



**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    OCTOBER 20, 2015    1:30 P.M.**

**CONSENT AGENDA**

\*    Approval of minutes – October 13, 2015

\*    Confirmation of committee appointments

Myra Clay would be appointed as the Chairman of the Parks and Recreation Advisory Committee. The term would commence October 20, 2015 and expire October 19, 2016. (Mayor Becky Ames)

Tom LeTourneau would be appointed to the Community Development Advisory Committee. The term would commence October 20, 2015 and expire October 19, 2017. (Councilmember W. L. Pate, Jr.)

Asha Winfield would be appointed to the Historic Landmark Commission. The term would commence October 20, 2015 and expire October 19, 2017. (Councilmember Robin Mouton)

Lynn DeCordova would be reappointed to the Community Development Advisory Committee. The current term would expire February 20, 2016. (Mayor Pro Tem Mike Getz)

Connie Berry would be reappointed to the Community Development Advisory Committee. The current term would expire September 12, 2017. (Mayor Pro Tem Mike Getz)

Linda Cooper would be reappointed to the Library Commission. The current term would expire September 27, 2016. (Mayor Pro Tem Mike Getz)

Damian Diaz-Plumbing would be reappointed to the Construction Board of Appeals (Building). The current term would expire September 12, 2017. (Mayor Becky Ames)

Wayne E. Duerler-Fire Representative would be reappointed to the Construction Board of Appeals (Building). The current term would expire February 7, 2017. (Mayor Becky Ames)

Myra Clay would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire October 12, 2016. (Mayor Becky Ames)

Charles Taylor would be reappointed to the Community Development Advisory Committee. The current term would expire September 21, 2017. (Councilmember Audwin Samuel)

Charles Taylor would be reappointed to the Small Business Revolving Loan Fund Board. The current term would expire September 21, 2017. (Councilmember Audwin Samuel)

Irmalyn Thomas would be reappointed to the Police Department Community Advisory Committee. The current term would expire January 10, 2017. (Councilmember Audwin Samuel)

- A) Authorize the execution of a License to Encroach Agreement with Halliburton Energy Services, Inc. through their agent ENTACT, LLC related to two monitoring wells encroaching onto the City's right-of-way located 310' east and 456' east of the intersection of northbound Hwy 69 frontage road and Broad Oak Drive
- B) Authorize the execution of a License to Encroach Agreement with Halliburton Energy Services, Inc. through their agent ENTACT, LLC related to two wells encroaching onto the City's right-of-way located 320' north of the intersection of Broad Oak Drive and Voth Road and 150' west of the intersection of southbound Hwy 69 frontage road and Broad Oak
- C) Authorize the City Manager to receive funding, on behalf of the City of Beaumont, from the Department of Homeland Security Grant Program (HSGP)

RESOLUTION NO.

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

THAT the following appointments be made:

<u>Appointments</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Myra Clay(Chairmam)	Parks and Recreation Advisory Committee	10/20/2015	10/19/2016
Tom LeTourneau	Community Development Advisory Committee	10/20/2015	10/19/2017
Asha Winfield	Historic Landmark Commission	10/20/2015	10/19/2017

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Lynn DeCordova	Community Development Advisory Committee	10/20/2015	02/20/2016
Connie Berry	Community Development Advisory Committee	10/20/2015	09/12/2017
Linda Cooper	Library Commission	10/20/2015	09/27/2016
Damian Diaz	Construction Board of Appeals	10/20/2015	09/12/2017
Wayne E. Duerler	Construction Board of Appeals	10/20/2015	02/07/2017
Myra Clay	Parks and Recreation Advisory Committee	10/20/2015	10/12/2016
Charles Taylor	Community Development Advisory Committee	10/20/2015	09/21/2017
Charles Taylor	Small Business Revolving Loan Fund Board	10/20/2015	09/21/2017
Irmalyn Thomas	Police Department Community Advisory Committee	10/20/2015	01/10/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of  
October, 2015.

