third population targeted for prevention will be individuals who are re-entering society after incarceration, confinement at therapeutic placement settings and institutional or residential treatment facilities. In collaboration with probation officials, IEA will offer gang and gun-related offenders access to programs developed to discourage a return to gang membership and gun crime. IEA's existing program partners (including Lamar University, Workforce Solutions Southeast Texas, Catholic Charities of Southeast Texas, L.L. Melton Family Life Center, Beaumont Independent School District, Julie Rogers Gift of Life Program and a number of local businesses) will assist in providing youth with opportunities to develop skills and that contribute to more constructive lifestyles and enhanced capacity to make healthier life choices. The programs will continue throughout the project.

**Accountability and Data-driven Efforts:** The research partner will analyze the incidence of illegal gun possession and gun-related crimes on an ongoing basis over the course of the project to measure the success of the directed police patrol program. The PSN Task Force will hold bimonthly meetings throughout the project to receive updates from the research partner. These meetings will keep all PSN Task Force members abreast of the project's progress, as well as assist the BPD and LUPD in updating the agencies' directed police patrols to ensure they maintain a focus on areas with the highest incidence of gang and gun-related violent crime.

In addition to the research-driven directed patrols, the PSN Task Force will initiate a prosecution component led by the PSN SAUSA intended to deter illegal gun possession and gun related crimes. Research indicates that an increase in the threat of punitive measures by prosecutors lowers illegal gun possession and gun-related crimes, specifically murder. Data on

prosecutions provided by JCDAO and the USAO in Beaumont, as well as arrests by the police departments, will allow for time series analyses to be conducted. These data will be analyzed to investigate the deterrent effect of Time Machine 2.0 prosecutions. Data will be analyzed every three months. As indicated above, BPD and LUPD will begin to systematically track gang membership and activity at the start of the project. These data will allow for exploratory analyses and tracking of gang membership and related illegal gun possession and gun-related crime. These data will be tracked and analyzed throughout the entire project and reported regularly to the PSN partners.

### **CAPABILITIES AND COMPETENCIES**

Many of the partners are agencies of state and local government with significant capabilities, competencies and primary statutory responsibility to plan and execute complex programs within their respective areas of responsibility and expertise, as well as experienced non-profit organizations. The BPD is generally regarded as the premier municipal law enforcement agency in the region. The agency leads or participates in a number of regional interagency task forces targeting narcotics, auto theft, special response, airborne law enforcement, Joint Terrorism Task Force (JTTF) and others. As indicated above, though the population of Beaumont is approximately 120,000, its crime levels are comparable to cities twice its size. Given this high tempo operational context, the department demonstrates capabilities and competencies well beyond what might be expected from a department its size. BPD is considered a leveraged resource in that, while no program funding is directed to BPD, BPD leadership has committed to full participation by utilizing the data to develop and implement directed police patrols and prevention programs.

Lamar University is one of the fastest-growing universities in Texas. Nationally recognized for the quality of its core curriculum and diversity of its student body, Lamar prides itself on its small class sizes and low student-to-faculty ratio. A member of the Texas State University System, Lamar offers more than 100 programs leading to bachelors, masters and doctoral degrees. Eric Bronson, PhD, the project's lead researcher, is an Associate Professor and Director of Lamar's Criminal Justice program. Dr. Bronson received his Ph.D. in Sociology (with a major area in corrections; criminology/deviance and social control, and a minor area in quantitative methods) from Western Kentucky University. Prior to his tenure at Lamar, Dr. Bronson was an associate professor of sociology and criminal justice at Quinnipiac University.

The Lamar University Police Department is responsible for law enforcement on and around the Lamar University campus, which is surrounded by one of the most economically-depressed and highest call volume areas for police service in Beaumont. The LUPD interfaces with BPD seamlessly, conducting joint briefings and coordinated operations in and around the university campus. The LUPD's proximity to and relationship with the LIT Regional Police Academy makes it a logical internship partner. The LIT Regional Police Academy is accredited by the Texas Commission on Law Enforcement Officer Standards and Education as a regional police academy. The academy is the primary provider of pre- and in-service training for law enforcement and corrections officers in Southeast Texas and is well-known for its high standards of excellence in training.

IEA's competencies are demonstrated by its performance under the Fiscal Year 2011 PSN Grant (Grant No. 2011-GP-BX-0051). Further, IEA has been recognized nationally in "Project Safe Neighborhoods: Sustaining Community Outreach with Limited Funding (Shappert and

Tutill), *United States Attorney's Bulletin*, Vol. 60, No. 3 (May 2012). IEA has a proven track record of providing effective counseling, mentoring and other supportive services within the PSN context. The PSN Committee represents all aspects of the community, including local government leaders, local police chiefs, probation directors, non-profit organizations and community leaders.

### **COLLECTING DATA FOR PERFORMANCE MEASURES**

Applicant understands that if this proposal is selected for funding, the partners will be required to collect the data necessary for this solicitation's performance measures. Applicant notes that data on the number of homicides with firearms, as well as the combined number of homicides, aggravated assaults, and robberies committed with firearms, are already collected and readily retrievable from BPD's existing IT system. The extent of gang involvement in these crimes is known anecdotally, though data on gang involvement has not been compiled. As indicated above, both BPD and LUPD will be tasked with tracking gang membership and activity, as well as gang-related homicides, aggravated assaults and robberies. The number of non gang-related homicides, aggravated assaults and robberies will be extrapolated by subtracting the number of gang-related offenses from the total number of offenses. Project partner IEA will compile data on number of youth participating in the program, including the number who complete the program and the number who exit the program without completing the program.

### **CONTINUED FUNDING**

This project will serve as a pilot. If it is as effective as anticipated, the resulting reductions in gun and gang crime will make a compelling case for continued funding.

## City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Patrick Donart, Public Works Director

**MEETING DATE:** May 20, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to execute an Advance Funding Agreement Amendment #2 with the Texas Department of Transportation for the Hike & Bike Trail Phase II – Dowlen Road to Major Drive.

### **BACKGROUND**

The City of Beaumont executed an agreement with the Texas Department of Transportation (TxDOT) for a Transportation Enhancement project to build a bike-pedestrian facility between Delaware and Folsom in September 2011. In November 2012, Amendment #1 was executed to relocate the route to between Dowlen Road and Major Drive from Delaware and Folsom. The proposed Amendment #2 will address changes to the existing alignment reducing the overall length from 2.1 miles to 1.6 miles.

### **FUNDING SOURCE**

Not Applicable.

### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, on July 26, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-206 authorizing the City Manager to execute a Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the Delaware Folsom Multi-Use Connector Project; and,

WHEREAS, in early 2012, it was deemed that the original route would not work for all parties involved; and,

WHEREAS, on October 30, 2012, the City Council of the City of Beaumont, Texas, passed Resolution No. 12-252 authorizing Amendment No. 1 to the Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to allow TxDOT to continue their review process of the project and to prepare to bid the project in 2013; and,

WHEREAS, Amendment No. 2 is required to address changes to the existing alignment reducing the overall length from 2.1 miles to 1.6 miles. Amendment No. 2 to the Advance Funding Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

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

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

THAT the City Manager be and he is hereby authorized to execute Amendment No. 2 to the Advance Funding Agreement for the purpose of allowing the Texas Department of Transportation (TxDOT) to address changes to the existing alignment reducing the

overall length from 2.1 miles to 1.6 miles.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May,  
2014.

---

- Mayor Becky Ames -

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #2**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Beaumont, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on the 15<sup>th</sup> of September 2011 to effectuate their agreement to extend a multi-use trail creating a scenic pedestrian and bicycle connection between Folsom and Delaware in northwest Beaumont; and,

**WHEREAS**, the State and the Local Government executed Amendment No. 1 on the 5th of December 2012 to amend the project location map, consisting of extending a multi-use trail creating a scenic pedestrian and bicycle connection between Folsom Drive (near Major Drive) and Dowlen Road in northwest Beaumont; and

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

Attachment B-1, Project Location Map, is deleted in its entirety and replaced with Attachment B-2 Project Location Map, which is attached to this Amendment No. 2. The scope and limits of the project have not changed, only a slight change in the alignment of the path as shown in Attachment B-2.

Articles 2.C.7, 5.D, 5.F, 5.H, 10.A, 18, 20.D, 21, 22.B and 22.C of the original agreement are deleted in their entirety and replaced with the following:

**2. Termination of this LPAFA**

C. 7. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

**5. Right of Way and Real Property Acquisition**

D. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and before federal spending authority is approved.

F. The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market value.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property, as well as incidental expenses incurred in acquiring property to implement a TE project, will be the responsibility of the Local Government and current property owner at no cost to the State.

**10. Project Maintenance**

A. Upon completion of the Project the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction detailing any required recapture must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds

provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

#### **18. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this LPAFA, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this LPAFA shall require any party to a contract, subcontract, or purchase order awarded under this LPAFA to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### **20. Disadvantaged Business Enterprise Program Requirements**

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

#### **21. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

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

## **22. Single Audit Report**

- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

All other provisions of the original contract are unchanged and remain in full force and effect.