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- Mayor Becky Ames -

# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** October 20, 2015

**REQUESTED ACTION:** Council consider a resolution authorizing the execution of a License to Encroach Agreement with Halliburton Energy Services, Inc. through their agent ENTACT, LLC.

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## BACKGROUND

The ground water monitoring wells will be being installed by ENTACT, LLC to delineate groundwater contamination. The license will cover two (2) monitoring wells encroaching onto the City's right-of-way located 310' east and 456' east of the intersection of northbound Hwy 69 frontage road and Broad Oak Drive.

The request from ENTACT, LLC, the agent, was submitted to all City departments and utility companies with no objections. The City Utilities Department approved the license to encroach with the following conditions: The City has an existing 24" water main and a 3" water main on the west side of Old Voth Road and an 8" sanitary sewer main along the east side of Old Voth Road. The City has an existing 16" water main on the north side of Broad Oak Drive and a 12" sanitary sewer main on the south side of Broad Oak Drive.

The City of Beaumont will not be responsible for any damage to the monitoring well if the water or sanitary sewer main should ever develop a cavity or due to any repairs to the City mains by City crews. The City of Beaumont shall not be responsible for the repair and replacement of the monitoring wells. The Environmental Contractor will be invoiced for any damages that occur to City water and/or sanitary sewer mains during the installation and/or removal of any of the monitoring wells.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

## FUNDING SOURCE

There is a one time non-refundable fee of \$500 from ENTACT, LLC for the License to Encroach.

## RECOMMENDATION

Approval of resolution.



Application for License to Encroach  
City of Beaumont, Texas

1. NAME OF APPLICANT: Marty Cox  
3129 Bass Pro Drive  
ADDRESS: Grapevine, TX 76051 PHONE: 972-580-1823

2. AUTHORITY OF APPLICANT: Dr. Shen Wang

3. NAME OF OWNER: Halliburton HSE  
3580 N Sam Houston Parkway E  
ADDRESS: Houston, TX 77032 PHONE: 281-575-4424

LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision)

TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY: wells will be installed  
310' east and 450' east of the intersection of the northbound  
Hwy 69 Frontage Road and Braadoak Street

4. DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED: \_\_\_\_\_

each well will be installed 4' off south side of paved roadway

5. PRESENT USE OF EASEMENT OR RIGHT-OF-WAY (List Utilities if Present):

none known

6. USE OF EASEMENT OR RIGHT-OF-WAY DESIRED BY OWNER: \_\_\_\_\_

installation of two monitor wells

7. ATTACH A MAP OR PLAT DELINEATING THE EASEMENT OR PUBLIC  
RIGHT-OF-WAY (Dimensioned and to Engineering Scale). PLEASE INCLUDE ALL  
PERTINENT INFORMATION ON THE MAP:

- i. Distances from edge of pavement or back of curb
- ii. Street names and nearest cross streets
- iii. Side of the street [east, west, north, south]

8. COST TO BE PAID FOR LICENSE TO ENCROACH AT TIME APPLICATION  
IS SUBMITTED - \$500 SAID COST BEING NON-REFUNDABLE.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND  
CORRECT.

Marty Cox  
SIGNATURE

RESOLUTION NO.

WHEREAS, Halliburton Energy Services, Inc., through its agent, ENTACT, LLC, has requested that the City of Beaumont grant a License to Encroach into city-owned property, which is described as being two (2) monitoring wells encroaching on the City's right-of-way located 310' east and 456' east of the intersection of northbound Hwy 69 frontage road and Broad Oak Drive, to the City of Beaumont. The encroachment being two ground water monitoring wells overlapping onto city-owned property as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

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

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

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with Halliburton Energy Services, Inc. to encroach into city-owned property, which is described as being two (2) monitoring wells encroaching on the City's right-of-way located 310' east and 456' east of the intersection of northbound Hwy 69 frontage road and Broad Oak Drive, to the City of Beaumont. The encroachment being two (2) proposed ground water monitoring wells overlapping into city-owned property, as

described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of October, 2015.

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- Mayor Becky Ames -

**LICENSE TO ENCROACH**

STATE OF TEXAS X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" and ENFACT, LLC, agent for owner, Halliburton Energy Services, Inc, hereinafter called "Licensee", contracted and agreed as set forth herein.

Licensee desires a license from Licensor to use that real property (the subject of this license agreement) described as follows:

Monitoring Wells – encroaching onto the City’s right-of-way located 310’ east and 456’ east of the intersection of northbound Hwy 69 frontage road and Broad Oak Drive. Said encroachments are shown on Exhibit “A”, attached.

NOW, THEREFORE, Licensor hereby grants to Licensee a license to occupy and use the subject property for the purpose of installing the groundwater monitoring well, subject to all of the terms and conditions hereof. Licensee shall notify 811 forty-eight (24) hours prior to any excavation at site of encroachment. Licensee shall notify the Water Utilities Project Manager at (409) 785-3017 or (409) 785-3019 for utility locates twenty-four hours (24) hours prior to any excavation. Licensee shall maintain a minimum of ten (10) foot separation between the water mains and the monitoring wells (OD to OD). Licensee shall maintain the said monitoring wells in a good and safe condition as may be required to protect the public from injury or property damage. Licensee shall upon completion of remediation activities, properly close said groundwater monitoring well, with plans subject to approval of the City of Beaumont Water Utilities Department. After three (3) years from the date of this agreement, Licensee shall notify Licensor of their intent to continue using the monitoring wells. Such notice would be sent to the Director of Public Works, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704.

Subject property may continue to be occupied and used by Licensee solely in connection with the existing structures and for incidental purposes related thereto during the term of this license or until termination thereof. Said license shall terminate upon removal or demolition of said encroachment.

Substantial improvements shall not be made upon any encroachment without first obtaining the written consent of Licensor and giving notice to Licensor in writing of how, when and to what extent such improvements are to be made. A copy of this license shall be attached to such notice.

Substantial improvement means any repair, construction, or improvement of a structure, the cost of which equals or exceeds twenty-five percent (25%) of the market value of the

structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the subject property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the right-of-way or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor will not be responsible for any damage to the monitoring well if the water or sanitary sewer main should ever develop a cavity or due to any repairs to the Licensor mains by Licensor crews. Licensor shall not be responsible for the repair and replacement of the monitoring wells. The Environmental Contractor will be invoiced for any damages that occur to Licensor water and/or sanitary sewer mains during the installation and/or removal of any of the monitoring wells. The Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

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 Licensor.

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

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to ENTACT, LLC, 3129 Bass Pro Drive, Grapevine, Texas 76051 or Halliburton Energy Services, Inc., 3000 N Sam Houston Parkway E, Houston, Texas 77032.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of  
the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LICENSOR:

CITY OF BEAUMONT

LICENSEE:

ENTACT, LLC, agent to owner  
HALLIBURTON ENERGY, INC.

By: \_\_\_\_\_  
Kyle Hayes  
City Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

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

STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of ENACT, LLC

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

RETURN TO:

City of Beaumont  
Antoinette Hardy - Engineering  
P. O. Box 3827  
Beaumont, Texas 77704





# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** October 20, 2015

**REQUESTED ACTION:** Council consider a resolution authorizing the execution of a License to Encroach Agreement with Halliburton Energy Services, Inc. through their agent ENTACT, LLC.

---

## BACKGROUND

The ground water monitoring wells will be being installed by ENTACT, LLC to delineate groundwater contamination. The license will cover two (2) wells encroaching onto the City's right-of-way located 320' north of the intersection of Broad Oak Drive and Voth Road and 150' west of the intersection of southbound Hwy 69 frontage road and Broad Oak.

The request from ENTACT, LLC, the agent, was submitted to all City departments and utility companies with no objections. The City Utilities Department approved the license to encroach with the following conditions: The City has an existing 16" water main on the north side of Broad Oak Drive and a 12" sanitary sewer main on the south side of Broad Oak Drive.