## **2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0920-38-239  
District # 20 - Beaumont  
Code Chart 64 # 03200  
Project: Delaware Folsom Multi-Use  
Connector  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Interim Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ # 0920-38-239  
District # 20 - Beaumont  
Code Chart 64 # 03200  
Project: Delaware Folsom Multi-Use  
Connector  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

Attachment B-2  
Project Location Map





## City Council Agenda Item

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Patrick Donart, Public Works Director

**MEETING DATE:** May 20, 2014

**REQUESTED ACTION:** Council consider a resolution authorizing an Interlocal Agreement with Jefferson County Drainage District No. 6 for the Hike and Bike Trail Phase II from Dowlen Road to Major Drive.

### **BACKGROUND**

Due to changes in the original plan, it is necessary for the City of Beaumont to execute a new Interlocal Agreement and accept a new Hike and Bike Trail Parking and Access Easement across land owned by Jefferson County Drainage District No. 6. Additionally, the City Council is requested to authorize the execution of an Encroachment Agreement across an easement owned by JCDD6 to facilitate the project.

The Interlocal Agreement will replace the previous agreement approved by City Council on April 16, 2013. JCDD6 will convey a 2.984 acre easement and a 0.4198 acre easement for the purpose of constructing and maintaining the 1.6 mile trail, access area and parking lot.

The Hike and Bike Parking and Access Easement is identified and described as being a 2.984 acre tract situated in the H. Williams Survey, Abstract No. 56 and the W. B. Dyches Survey, Abstract No. 17; and a 0.4198 acre tract situated in the H. Williams Survey, Abstract No. 56. The Encroachment Agreement is identified and described as being a 0.336 acre tract situated in H. Williams Survey, Abstract No. 56.

### **FUNDING SOURCE**

None.

### **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.14-116

WHEREAS, due to changes in the original plans for the Hike and Bike Trail Phase II Project, it is necessary for the City of Beaumont to execute a new Interlocal Agreement with Jefferson County Drainage District No. 6; accept a new Hike and Bike Trail Parking and Access Easement across land owned by Jefferson County Drainage District No. 6; and, execute an Encroachment Agreement across an easement owned by Jefferson County Drainage District No. 6; and,

WHEREAS, Jefferson County Drainage District No. 6 has agreed to convey one twenty foot (20') wide hike and bike trail easement, said easement being a 2.984 acre tract of land out of the H. Williams Survey, Abstract No. 56, as described in Exhibit "1" and shown on Exhibit "2," attached hereto; and, a parking and access easement, said easement being a 0.4198 acre tract of land out of the H. Williams Survey, Abstract No. 56, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont for the purpose of accessing and constructing a hike and bike trail and parking area from Dowlen Road to Major Drive; and,

WHEREAS, the City Council has considered the purpose of said conveyances and is of the opinion that the acceptance of said conveyances is necessary and desirable and that same should be accepted; and,

WHEREAS, Jefferson County Drainage District No. 6 approved a Notice of Encroachment with the City of Beaumont to install and maintain a hike and bike trail within the District's right-of-way; and,

WHEREAS, the City of Beaumont wishes to enter into a Notice of Encroachment with Jefferson County Drainage District No. 6 to allow the City to install and maintain a hike

and bike trail within the District's right-of-way, being a 0.336 acre tract situated in H. Williams Survey, Abstract 56, as described in Exhibit "3," attached hereto; and,

WHEREAS, the route and parking lot area of the Hike & Bike Trail Phase II Project is being significantly changed from the route and parking area noted in the original Interlocal Agreement dated November 12, 2012, and parts of the trail are on Jefferson County Drainage District No. 6's easement requiring a new Interlocal Agreement to be executed; and,

WHEREAS, the City of Beaumont wishes to enter into a new Interlocal Agreement with Jefferson County Drainage District No. 6 for the Hike & Bike Trail Phase II Project, as described in Exhibit "4," attached hereto;

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 easements conveyed by Jefferson County Drainage District No. 6, and described in Exhibits "1" and "2" be and the same are hereby, in all things, accepted for the stated purposes; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a Hike and Bike Trail Parking and Access Easement with Jefferson County Drainage District No. 6; and,

BE IT ALSO RESOLVED THAT the Notice of Encroachment with Jefferson County Drainage District No. 6, be and the same is hereby, in all things, accepted for the stated purposes; and,

BE IT ALSO RESOLVED THAT the City Manager be and he is hereby authorized to enter into a Notice of Encroachment with Jefferson County Drainage District No. 6 for the purposes described herein. Said Notice of Encroachment is substantially in the form attached hereto as Exhibit "3" and made a part hereof for all purposes; and,

BE IT ALSO RESOLVED THAT the Interlocal Agreement with Jefferson County Drainage District No. 6 be and the same is hereby, in all things, accepted for the stated purposes; and,

BE IT ALSO RESOLVED THAT the City Manager be and he is hereby authorized to enter into an Interlocal Agreement with Jefferson County Drainage District No. 6 for the purposes described herein. Said Interlocal Agreement is substantially in the form attached hereto as Exhibit "4" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of May, 2013.

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- Mayor Becky Ames -

# INTERLOCAL AGREEMENT

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

HIKE AND BIKE TRAIL PHASE II  
(Dowlen to Major Drive)

STATE OF TEXAS     §  
                                  §  
COUNTY OF JEFFERSON   §

This Hike and Bike Trail-Phase II Interlocal Agreement is made by and between the **CITY OF BEAUMONT**, a home rule City of the State of Texas (hereinafter called "**City**") and **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**, a special district of the State of Texas (hereinafter called "**District**") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**WHEREAS**, the route and parking lot area of the Hike and Bike Trail-Phase II is being significantly changed from the route and parking area noted in the original Interlocal Agreement dated November 12, 2012, and parts of the trail are on Jefferson County Drainage District No. 6's easement.

**WHEREAS**, for the reasons stated above, original Interlocal Agreement adopted by the City and the District on November 2, 2012, is hereby considered to be null and void.

**ACCORDINGLY**, the easements (Jefferson County, Texas. Real Property Records File 2013014151 and File 2013014152) originally granted for the trail in the original Interlocal Agreement dated November 2, 2012, will be abandoned.

**THEREFORE**, this Interlocal Agreement will replace any previous agreements set out in the Interlocal Agreement of November 2, 2012, which is deemed null and void.

**WHEREAS**, the City desires to install a 1.7 mile hike and bike trail with 1.2 miles of this 1.7 mile trail being on District property known as Detention Basin "A" and 0.2 miles being on easement owned by the District for Ditch No. 123. Phase II of said hike and bike trail will enter the District's easement at the southeast corner of Major Drive and Folsom Road, and will enter the District's property near the northwest corner of Detention Basin "A" at Metropolitan Drive, Beaumont, Texas.

**WHEREAS**, in conjunction with the construction of this 1.7 mile hike and bike trail (Phase II), a parking lot will also be constructed on the District's property south of Folsom Drive, at the northwest corner of the District's Detention Basin "A."

**THEREFORE**, the City and the District agree as follows:

**W I T N E S S E T H**

The City and the District have agreed to the responsibilities of this project on the following basis:

1. The City will be responsible for all costs of engineering, design, coordination (to include bidding, letting of materials and construction contracts), construction, and project management for this project.
2. The City will be responsible for the maintenance of the hike and bike trail, the parking lot and vegetation control within five (5) feet of each side of the trail and parking lot.
3. The District will be shown as an additional name insured on the contractor's insurance policy during construction of the trail, with full indemnification provided to the District by the contractor.
4. The cost of relocation of city owned utility lines and structures, if any, will be borne by the City.

5. Since the easements originally granted for the trail need to be substantially modified, the two easements granted in the Jefferson County, Texas, Real Property Records File 201301452 and File 2013014151 will be abandoned and replaced with an easement and an encroachment agreement.
  
6. The District will be responsible for conveying a 2.984-acre easement for the trail and a 0.4198-acre easement for access and a parking lot to the City for the purpose of constructing and maintaining the 1.7 mile trail, access area and parking lot, all of which are included in Phase II of the Hike and Bike Trail, (*See Exhibit A*” attached hereto for reference).
  
7. The District will grant a license to encroach on the 0.336-acre tract shown on the attached **Exhibit “B.”**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF BEAUMONT**

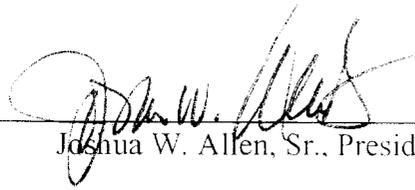
By: \_\_\_\_\_  
 City Clerk

By: \_\_\_\_\_  
 City Manager  
 Printed Name: \_\_\_\_\_

**ATTEST:**

**JEFFERSON COUNTY  
 DRAINAGE DISTRICT NO. 6**

By:   
 Charles "Chuck" Guillory, Secretary

By:   
 Joshua W. Allen, Sr., President

DCpaDD6

**2.984 ACRES OF LAND  
FOR PUBLIC USED HIKE & BIKE TRAIL  
OUT OF THE  
H. WILLIAMS SURVEY, ABSTRACT NO. 56  
AND THE  
W. B. DYCHES SURVEY, ABSTRACT NO. 17  
CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