The City of Beaumont will not be responsible for any damage to the monitoring well if the water or sanitary sewer main should ever develop a cavity or due to any repairs to the City mains by City crews. The City of Beaumont shall not be responsible for the repair and replacement of the monitoring wells. The Environmental Contractor will be invoiced for any damages that occur to City water and/or sanitary sewer mains during the installation and/or removal of any of the monitoring wells.

The License Agreement protects the City from liability and provides a thirty (30) day cancellation clause.

## FUNDING SOURCE

There is a one time non-refundable fee of \$500 from ENTACT, LLC for the License to Encroach.

## RECOMMENDATION

Approval of resolution.



Application for License to Encroach  
City of Beaumont, Texas

1. NAME OF APPLICANT: Marty Cox  
ADDRESS: 3129 Bass Pro Drive PHONE: 972-580-1323  
Grapevine, TX 76051

2. AUTHORITY OF APPLICANT: Dr. Shen Wang

3. NAME OF OWNER: Halliburton HSE  
ADDRESS: 3000 N Sam Houston Parkway E PHONE: 281-575-4424  
Houston, TX 77082

LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision)

TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY: one well 320' N of the  
intersection of Broadoak Drive and Voth Road / the second  
150' W of intersection of southbound HWY 69 Frontage + Broadoak Dr.

4. DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED: 4' east side Voth road pavement and 4' S of Broadoak Dr pavement

5. PRESENT USE OF EASEMENT OR RIGHT-OF-WAY (List Utilities if Present):  
none known

6. USE OF EASEMENT OR RIGHT-OF-WAY DESIRED BY OWNER: Installation of two monitor wells

7. ATTACH A MAP OR PLAT DELINEATING THE EASEMENT OR PUBLIC RIGHT-OF-WAY (Dimensioned and to Engineering Scale). PLEASE INCLUDE ALL PERTINENT INFORMATION ON THE MAP:

- i. Distances from edge of pavement or back of curb
- ii. Street names and nearest cross streets
- iii. Side of the street [east, west, north, south]

8. COST TO BE PAID FOR LICENSE TO ENCROACH AT TIME APPLICATION IS SUBMITTED - \$500 SAID COST BEING NON-REFUNDABLE.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Marty Cox  
SIGNATURE

RESOLUTION NO.

WHEREAS, Halliburton Energy Services, Inc., through its agent, ENTACT, LLC, has requested that the City of Beaumont grant a License to Encroach into city-owned property, which is described as being two (2) monitoring wells encroaching on the City's right-of-way located 320' north of the intersection of Broad Oak Drive and Voth Road and 150' west of the intersection of southbound Hwy 69 frontage road and Broad Oak Drive, to the City of Beaumont. The encroachment being two ground water monitoring wells overlapping onto city-owned property as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City staff has expended considerable time and effort in investigating the effect of such encroachment upon the City easement and utilities therein; and,

WHEREAS, it appears that it would be equitable to allow such encroachment at this time;

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

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

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with Halliburton Energy Services, Inc. to encroach into city-owned property, which is described as being two (2) monitoring wells encroaching on the City's right-of-way located 320' north of the intersection of Broad Oak Drive and Voth Road and 150' west of the intersection of southbound Hwy 69 frontage road and Broad Oak Drive, to the City of Beaumont. The encroachment being two (2) proposed ground water

monitoring wells overlapping into city-owned property, as described in Exhibit "A" and shown in Exhibit "B," attached hereto and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of October, 2015.

---

- Mayor Becky Ames -



the cost of which equals or exceeds twenty-five percent (25%) of the market value of the structure either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any portion of the structure commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include any projects or improvements of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to protect the health, safety and welfare of the public, inhabitants, or users of such structure.

In the event the City of Beaumont, by resolution of the City Council, determines it needs the subject property, or any part thereof, for the benefit of the City or to protect the health, safety or welfare of the public, and it terminates this license or any part thereof, Licensee shall not receive any compensation and the City of Beaumont shall not be liable therefore, whether for the value of property taken, damage to the abutting or remaining property or improvement, loss of business or profit, loss of access, or otherwise.

Licensee shall at all times indemnify and hold harmless Licensor and any franchised entity of licensor against, and pay in full, for all claims, losses, damages, law suits, attorney's fees, costs, judgments or expenses, that Licensor and any franchised entity of Licensor may sustain, incur, be required to pay or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of such encroaching structure.

Licensor, and any franchised entity of Licensor, reserves the right to make improvements, perform maintenance and construction to the right-of-way or premises covered by this license where such is deemed necessary for the health, welfare and safety of the community. In doing so, Licensor and any franchised entity of Licensor shall not be liable to Licensee for any damage occasioned thereby and Licensee shall not be entitled to prosecute or maintain a claim against such parties for any such damage sustained by Licensee to said encroaching structure or any abutting or attached structures, improvements or land caused by the removal or alteration of any encroachment. In addition, Licensee shall reimburse Licensor and any franchised entity of Licensor any additional costs resulting from the encroachment.

Licensor will not be responsible for any damage to the monitoring well if the water or sanitary sewer main should ever develop a cavity or due to any repairs to the Licensor mains by Licensor crews. Licensor shall not be responsible for the repair and replacement of the monitoring wells. The Environmental Contractor will be invoiced for any damages that occur to Licensor water and/or sanitary sewer mains during the installation and/or removal of any of the monitoring wells. The Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

Licensee shall not permit trees, shrubs, plants, or any object to be placed on the subject property in such a manner as to obstruct the view of traffic. In addition, Licensor will not be responsible for any damages to the structure if the sewer main should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews.

As part of the consideration for this agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00). Said sum being non-refundable.

This license shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

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 Licensor.

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

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to ENTACT, LLC, 3129 Bass Pro Drive, Grapevine, Texas 76051 or Halliburton Energy Services, Inc., 3000 N Sam Houston Parkway E, Houston, Texas 77032.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of  
the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LICENSOR:  
CITY OF BEAUMONT

LICENSEE:  
ENTACT, LLC, agent to owner  
HALLIBURTON ENERGY, INC.

By: \_\_\_\_\_  
Kyle Hayes  
City Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation.