**BEING** 2.984 acres of land for public used Hike & Bike Trail out of and a part of the H. Williams Survey, Abstract No. 56 and the W. B. Dyches Survey, Abstract No. 17, City of Beaumont, Jefferson County, Texas; being within a (Called 300.0) acre tract of land known as Tract 1 conveyed to Jefferson County Drainage District No. 6, recorded in Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; also being in a correction to two tracts of land, a (Called 4.438) acre tract and a (Called 0.2752) acre tract conveyed to the City of Beaumont, recorded in File No. 2013014152, Official Public Records, Jefferson County, Texas and a (Called 0.565) acre tract of land conveyed to Jefferson County Drainage District No. 6, recorded in File No. 9807948, Official Public Records, Jefferson County, Texas; the centerline of said 2.984 acre tract being more fully described by bearings and distances as follows, to wit:

**COMMENCING** at 5/8" steel rod found on the intersection of the South right of way line of a dedicated road named Folsom Drive and the East right of way line of a dedicated road named Major Drive; said 5/8" steel rod being the Northwest corner of a (Called 2.99) acre tract of land recorded as Tract 2-B in said Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13984188.36 E: 3488936.03;

**THENCE**, North 87 deg., 01 min., 19 sec., East, on the South right of way line of said Folsom Drive, same being the North line of the (Called 2.99) acre tract, a distance of 1193.08' to a point for the Northeast corner of the (Called 2.99) acre tract on the West line of the (Called 300.0) acre tract; having a State Plane Coordinate of N: 13984250.35, E: 3490127.50;

**THENCE**, South 03 deg., 02 min., 52 sec., East, on the common line of the (Called 2.99 and 300.0) acre tracts, a distance of 107.35' to **POINT OF BEGINNING**; having a State Plane Coordinate of N: 13984143.15, E: 3490133.21;

**THENCE**, on the arc of a curve to the left having a radius of 200.00', a chord bearing of South 71 deg., 03 min., 01 sec., East, a chord distance of 3.92' to a point;

**THENCE**, South 71 deg., 36 min., 45 sec., East, a distance of 60.50' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 200.00', an arc length of 24.32', a chord bearing of South 75 deg., 05 min., 44 sec., East, a chord distance of 24.30' to a point;

**THENCE**, South 78 deg., 34 min., 44 sec., East, a distance of 435.75' to a point;

**EXHIBIT "A"**

**THENCE**, on the arc of a curve to the right having a radius of 350.00', an arc length of 118.51', a chord bearing of South 68 deg., 52 min., 42 sec., East, a chord distance of 117.95' to a point;

**THENCE**, South 59 deg., 10 min., 40 sec., East, a distance of 216.38' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 96.86', a chord bearing of North 89 deg., 59 min., 30 sec., East, a chord distance of 92.25' to a point;

**THENCE**, North 59 deg., 09 min., 39 sec., East, a distance of 121.49' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 16.93', a chord bearing of North 68 deg., 51 min., 42 sec., East, a chord distance of 16.85' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 18.59', a chord bearing of North 67 deg., 54 min., 40 sec., East, a chord distance of 18.48' to a point;

**THENCE**, North 57 deg., 15 min., 35 sec., East, a distance of 17.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.44', a chord bearing of North 48 deg., 59 min., 11 sec., East, a chord distance of 14.39' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 14.78', a chord bearing of North 49 deg., 10 min., 56 sec., East, a chord distance of 14.73' to a point;

**THENCE**, North 57 deg., 39 min., 04 sec., East, a distance of 46.91' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 51.39', a chord bearing of North 74 deg., 00 min., 36 sec., East, a chord distance of 50.70' to a point;

**THENCE**, South 89 deg., 37 min., 53 sec., East, a distance of 519.28' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 70.00', an arc length of 95.69', a chord bearing of South 50 deg., 28 min., 09 sec., East, a chord distance of 88.41' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 126.00', an arc length of 180.83', a chord bearing of South 52 deg., 25 min., 19 sec., East, a chord distance of 165.71' to a point;

**THENCE**, North 86 deg., 27 min., 47 sec., East, a distance of 902.74' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 125.00', an arc length of 189.13', a chord bearing of North 43 deg., 07 min., 04 sec., East, a chord distance of 171.60' to a point;

## **EXHIBIT "A"**

**THENCE**, North 00 deg., 13 min., 38 sec., West, a distance of 133.35' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 385.00', an arc length of 293.13', a chord bearing of South 43 deg., 30 min., 40 sec., East, a chord distance of 286.10' to a point;

**THENCE**, South 65 deg., 19 min., 22 sec., East, a distance of 290.62' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 45.64', a chord bearing of North 62 deg., 22 min., 40 sec., East, a chord distance of 39.56' to a point;

**THENCE**, North 10 deg., 04 min., 41 sec., East, a distance of 203.42' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 132.00', an arc length of 175.52', a chord bearing of North 48 deg., 10 min., 14 sec., East, a chord distance of 162.87' to a point;

**THENCE**, North 86 deg., 15 min., 47 sec., East, a distance of 198.33' to a point;

**THENCE**, North 87 deg., 54 min., 39 sec., East, a distance of 139.68' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 12.56', a chord bearing of South 84 deg., 53 min., 36 sec., East, a chord distance of 12.53' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 13.37', a chord bearing of South 85 deg., 21 min., 39 sec., East, a chord distance of 13.33' to a point;

**THENCE**, North 86 deg., 58 min., 33 sec., East, a distance of 21.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 11.94', a chord bearing of North 80 deg., 08 min., 06 sec., East, a chord distance of 11.91' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 11.89', a chord bearing of North 80 deg., 06 min., 17 sec., East, a chord distance of 11.86' to a point;

**THENCE**, North 86 deg., 54 min., 54 sec., East, a distance of 373.09' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 43.00', an arc length of 67.34', a chord bearing of North 42 deg., 03 min., 08 sec., East, a chord distance of 60.67' to a point;

**THENCE**, North 02 deg., 48 min., 38 sec., West, a distance of 386.05' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 30.00', an arc length of 46.50', a chord bearing of North 47 deg., 13 min., 01 sec., West, a chord distance of 41.98' to a point;

## **EXHIBIT "A"**

**THENCE**, South 88 deg., 22 min., 36 sec., West, a distance of 28.16' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 23.91', a chord bearing of North 77 deg., 55 min., 32 sec., West, a chord distance of 23.68' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 12.73', a chord bearing of North 78 deg., 49 min., 04 sec., West, a chord distance of 12.60' to a point;

**THENCE**, South 86 deg., 35 min., 31 West, a distance of 14.68' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 12.11', a chord bearing of South 72 deg., 42 min., 55 sec., West, a chord distance of 11.99' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 23.93', a chord bearing of South 72 deg., 32 min., 49 sec., West, a chord distance of 23.70' to a point;

**THENCE**, South 86 deg., 15 min., 20 sec., West, a distance of 128.15' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 144.19', a chord bearing of North 47 deg., 50 min., 55 sec., West, a chord distance of 129.25' to a point;

**THENCE**, North 01 deg., 57 min., 11 sec., West, a distance of 407.59' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 150.00', an arc length of 63.80', a chord bearing of North 10 deg., 13 min., 53 sec., East, a chord distance of 63.32' to a point;

**THENCE**, North 22 deg., 24 min., 57 sec., East, a distance of 99.35' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 101.08', a chord bearing of North 54 deg., 35 min., 22 sec., East, a chord distance of 95.85' to a point;

**THENCE**, North 86 deg., 45 min., 47 sec., East, a distance of 42.61' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 14.80', a chord bearing of South 84 deg., 45 min., 27 sec., East, a chord distance of 14.75' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.80', a chord bearing of South 84 deg., 45 min., 27 sec., East, a chord distance of 14.75' to a point;

**THENCE**, North 86 deg., 45 min., 47 sec., East, a distance of 14.89' to a point;

## **EXHIBIT "A"**

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.69', a chord bearing of North 78 deg., 20 min., 55 sec., East, a chord distance of 14.63' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 15.74', a chord bearing of North 78 deg., 57 min., 02 sec., East, a chord distance of 15.67' to a point;

**THENCE**, North 87 deg., 58 min., 03 sec., East, a distance of 124.44' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 26.00', an arc length of 62.97', a chord bearing of South 22 deg., 38 min., 50 sec., East, a chord distance of 48.67' to a point;

**THENCE**, South 46 deg., 44 min., 16 sec., West, a distance of 282.44' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 100.00', an arc length of 111.64', a chord bearing of South 14 deg., 45 min., 15 sec., West, a chord distance of 105.95' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc of length of 5.33', a chord bearing of South 14 deg., 10 min., 25 sec., East, a chord distance of 5.33' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 35.00', an arc length of 58.21', a chord bearing of South 58 deg., 45 min., 45 sec., East, a chord distance of 51.73' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 11.71', a chord bearing of North 80 deg., 18 min., 08 sec., East, a chord distance of 11.68' to a point;

**THENCE**, North 87 deg., 00 min., 42 sec., East, a distance of 585.55' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 54.90', a chord bearing of North 69 deg., 32 min., 16 sec., East, a chord distance of 54.05' to a point;

**THENCE**, North 52 deg., 03 min., 50 sec., East, a distance of 255.89' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 80.00', an arc length of 125.10', a chord bearing of South 83 deg., 08 min., 10 sec., East, a chord distance of 112.74' to a point;

**THENCE**, South 38 deg., 20 min., 11 sec., East, a distance of 205.89' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 145.00', an arc length of 99.47', a chord bearing of South 18 deg., 41 min., 00 sec., East, a chord distance of 97.53' to a point;