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

STATE OF TEXAS X

COUNTY OF HARRIS X

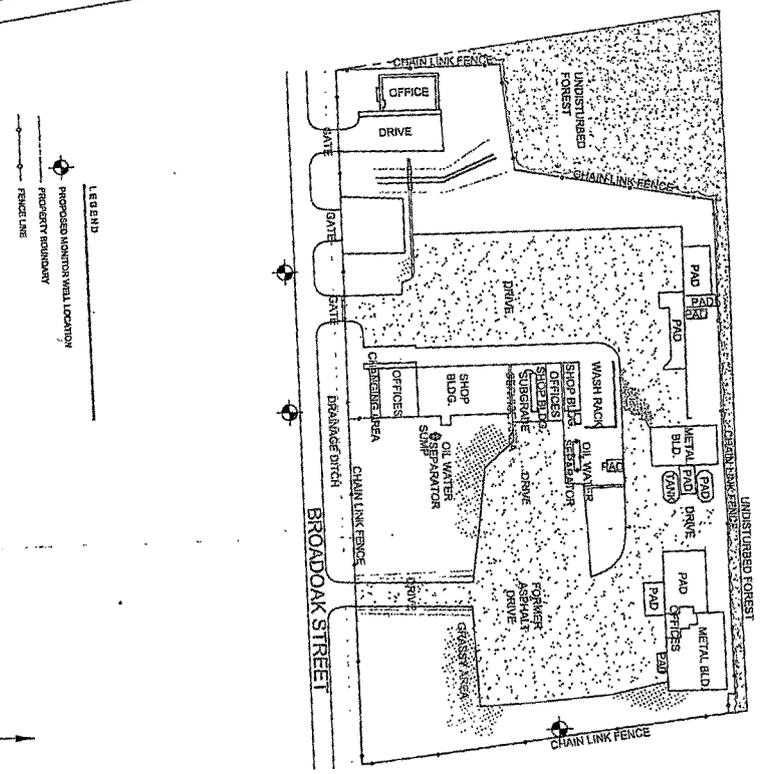
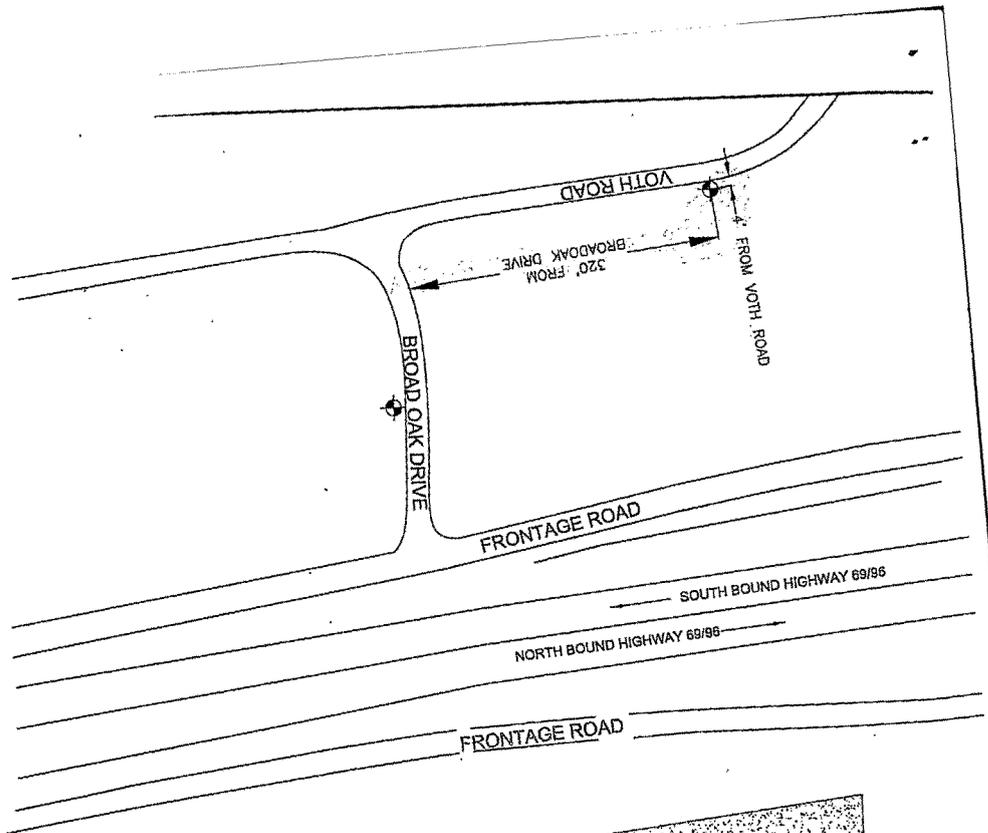
This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of ENTACT, LLC

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

RETURN TO:

City of Beaumont  
Antoinette Hardy - Engineering  
P. O. Box 3827  
Beaumont, Texas 77704

EXHIBIT "B"



**LEGEND**  
 ◆ PROPOSED MONITOR WELL LOCATION  
 — PROPERTY BOUNDARY  
 - - - FENCE LINE



PROPOSED MONITOR WELL LOCATION MAP

NO.	DATE	REVISION	APP.

**HALLIBURTON**  
BEAUMONT, TX

**ENTACT**



# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** October 20, 2015

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to receive funding, on behalf of the City of Beaumont, in the amount of \$208,472.68, from the Department of Homeland Security Grant Program (HSGP).

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## **BACKGROUND**

The Homeland Security Grant Program consists of a number of grant programs, one of which is the State Homeland Security Program (SHSP). Beaumont was awarded \$208,472.68 which is intended to purchase fifty-one (51) ruggedized portable radios with accessories such as cases, chargers and collar microphones and 6 mobile radios to be used in the Police Department. The radios being replaced will be disseminated throughout other departments in the City. No local match is required.

## **FUNDING SOURCE**

Not applicable.

## **RECOMMENDATION**

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to receive funding in the amount of \$208,472.68 through the Department of Homeland Security Grant Program (HSGP) for the purchase of fifty-one (51) ruggedized portable radios with accessories and six (6) mobile radios for use by the Police Department; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding through the Department of Homeland Security Grant Program (HSGP) in the amount of \$208,472.68 for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of October, 2015.

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- Mayor Becky Ames -

# **BEAUMONT**

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS      OCTOBER 20, 2015      1:30 P.M.**

**AGENDA**

**CALL TO ORDER**

- \*      Invocation                      Pledge                      Roll Call
- \*      Presentations and Recognition
- \*      Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- \*      Consent Agenda

**WORK SESSION**

- \*      Review and discuss authorized positions within the Beaumont Police Department

**GENERAL BUSINESS**

1.      Consider amending Section 2.03.075 of the Code of Ordinances to delete three vacant Officer positions and add three Captain positions within the Beaumont Police Department

**WORK SESSION**

- \*      Review and discuss the issuance of Requests for Proposals for the lease or sale of the City's property located at 125 Magnolia (Warehouse Building) and the lease of property described as the northern 3.4 acre portion of 701 Main Street (portion of Civic Center Parking Lot)
- \*      Overview of the Beaumont Municipal Transit System

## **COMMENTS**

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

## **EXECUTIVE SESSION**

- \* Consider matters related to emergency management and disaster planning in accordance with Chapter 418 of the Government Code:

City of Beaumont/Beaumont ISD Mutual Aid Agreement

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.

# **WORK SESSION**

- \* Review and discuss authorized positions within the Beaumont Police Department

**October 20, 2015**

Consider amending Section 2.03.075 of the Code of Ordinances to delete three vacant Officer positions and add three Captain positions within the Beaumont Police Department

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# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

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

**MEETING DATE:** October 20, 2015

**REQUESTED ACTION:** Council consider amending Section 2.03.075 of the Code of Ordinances to delete three vacant Officer positions and add three Captain positions within the Beaumont Police Department.

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## **BACKGROUND**

In the Police Department, the Code of Ordinances currently provides for 198 Officers, 44 Sergeants, 16 Lieutenants, 0 Captains, and 2 Assistant Chiefs.

In order to re-structure the upper staff of the department, Chief Singletary is requesting to delete three currently vacant Grade I Officer positions and add three Grade IV Captain positions. The proposed structure would be as follows: 195 Officers, 44 Sergeants, 16 Lieutenants, 3 Captains, and 2 Assistant Chiefs.

In the future, as Lieutenants are promoted to the new Captain positions, the department intends to remove the vacant Lieutenant positions and replace them with Grade I Officers.

## **RECOMMENDATION**

Approval of amending the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING SECTION 2.03.075 OF THE CODE OF ORDINANCES BY DELETING THREE (3) CURRENTLY VACANT GRADE I OFFICER POSITIONS AND INCREASING THE NUMBER OF GRADE IV CAPTAIN POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM ZERO (0) TO THREE (3); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

Section 1.

That Chapter 21, Section 2.03.075, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to delete three (3) currently vacant Grade I Officer positions in the Beaumont Police Department and increase the number of Grade IV Captain positions in the Beaumont Police Department from zero (0) to three (3).

Section 2.

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

Section 3.

All ordinance or parts of ordinances in conflict herewith, including conflicting portions of the City Budget, are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 20th day of  
October, 2015.

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- Mayor Becky Ames -

# **WORK SESSION**

- \* Review and discuss the issuance of Requests for Proposals for the lease or sale of the City's property located at 125 Magnolia (Warehouse Building) and the lease of property described as the northern 3.4 acre portion of 701 Main Street (portion of Civic Center Parking Lot)

# **WORK SESSION**

- \* Overview of the Beaumont Municipal Transit System