**THENCE**, South 00 deg., 58 min., 11 sec., West, a distance of 96.14' to a point;

**EXHIBIT "A"**

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 79.02', a chord bearing of South 24 deg., 11 min., 03 sec., East, a chord distance of 76.51' to a point;

**THENCE**, South 49 deg., 20 min., 17 East, a distance of 62.48' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 10.00', an arc length of 15.10', a chord bearing of South 06 deg., 04 min., 38 sec., East, a chord distance of 13.71' to a point;

**THENCE**, South 37 deg., 11 min., 02 sec., West, a distance of 60.70' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 10.00', an arc length of 15.28', a chord bearing of South 06 deg., 35 min., 24 sec., East, a chord distance of 13.84' to a point;

**THENCE**, South 50 deg., 21 min., 49 sec., East, a distance of 53.06' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 45.00', an arc length of 69.39', a chord bearing of South 06 deg., 11 min., 15 sec., East, a chord distance of 62.72' to a point;

**THENCE**, South 37 deg., 59 min., 17 sec., West, a distance of 63.21' to a point;

**THENCE**, South 35 deg., 12 min., 43 sec., West, a distance of 18.47' to a point;

**THENCE**, South 32 deg., 26 min., 25 sec., West, a distance of 52.10' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 34.00', an arc length of 88.87', a chord bearing of South 42 deg., 26 min., 19 sec., East, a chord distance of 65.65' to a point;

**THENCE**, North 62 deg., 40 min., 55 sec., East, a distance of 104.67' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 25.00', an arc length of 39.33', a chord bearing of South 72 deg., 15 min., 09 sec., East, a chord distance of 35.40' to a point;

**THENCE**, South 27 deg., 11 min., 12 sec., East, a distance of 17.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 2.20' passing the common line of the (Called 300.0 and 0.565) acre tracts; continuing on the arc of said curve to the left for a total arc length of 18.98', a chord bearing of South 48 deg., 56 min., 03 sec., East, a chord distance of 18.53' to the **POINT OF TERMINATION** on the North right of way line of a dedicated road named Metropolitan Drive as shown on Plat of Metropolitan Park Phase I, recorded in File No. 2008019449, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13983436.20, E: 3494557.30;

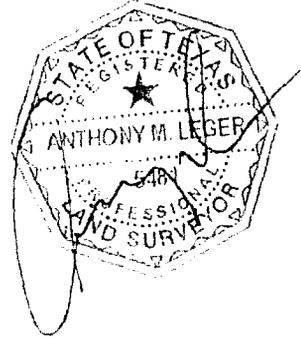
**Note:** Bearings, distances, acreage and coordinates given are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Combined Scale Factor =

## **EXHIBIT "A"**

0.999958643, Convergence Angle = 2 deg., 21 min., 31 sec. Reference Monument = AJ8221

This description is based on the Land Surveys made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 2, 2012 and December 11, 2013.

**City of Beaumont**  
**LS-12-0203 Rev. 1**



**PARKING AND ACCESS  
0.4198 ACRE OF LAND  
OUT OF THE  
H. WILLIAMS SURVEY, ABSTRACT NO. 56  
CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

**BEING** 0.4198 acre of land out of and a part of the H. Williams Survey, Abstract No. 56, City of Beaumont, Jefferson County, Texas; being part of a (Called 300.0) acre tract of land known as Tract 1 conveyed to Jefferson County Drainage District No. 6, recorded in Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; being a correction to a (Called 0.2752) acre tract of land conveyed to the City of Beaumont, recorded in File No. 2013014152, Official Public Records, Jefferson County, Texas; said 0.4198 acre tract being more fully described by metes and bounds as follows, to wit:

**COMMENCING** at a 5/8" steel rod found on the intersection of the South right of way line of a dedicated road named Folsom Drive and the East right of way line of a dedicated road named Major Drive; said 5/8" steel rod being the Northwest corner of the (Called 300.0) acre tract having a State Plane Coordinate of N: 13984188.36 E: 3488936.03;

**THENCE**, North 87 deg., 01 min., 19 sec., East, on the South right of way line of said Folsom Drive, same being the North line of the (Called 300.00) acre tract, a distance of 1121.44' passing a 1/2" steel rod found at 0.35' left of line; continuing a distance of 1171.52' passing a 1/2" steel rod found at 0.36' left of line; continuing for a total distance of 1323.80' to a point for corner being the **POINT OF BEGINNING** and most Northerly Northwest corner of the herein described tract; having a State Plane Coordinate of N: 13984257.14 E: 3490258.05;

**THENCE**, North 87 deg., 01 min., 19 sec., East, a distance of 24.00' to a point for corner being the most Northerly Northeast corner of the herein described tract;

**THENCE**, South 02 deg., 55 min., 28 sec., East, a distance of 46.19' to a point for corner;

**THENCE**, North 87 deg., 04 min., 32 sec., East, a distance of 144.00' to a point for corner;

**THENCE**, South 02 deg., 55 min., 28 sec., East, a distance of 70.00' to a point for corner being the Southeast corner of the herein described tract; having a State Plane Coordinate of N: 13984149.69, E: 3490431.76;

**THENCE**, South 87 deg., 04 min., 32 sec., West, a distance of 222.00' to a point for corner;

**THENCE**, North 02 deg., 55 min., 28 sec., West, a distance of 50.00' to a point for corner;

**THENCE**, South 87 deg., 04 min., 32 sec., West, a distance of 14.27' to a point for corner;

**EXHIBIT "A"**

THENCE, on the arc of a curve to the left having a radius of 15.00', an arc length of 10.04', a chord bearing of South 67 deg., 53 min., 51 sec., West, a chord distance of 9.86' to a point for corner;

THENCE, South 48 deg., 43 min., 11 sec., West, a distance of 8.05' to a point for corner;

THENCE, on the arc of a curve to the left having a radius of 19.99', an arc length of 10.60', a chord bearing of South 33 deg., 32 min., 26 sec., West, a chord distance of 10.47' to a point for corner;

THENCE, South 18 deg., 23 min., 15 sec., West, a distance of 27.67' to a point for corner;

THENCE, North 71 deg., 36 min., 45 sec., West, a distance of 20.00' to a point for corner being the most Westerly Southwest corner of the herein described tract;

THENCE, North 18 deg., 23 min., 15 sec., East, a distance of 27.66' to a point for corner;

THENCE, on the arc of a curve to the right having a radius of 39.99', an arc length of 21.20', a chord bearing of North 33 deg., 32 min., 17 sec., East, a chord distance of 20.95' to a point for corner;

THENCE, North 48 deg., 43 min., 11 sec., East, a distance of 8.05' to a point for corner;

THENCE, on the arc of a curve to the right having a radius of 35.00', an arc length of 23.43', a chord bearing of North 67 deg., 53 min., 51 sec., East, a chord distance of 23.00' to a point for corner;

THENCE, North 87 deg., 04 min., 32 sec., East, a distance of 68.27' to a point for corner;

THENCE, North 02 deg., 55 min., 28 sec., West, a distance of 46.17' to the **POINT OF BEGINNING** and containing 0.4198 acre of land, more or less.

Note: Bearings, distances, acreage and coordinates shown are based on State Plane Coordinate Grid System, Texas South Central Zone, NAD 83, Combined Scale Factor = 0.999958643, Convergence Angle = 2 deg., 21 min., 31 sec.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 2, 2012 and December 11, 2013.

City of Beaumont  
LS-12-0203



**EXHIBIT "A"**



Found Iron Rod P.O.B.

### HIKE & BIKE TRAIL ENCROACHMENT AGREEMENT AREA

N 89°55'45"E - 1017.65'  
(Assumed Basis of Bearings)

N 89°55'45"E - 1193.07'

Survey Of A 0.336 Acre Tract

N.B. Overlap Survey Area

Folsom Drive

D. = 23°53'32"  
R. = 150.00'  
L. = 62.55'  
Ch.B. = S 68°48'16"E  
Ch.B. = 62.10'

Found Iron Rod

S 56°51'37"E  
107.72'

S 00°08'31"E  
21.66'

Yount-Lee Oil Company  
J.C.D.R. Vol. 376, Pg. 370  
Remainder of the  
156.68 Acres

D. = 33°02'42"  
R. = 130.00'  
L. = 74.98'  
Ch.B. = N 73°22'51"W  
Ch.B. = 73.94'

N 89°54'06"W  
390.68'

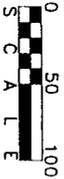
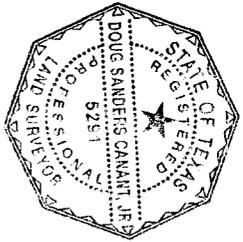
Drainage Easement  
Jefferson County  
Drainage District No. 6  
R.P.R.J.C. Film File 104-01-0353  
Called Tract 2-B

D. = 38°30'52"  
R. = 60.00'  
L. = 40.33'

Ch.B. = N 72°37'22"W  
Ch.B. = 39.58'

Jefferson County  
Drainage District No. 6  
R.P.R.J.C. File 2001014787  
Called Tract 2

Delaware Extension  
Development, LTD.  
R.P.R.J.C. File 2000047669  
Remainder of the  
209.2045 Acres



A FIELD NOTE DESCRIPTION  
ACCOMPANIES THIS PLAT.

I HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, WITH NO IMPROVEMENTS SHOWN.  
*Doug Sanders Canant, Jr.*  
3/5/14  
REGISTERED PROFESSIONAL LAND SURVEYOR  
Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, Texas 77707  
(409) 842-1818

Jefferson County  
Drainage District No. 6  
Hike & Bike Trail  
Encroachment Agreement Area  
Ditch 123  
Survey Of A  
0.336 Acre Tract  
Out Of The

Yount-Lee Oil Company  
Tract Of Land In The  
H. Williams League, Abst. 56  
Beaumont, Jefferson County, Texas

Jefferson County  
Drainage District No. 6  
R.P.R.J.C. Film File 104-01-0353  
Called 300.0 Acres  
Called Tract 1 on Exhibit A

PREPARED BY  
JEFFERSON COUNTY  
DRAINAGE DISTRICT NO. 6  
ENGINEERING DEPARTMENT

## EXHIBIT "B" INTERLOCAL AGREEMENT

**HIKE AND BIKE TRAIL PARKING AND ACCESS EASEMENT**

THE STATE OF T E X A S            §  
  §            KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF JEFFERSON           §

THAT JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6, hereafter called GRANTOR, and for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by the CITY OF BEAUMONT, the receipt of which is hereby acknowledged by GRANTOR, and upon the further consideration of the benefits that will accrue to the lands owned by the GRANTOR adjoining the land hereinafter described, and upon the further considerations hereinafter stated, does hereby GRANT and CONVEY unto the CITY OF BEAUMONT hereinafter called GRANTEE, whose mailing address is P.O. Box 3827, Beaumont, Texas 77704, its successors and assigns, a perpetual right-of-way, privilege and easement on, under and across those tracts or parcels of land (the Easement Tracts) situated in Jefferson County, Texas, more particularly described as follows, to-wit:

**BEING a 2.984-acre tract of land and a 0.4198-acre tract of land out of the H. Williams Survey, Beaumont, Jefferson County, Texas, and also being out of two tracts of land conveyed to Jefferson County Drainage District No. 6, and recorded in the Real Property Records, Film File 104-01-0353, and being called 300.0 acres and File 9807948 and being called 0.565 acres; said 2.984-acre tract and 0.4198-acre tract being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.**

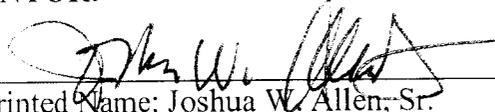
Giving and Granting to the said GRANTEE, its successors and assigns, the right and authority to go upon the Easement Tracts hereinbefore described and use same as a public Hike and Bike Trail access and parking area, to improve the Easement Tracts subject to GRANTOR's drainage purposes, and giving said GRANTEE the right and privilege to improve, maintain and operate the same as permitted by law and giving unto said GRANTEE the right and privilege to trim, cut, and remove therefrom, all trees, underbrush, obstructions, or other surface vegetation or structures or obstacles within the limits of said Easement Tracts.

This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

**TO HAVE AND TO HOLD** the above described Easement Tracts and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns perpetually, so long as it shall be used for the purpose of a public Hike and Bike Trail parking area and access and no longer. Immediately upon cessation of its use for said purposes by GRANTEE, its successors or assigns, then all rights granted herein shall terminate forthwith, and shall revert to GRANTOR, its/their heirs, administrators, legal representatives, successors or assigns.

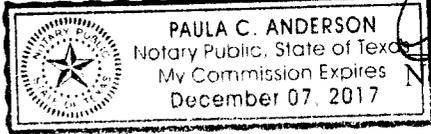
WITNESS the execution hereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

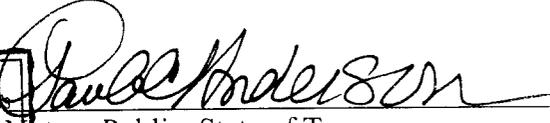
**GRANTOR:**

BY:   
Printed Name: Joshua W. Allen, Sr.  
President, Board of Directors  
Jefferson County Drainage District No. 6

THE STATE OF T E X A S            §  
  §  
COUNTY OF JEFFERSON           §

This instrument was acknowledged before me on the **11th** day of **March, 2014**, by **Joshua W. Allen, Sr.**, President of the Board of Directors for the **Jefferson County Drainage District No. 6**.



  
Notary Public, State of Texas

**GRANTEE:**

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF T E X A S            §  
  §  
COUNTY OF JEFFERSON           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2014, by \_\_\_\_\_, the \_\_\_\_\_ for the  
**City of Beaumont.**

\_\_\_\_\_  
Notary Public, State of Texas

**After Recording Return To:**  
Richard P. LeBlanc, Jr., *General Manager*  
Jefferson County Drainage District No. 6  
P.O. Box 20078, Beaumont, Texas 77720  
JCDD6/pa

**2.984 ACRES OF LAND  
FOR PUBLIC USED HIKE & BIKE TRAIL  
OUT OF THE  
H. WILLIAMS SURVEY, ABSTRACT NO. 56  
AND THE  
W. B. DYCHES SURVEY, ABSTRACT NO. 17  
CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

**BEING** 2.984 acres of land for public used Hike & Bike Trail out of and a part of the H. Williams Survey, Abstract No. 56 and the W. B. Dyches Survey, Abstract No. 17, City of Beaumont, Jefferson County, Texas; being within a (Called 300.0) acre tract of land known as Tract 1 conveyed to Jefferson County Drainage District No. 6, recorded in Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; also being in a correction to two tracts of land, a (Called 4.438) acre tract and a (Called 0.2752) acre tract conveyed to the City of Beaumont, recorded in File No. 2013014152, Official Public Records, Jefferson County, Texas and a (Called 0.565) acre tract of land conveyed to Jefferson County Drainage District No. 6, recorded in File No. 9807948, Official Public Records, Jefferson County, Texas; the centerline of said 2.984 acre tract being more fully described by bearings and distances as follows, to wit:

**COMMENCING** at 5/8" steel rod found on the intersection of the South right of way line of a dedicated road named Folsom Drive and the East right of way line of a dedicated road named Major Drive; said 5/8" steel rod being the Northwest corner of a (Called 2.99) acre tract of land recorded as Tract 2-B in said Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13984188.36 E: 3488936.03;

**THENCE**, North 87 deg., 01 min., 19 sec., East, on the South right of way line of said Folsom Drive, same being the North line of the (Called 2.99) acre tract, a distance of 1193.08' to a point for the Northeast corner of the (Called 2.99) acre tract on the West line of the (Called 300.0) acre tract; having a State Plane Coordinate of N: 13984250.35, E: 3490127.50;

**THENCE**, South 03 deg., 02 min., 52 sec., East, on the common line of the (Called 2.99 and 300.0) acre tracts, a distance of 107.35' to **POINT OF BEGINNING**; having a State Plane Coordinate of N: 13984143.15, E: 3490133.21;

**THENCE**, on the arc of a curve to the left having a radius of 200.00', a chord bearing of South 71 deg., 03 min., 01 sec., East, a chord distance of 3.92' to a point;

**THENCE**, South 71 deg., 36 min., 45 sec., East, a distance of 60.50' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 200.00', an arc length of 24.32', a chord bearing of South 75 deg., 05 min., 44 sec., East, a chord distance of 24.30' to a point;

**THENCE**, South 78 deg., 34 min., 44 sec., East, a distance of 435.75' to a point;

**EXHIBIT "A"**

**THENCE**, on the arc of a curve to the right having a radius of 350.00', an arc length of 118.51', a chord bearing of South 68 deg., 52 min., 42 sec., East, a chord distance of 117.95' to a point;

**THENCE**, South 59 deg., 10 min., 40 sec., East, a distance of 216.38' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 96.86', a chord bearing of North 89 deg., 59 min., 30 sec., East, a chord distance of 92.25' to a point;

**THENCE**, North 59 deg., 09 min., 39 sec., East, a distance of 121.49' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 16.93', a chord bearing of North 68 deg., 51 min., 42 sec., East, a chord distance of 16.85' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 18.59', a chord bearing of North 67 deg., 54 min., 40 sec., East, a chord distance of 18.48' to a point;

**THENCE**, North 57 deg., 15 min., 35 sec., East, a distance of 17.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.44', a chord bearing of North 48 deg., 59 min., 11 sec., East, a chord distance of 14.39' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 14.78', a chord bearing of North 49 deg., 10 min., 56 sec., East, a chord distance of 14.73' to a point;

**THENCE**, North 57 deg., 39 min., 04 sec., East, a distance of 46.91' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 51.39', a chord bearing of North 74 deg., 00 min., 36 sec., East, a chord distance of 50.70' to a point;

**THENCE**, South 89 deg., 37 min., 53 sec., East, a distance of 519.28' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 70.00', an arc length of 95.69', a chord bearing of South 50 deg., 28 min., 09 sec., East, a chord distance of 88.41' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 126.00', an arc length of 180.83', a chord bearing of South 52 deg., 25 min., 19 sec., East, a chord distance of 165.71' to a point;

**THENCE**, North 86 deg., 27 min., 47 sec., East, a distance of 902.74' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 125.00', an arc length of 189.13', a chord bearing of North 43 deg., 07 min., 04 sec., East, a chord distance of 171.60' to a point;

**EXHIBIT "A"**

**THENCE**, North 00 deg., 13 min., 38 sec., West, a distance of 133.35' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 385.00', an arc length of 293.13', a chord bearing of South 43 deg., 30 min., 40 sec., East, a chord distance of 286.10' to a point;

**THENCE**, South 65 deg., 19 min., 22 sec., East, a distance of 290.62' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 45.64', a chord bearing of North 62 deg., 22 min., 40 sec., East, a chord distance of 39.56' to a point;

**THENCE**, North 10 deg., 04 min., 41 sec., East, a distance of 203.42' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 132.00', an arc length of 175.52', a chord bearing of North 48 deg., 10 min., 14 sec., East, a chord distance of 162.87' to a point;

**THENCE**, North 86 deg., 15 min., 47 sec., East, a distance of 198.33' to a point;

**THENCE**, North 87 deg., 54 min., 39 sec., East, a distance of 139.68' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 12.56', a chord bearing of South 84 deg., 53 min., 36 sec., East, a chord distance of 12.53' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 13.37', a chord bearing of South 85 deg., 21 min., 39 sec., East, a chord distance of 13.33' to a point;

**THENCE**, North 86 deg., 58 min., 33 sec., East, a distance of 21.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 11.94', a chord bearing of North 80 deg., 08 min., 06 sec., East, a chord distance of 11.91' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 11.89', a chord bearing of North 80 deg., 06 min., 17 sec., East, a chord distance of 11.86' to a point;

**THENCE**, North 86 deg., 54 min., 54 sec., East, a distance of 373.09' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 43.00', an arc length of 67.34', a chord bearing of North 42 deg., 03 min., 08 sec., East, a chord distance of 60.67' to a point;

**THENCE**, North 02 deg., 48 min., 38 sec., West, a distance of 386.05' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 30.00', an arc length of 46.50', a chord bearing of North 47 deg., 13 min., 01 sec., West, a chord distance of 41.98' to a point;

**EXHIBIT "A"**

**THENCE**, South 88 deg., 22 min., 36 sec., West, a distance of 28.16' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 23.91', a chord bearing of North 77 deg., 55 min., 32 sec., West, a chord distance of 23.68' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 12.73', a chord bearing of North 78 deg., 49 min., 04 sec., West, a chord distance of 12.60' to a point;

**THENCE**, South 86 deg., 35 min., 31 West, a distance of 14.68' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 12.11', a chord bearing of South 72 deg., 42 min., 55 sec., West, a chord distance of 11.99' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 23.93', a chord bearing of South 72 deg., 32 min., 49 sec., West, a chord distance of 23.70' to a point;

**THENCE**, South 86 deg., 15 min., 20 sec., West, a distance of 128.15' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 144.19', a chord bearing of North 47 deg., 50 min., 55 sec., West, a chord distance of 129.25' to a point;

**THENCE**, North 01 deg., 57 min., 11 sec., West, a distance of 407.59' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 150.00', an arc length of 63.80', a chord bearing of North 10 deg., 13 min., 53 sec., East, a chord distance of 63.32' to a point;

**THENCE**, North 22 deg., 24 min., 57 sec., East, a distance of 99.35' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 90.00', an arc length of 101.08', a chord bearing of North 54 deg., 35 min., 22 sec., East, a chord distance of 95.85' to a point;

**THENCE**, North 86 deg., 45 min., 47 sec., East, a distance of 42.61' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 14.80', a chord bearing of South 84 deg., 45 min., 27 sec., East, a chord distance of 14.75' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.80', a chord bearing of South 84 deg., 45 min., 27 sec., East, a chord distance of 14.75' to a point;

**THENCE**, North 86 deg., 45 min., 47 sec., East, a distance of 14.89' to a point;

**EXHIBIT "A"**

**THENCE**, on the arc of a curve to the left having a radius of 50.00', an arc length of 14.69', a chord bearing of North 78 deg., 20 min., 55 sec., East, a chord distance of 14.63' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 15.74', a chord bearing of North 78 deg., 57 min., 02 sec., East, a chord distance of 15.67' to a point;

**THENCE**, North 87 deg., 58 min., 03 sec., East, a distance of 124.44' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 26.00', an arc length of 62.97', a chord bearing of South 22 deg., 38 min., 50 sec., East, a chord distance of 48.67' to a point;

**THENCE**, South 46 deg., 44 min., 16 sec., West, a distance of 282.44' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 100.00', an arc length of 111.64', a chord bearing of South 14 deg., 45 min., 15 sec., West, a chord distance of 105.95' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc of length of 5.33', a chord bearing of South 14 deg., 10 min., 25 sec., East, a chord distance of 5.33' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 35.00', an arc length of 58.21', a chord bearing of South 58 deg., 45 min., 45 sec., East, a chord distance of 51.73' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 50.00', an arc length of 11.71', a chord bearing of North 80 deg., 18 min., 08 sec., East, a chord distance of 11.68' to a point;

**THENCE**, North 87 deg., 00 min., 42 sec., East, a distance of 585.55' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 54.90', a chord bearing of North 69 deg., 32 min., 16 sec., East, a chord distance of 54.05' to a point;

**THENCE**, North 52 deg., 03 min., 50 sec., East, a distance of 255.89' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 80.00', an arc length of 125.10', a chord bearing of South 83 deg., 08 min., 10 sec., East, a chord distance of 112.74' to a point;

**THENCE**, South 38 deg., 20 min., 11 sec., East, a distance of 205.89' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 145.00', an arc length of 99.47', a chord bearing of South 18 deg., 41 min., 00 sec., East, a chord distance of 97.53' to a point;

**THENCE**, South 00 deg., 58 min., 11 sec., West, a distance of 96.14' to a point;

## **EXHIBIT "A"**

**THENCE**, on the arc of a curve to the left having a radius of 90.00', an arc length of 79.02', a chord bearing of South 24 deg., 11 min., 03 sec., East, a chord distance of 76.51' to a point;

**THENCE**, South 49 deg., 20 min., 17 East, a distance of 62.48' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 10.00', an arc length of 15.10', a chord bearing of South 06 deg., 04 min., 38 sec., East, a chord distance of 13.71' to a point;

**THENCE**, South 37 deg., 11 min., 02 sec., West, a distance of 60.70' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 10.00', an arc length of 15.28', a chord bearing of South 06 deg., 35 min., 24 sec., East, a chord distance of 13.84' to a point;

**THENCE**, South 50 deg., 21 min., 49 sec., East, a distance of 53.06' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 45.00', an arc length of 69.39', a chord bearing of South 06 deg., 11 min., 15 sec., East, a chord distance of 62.72' to a point;

**THENCE**, South 37 deg., 59 min., 17 sec., West, a distance of 63.21' to a point;

**THENCE**, South 35 deg., 12 min., 43 sec., West, a distance of 18.47' to a point;

**THENCE**, South 32 deg., 26 min., 25 sec., West, a distance of 52.10' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 34.00', an arc length of 88.87', a chord bearing of South 42 deg., 26 min., 19 sec., East, a chord distance of 65.65' to a point;

**THENCE**, North 62 deg., 40 min., 55 sec., East, a distance of 104.67' to a point;

**THENCE**, on the arc of a curve to the right having a radius of 25.00', an arc length of 39.33', a chord bearing of South 72 deg., 15 min., 09 sec., East, a chord distance of 35.40' to a point;

**THENCE**, South 27 deg., 11 min., 12 sec., East, a distance of 17.17' to a point;

**THENCE**, on the arc of a curve to the left having a radius of 25.00', an arc length of 2.20' passing the common line of the (Called 300.0 and 0.565) acre tracts; continuing on the arc of said curve to the left for a total arc length of 18.98', a chord bearing of South 48 deg., 56 min., 03 sec., East, a chord distance of 18.53' to the **POINT OF TERMINATION** on the North right of way line of a dedicated road named Metropolitan Drive as shown on Plat of Metropolitan Park Phase I, recorded in File No. 2008019449, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13983436.20, E: 3494557.30;

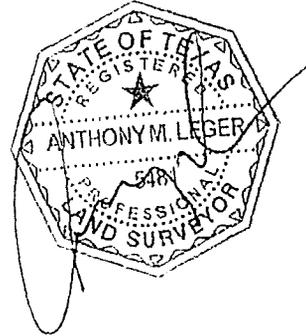
**Note:** Bearings, distances, acreage and coordinates given are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Combined Scale Factor =

## **EXHIBIT "A"**

0.999958643, Convergence Angle = 2 deg., 21 min., 31 sec. Reference Monument = AJ8221

This description is based on the Land Surveys made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 2, 2012 and December 11, 2013.

**City of Beaumont**  
**LS-12-0203 Rev. 1**



**PARKING AND ACCESS  
0.4198 ACRE OF LAND  
OUT OF THE  
H. WILLIAMS SURVEY, ABSTRACT NO. 56  
CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

**BEING** 0.4198 acre of land out of and a part of the H. Williams Survey, Abstract No. 56, City of Beaumont, Jefferson County, Texas; being part of a (Called 300.0) acre tract of land known as Tract 1 conveyed to Jefferson County Drainage District No. 6, recorded in Film Code 104-01-0353, Official Public Records, Jefferson County, Texas; being a correction to a (Called 0.2752) acre tract of land conveyed to the City of Beaumont, recorded in File No. 2013014152, Official Public Records, Jefferson County, Texas; said 0.4198 acre tract being more fully described by metes and bounds as follows, to wit:

**COMMENCING** at a 5/8" steel rod found on the intersection of the South right of way line of a dedicated road named Folsom Drive and the East right of way line of a dedicated road named Major Drive; said 5/8" steel rod being the Northwest corner of the (Called 300.0) acre tract having a State Plane Coordinate of N: 13984188.36 E: 3488936.03;

**THENCE**, North 87 deg., 01 min., 19 sec., East, on the South right of way line of said Folsom Drive, same being the North line of the (Called 300.00) acre tract, a distance of 1121.44' passing a ½" steel rod found at 0.35' left of line; continuing a distance of 1171.52' passing a ½" steel rod found at 0.36' left of line; continuing for a total distance of 1323.80' to a point for corner being the **POINT OF BEGINNING** and most Northerly Northwest corner of the herein described tract; having a State Plane Coordinate of N: 13984257.14 E: 3490258.05;

**THENCE**, North 87 deg., 01 min., 19 sec., East, a distance of 24.00' to a point for corner being the most Northerly Northeast corner of the herein described tract;

**THENCE**, South 02 deg., 55 min., 28 sec., East, a distance of 46.19' to a point for corner;

**THENCE**, North 87 deg., 04 min., 32 sec., East, a distance of 144.00' to a point for corner;

**THENCE**, South 02 deg., 55 min., 28 sec., East, a distance of 70.00' to a point for corner being the Southeast corner of the herein described tract; having a State Plane Coordinate of N: 13984149.69, E: 3490431.76;

**THENCE**, South 87 deg., 04 min., 32 sec., West, a distance of 222.00' to a point for corner;

**THENCE**, North 02 deg., 55 min., 28 sec., West, a distance of 50.00' to a point for corner;

**THENCE**, South 87 deg., 04 min., 32 sec., West, a distance of 14.27' to a point for corner;

**THENCE**, on the arc of a curve to the left having a radius of 15.00', an arc length of 10.04', a chord bearing of South 67 deg., 53 min., 51 sec., West, a chord distance of 9.86' to a point for corner;

**THENCE**, South 48 deg., 43 min., 11 sec., West, a distance of 8.05' to a point for corner;

**THENCE**, on the arc of a curve to the left having a radius of 19.99', an arc length of 10.60', a chord bearing of South 33 deg., 32 min., 26 sec., West, a chord distance of 10.47' to a point for corner;

**THENCE**, South 18 deg., 23 min., 15 sec., West, a distance of 27.67' to a point for corner;

**THENCE**, North 71 deg., 36 min., 45 sec., West, a distance of 20.00' to a point for corner being the most Westerly Southwest corner of the herein described tract;

**THENCE**, North 18 deg., 23 min., 15 sec., East, a distance of 27.66' to a point for corner;

**THENCE**, on the arc of a curve to the right having a radius of 39.99', an arc length of 21.20', a chord bearing of North 33 deg., 32 min., 17 sec., East, a chord distance of 20.95' to a point for corner;

**THENCE**, North 48 deg., 43 min., 11 sec., East, a distance of 8.05' to a point for corner;

**THENCE**, on the arc of a curve to the right having a radius of 35.00', an arc length of 23.43', a chord bearing of North 67 deg., 53 min., 51 sec., East, a chord distance of 23.00' to a point for corner;

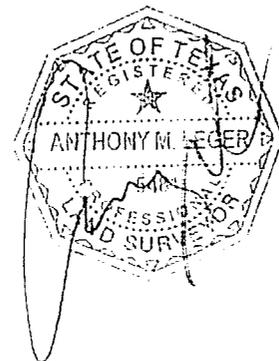
**THENCE**, North 87 deg., 04 min., 32 sec., East, a distance of 68.27' to a point for corner;

**THENCE**, North 02 deg., 55 min., 28 sec., West, a distance of 46.17' to the **POINT OF BEGINNING** and containing 0.4198 acre of land, more or less.

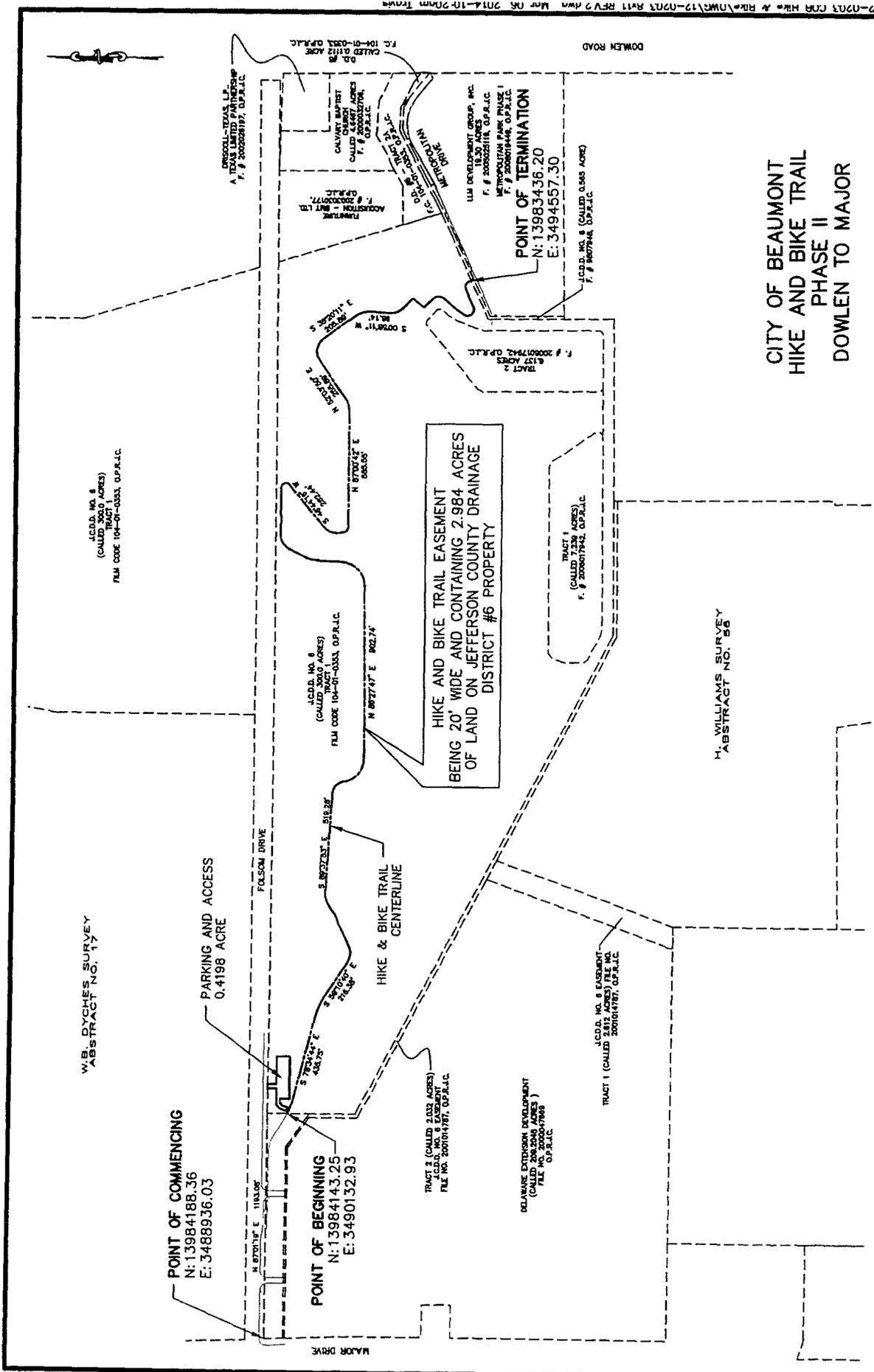
**Note:** Bearings, distances, acreage and coordinates shown are based on State Plane Coordinate Grid System, Texas South Central Zone, NAD 83, Combined Scale Factor = 0.999958643, Convergence Angle = 2 deg., 21 min., 31 sec.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 2, 2012 and December 11, 2013.

**City of Beaumont**  
**LS-12-0203**



**EXHIBIT "A"**



CITY OF BEAUMONT  
HIKE AND BIKE TRAIL  
PHASE II  
DOWLEN TO MAJOR



3737 Doctors Drive  
Port Arthur, Texas 77642  
Tel. 409.983.2004  
Fax. 409.983.2005  
soutexsurveys.com

T.B.P.E. FIRM #5755  
T.X.L.S. FIRM #10123800

© RIGHTS RESERVED

REVISED: 2/24/14

TOTAL HIKE AND BIKE PATH WITHIN D.D.#6 PROPERTY = 6,498 L.F.

EXHIBIT "A"

## NOTICE OF ENCROACHMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF JEFFERSON

§

On the date last indicated below, **Jefferson County Drainage District No. 6**, whose address is 6550 Walden Road, Beaumont, Texas 77707 (herein called "District") and **City of Beaumont**, whose address is P. O. Box 3827, Beaumont, Texas 77704 (hereinafter called "City"), contracted and agreed as set forth herein.

District hereby allows City to install and maintain a hike and bike trail within the District's right-of-way described on the attached **Exhibit "A."**

District, its successors and assigns, reserve the right to make improvements, perform maintenance and construction on the right-of-way or premises covered by this license where such is deemed necessary by the District. In doing so, District and its successors and assigns shall not be liable to City for any damage occasioned thereby and City shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by City to said encroaching structure or any abutting or attached structures, improvements or land. In addition, City shall reimburse District, its successors and assigns, for any additional costs resulting from the encroachment.

City, its successors and assigns, will not do or cause to be done, anything to impede or obstruct the flow of water through the District's right-of-way and easement. District makes no warranties, express or implied, in authorizing this encroachment, nor does District purport to convey any property interest or exclusive privilege by this agreement. It is specifically understood that District is not the agent of, nor does it act for, the fee owners, or any person or

entities having any right, title, or right to possession of the land upon which District's easement is located.

District shall in no case be liable for any damage or injury to the improvements located upon said encroachment which may be caused by or result from operations undertaken by District for the maintenance, conservation or improvement of drainage, and no claim or right to compensation shall accrue from any such damage.

City acknowledges that the encroachment upon District's right-of-way will be within an area requiring joint use by District for regular mowing and maintenance of the drainage ditch right-of-way and ditch maintenance such as slope or concrete lining failure repair. District's work in this area could introduce damage of varying degrees to the encroachment and any related improvements. City agrees that District will not be held liable for any damage caused to the encroachment area.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas, by City. A recorded copy shall be returned to Jefferson County Drainage District No. 6.

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas, by City.

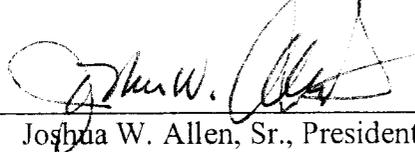
This license is neither assignable nor transferable except in conjunction with, and as part of, City's conveyance of all the abutting property. This license serves through probate or warranty deed or lease. In any such event, District shall be notified of such occurrence by being delivered a copy of the document or documents conveying or leasing the same.

Any notice to District shall be sufficient if it is mailed or hand delivered to the General Manager, Jefferson County Drainage District No. 6, P.O. Box 20078, Beaumont, Texas 77720-0078. Any notice to City shall be sufficient if mailed or hand-delivered to City of Beaumont, whose address is P. O. Box 3827, Beaumont, Texas 77704.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**DISTRICT:**

**JEFFERSON COUNTY  
DRAINAGE DISTRICT NO. 6**

By:  \_\_\_\_\_  
Joshua W. Allen, Sr., President

**CITY:**

**CITY OF BEAUMONT**

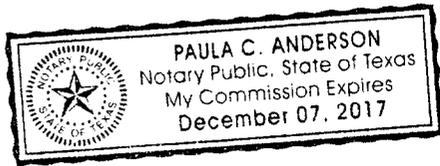
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF JEFFERSON   §

This Notice of Encroachment was acknowledged before me on the 11th day of March, 2014, by Joshua W. Allen, Sr., President of the Board of Directors of Jefferson County Drainage District No. 6.



*Paula C. Anderson*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF JEFFERSON   §

This Notice of Encroachment was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, \_\_\_\_\_ of the City of Beaumont.

\_\_\_\_\_  
Notary Public, State of Texas

**After Recording Return To:**  
Richard P. LeBlanc, Jr., *General Manager*  
Jefferson County Drainage District No. 6  
P.O. Box 20078, Beaumont, Texas 77720  
JCDD6/pa

Jefferson County  
**Drainage District No. 6**  
P.O. Box 20078  
6550 Walden Rd. • Beaumont, Texas 77720-0078  
Telephone (409) 842-1818  
Fax (409) 842-2729  
Established in 1920

*Board of Directors*

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

Richard P. LeBlanc, Jr.  
*General Manager*

Jim Broussard  
*Asst. General Manager  
Operations*

Betty S. Holman  
*Asst. General Manager  
Administration*

**March 12, 2014**

**HIKE AND BIKE TRAIL EASEMENT**

**BEING** a 0.336-acre tract of land out of the H. Williams League, Abstract 56, Beaumont, Jefferson County, Texas, and also being out of a tract of land conveyed to Yount-Lee Oil Company and recorded in the Deed Records, Volume 376, Page 370, and also being out of that certain easement conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records<sup>1</sup>, File 104-01-0353 and being called 2.99 acres, said 0.336-acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at an iron rod found for the northwest corner of the tract herein described and the said 2.99-acre tract, at the intersection of the east right-of-way line of Major Drive and the south right-of-way line of Folsom Road;

**THENCE** north 89°55'45" east, along the north line of the tract herein described and the said 2.99-acre tract and the south line of Folsom Road, 1,017.65 feet to the point of curvature of a curve to the right, with a radius of 150.00 feet;

**THENCE**, continuing along the north line of the tract herein described, along said curve 62.55 feet to the point of tangency, said curve having a delta of 23°53'32", a chord of 62.10 feet and a chord bearing of south 68°48'16" east;

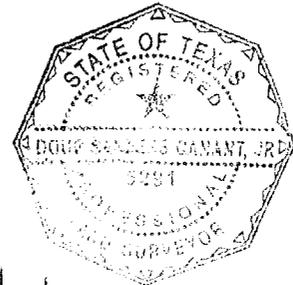
**THENCE**, continuing along the north line of the tract herein described, south 56°51'37" east, 107.72 feet to the point of curvature of a curve to the left, with a radius of 190.00 feet;

<sup>1</sup> All records mentioned are the Jefferson County Clerk's records.

\* All set iron rods are ½" with aluminum cap stamped "DD#6".

\*\* Bearings are based on the South right-of-way line of Folsom Road, being assumed North 89°55'45" east.

\*\*\* A survey plat accompanies this field note description.



Doug Canant 3/12/14





**HIKE & BIKE TRAIL ENCROACHMENT AGREEMENT AREA**

Found Iron Rod P.O.B.

N 89°55'45"E - 1017.65'  
(Assumed Basis of Bearings)

Survey Of A  
0.336 Acre Tract

W.S. Dyches Survey  
Abstract 17

Folsom Drive

D. = 23°53'32"  
R. = 150.00'  
L. = 62.55'  
Ch.B. = S 68°48'16"E  
Ch.B. = 62.10'

Found Iron Rod

SURVEY LINE

N 02°03'32"W  
5.00'

S 89°55'45"W  
565.13'

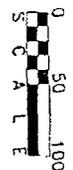
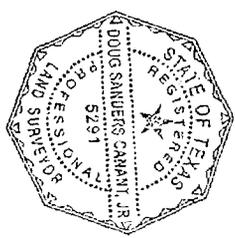
Drainage Easement  
Jefferson County  
Drainage District No. 6  
R.P.R.L.C. Film File 104-01-0353  
Called Tract 2-B

Major Drive

Jefferson County  
Drainage District No. 6  
R.P.R.L.C. File 2001014787  
Called Tract 2

D. = 38°30'52"  
R. = 60.00'  
L. = 40.33'  
Ch.B. = N 72°37'22"W  
Ch.B. = 39.58'

Delaware Extension  
Development, LTD.  
R.P.R.L.C. File 2000047689  
Remainder of the  
209.2045 Acres



Jefferson County  
Drainage District No. 6  
Hike & Bike Trail  
Encroachment Agreement Area

D. = 09°27'33"  
R. = 190.00'  
L. = 31.37'  
Ch.B. = S 61°35'25"E  
Ch.B. = 31.33'

D. = 11°50'50"  
R. = 210.00'  
L. = 40.33'  
Ch.B. = N 62°47'03"W  
Ch.B. = 43.34'

D. = 33°02'42"  
R. = 130.00'  
L. = 74.98'  
Ch.B. = N 73°22'51"W  
Ch.B. = 73.94'

Yount-Lee Oil Company  
J.C.D.R. Vol. 376, Pg. 370  
Remainder of the  
158.08 Acres

N 56°51'37"W  
107.72'

Found Iron Rod

Jefferson County  
Drainage District No. 6  
R.P.R.L.C. Film File 104-01-0353  
Called 300.0 Acres  
Called Tract 1 on Exhibit A

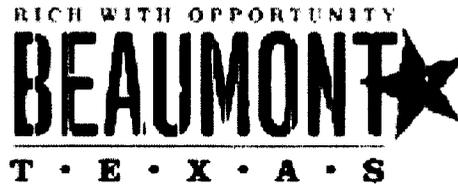
A FIELD NOTE DESCRIPTION  
ACCOMPANIES THIS PLAT.

PREPARED BY  
JEFFERSON COUNTY  
DRAINAGE DISTRICT NO. 6  
ENGINEERING DEPARTMENT

**EXHIBIT "B"**  
INTERLOCAL  
AGREEMENT

Yount-Lee Oil Company  
Tract Of Land In The  
H. Williams League, Abst. 56  
Beaumont, Jefferson County, Texas

I HEREBY CERTIFY THAT I HAVE  
PREPARED THIS PLAT FROM AN  
ACTUAL AND ACCURATE SURVEY OF  
THE LAND, WITH NO IMPROVEMENTS  
SHOWN.  
*Doug Camant* 3/5/14  
REGISTERED PROFESSIONAL LAND SURVEYOR  
Jefferson County Drainage District No. 6  
6550 Wolden Road  
Beaumont, Texas 77707  
(409) 842-1818



**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    MAY 20, 2014    1:30 P.M.**

**AGENDA**

**CALL TO ORDER**

- \*      Invocation                      Pledge                      Roll Call
- \*      Presentations and Recognition
- \*      Public Comment: Consent Agenda
- \*      Consent Agenda

**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.