



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS DECEMBER 8, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – November 17, 2015
- * Confirmation of committee appointments

The following citizens would be appointed to the Animal Health Advisory Committee. The terms would commence December 8, 2015 and expire September 30, 2017. (Mayor Becky Ames)

City Veterinarian Dr. John Falgout
City Health Director Sherry Ulmer
City Animal Control Supervisor Matthew Fortenberry
Humane Society Representative Cindy Meyers
City Police Department Representative Jim Clay
Resident at Large Ann Reynolds
Resident at Large Debbie Rogers
Resident at Large Amy Hymel

The following citizens would be appointed to the Community Development Advisory Committee. The terms would commence December 8, 2015 and expire September 30, 2017.

<u>Citizen</u>	<u>Appointed By</u>
Norma Sampson	Mayor Becky Ames
Raymond Ambres	Mayor Becky Ames
Rose Blount	Mayor Becky Ames
David Mulcahy	Councilmember W.L. Pate, Jr.
Pat Anderson	Councilmember W.L. Pate, Jr.
Tom LeTourneau	Councilmember W.L. Pate, Jr.
Coquese Williams	Councilmember Gethrel Williams-Wright
Dora Nisby	Councilmember Gethrel Williams-Wright
Deloris Comeaux Guidry	Councilmember Gethrel Williams-Wright
Kevin Roy	Councilmember Claude Guidroz
Eldon Steward	Councilmember Claude Guidroz
Lynn DeCordova	Councilmember Mike Getz
Connie Berry	Councilmember Mike Getz
Charles Taylor	Councilmember Audwin M. Samuel
Georgine Guillory	Councilmember Robin Mouton
Shederick Evans	Councilmember Robin Mouton
Lee Smith	Councilmember Robin Mouton

The following citizens would be appointed to the Convention and Tourism Advisory Board. The terms would commence December 8, 2015 and expire September 30, 2017.

<u>Citizen</u>	<u>Appointed By</u>
Frank Messina	Mayor Becky Ames
Ann Rothkamm	Mayor Becky Ames
Ava Graves	Mayor Becky Ames
Albert Elder	Mayor Becky Ames
Jake Tortorice	Councilmember W.L. Pate, Jr.
Allen Perkins	Councilmember W.L. Pate, Jr.
Vertress C. Slack	Councilmember Gethrel Williams-Wright
Valerie Linton	Councilmember Gethrel Williams-Wright
Richard James	Councilmember Claude Guidroz
Ryan Smith	Councilmember Claude Guidroz
Arthur E. Berry	Councilmember Mike Getz
George Crawford	Councilmember Mike Getz
Molly J. Dahm. PhD	Councilmember Audwin M. Samuel
Connie Patterson	Councilmember Robin Mouton
Joann Broussard	Councilmember Robin Mouton
Ex-officio Mel Wright	Mayor Becky Ames
Ex-officio Rocky Chase	Mayor Becky Ames
Ex-officio Dr. Richard Leblanc	Mayor Becky Ames

The following citizens would be appointed to the Library Commission. The terms would commence December 8, 2015 and expire September 30, 2017.

<u>Citizen</u>	<u>Appointed By</u>
Martha Hicks	Mayor Becky Ames
Laura Williams-Mason	Councilmember W.L. Pate, Jr.
Mercy Cook	Councilmember Gethrel Williams-Wright
Dora Nisby	Councilmember Claude Guidroz
Donna Forgas	Councilmember Mike Getz
Belinda Taylor	Councilmember Audwin M. Samuel
Larue Smith	Councilmember Robin Mouton
Linda Cooper	Councilmember Mike Getz
Christina Howard	Councilmember W.L. Pate, Jr.

The following citizens would be appointed to the Parks and Recreation Advisory Committee. The terms would commence December 8, 2015 and expire September 30, 2017.

<u>Citizen</u>	<u>Appointed By</u>
Myra Clay	Mayor Becky Ames
Barbara White	Mayor Becky Ames
Steve McGrade	Councilmember W.L. Pate, Jr.
Sherrene Cook	Councilmember W.L. Pate, Jr.
Gwen Ambres	Councilmember Gethrel Williams-Wright
MacArthur English	Councilmember Gethrel Williams-Wright

Citizen

Travis Hefley
Charles E. Heare
Emily Coxe
Clarke Baker
Benny Mendoza
Talsha Davis
Carl Briggs
Joseph Brown

Appointed By

Councilmember Claude Guidroz
Councilmember Claude Guidroz
Councilmember Mike Getz
Councilmember Mike Getz
Councilmember Audwin M. Samuel
Councilmember Audwin M. Samuel
Councilmember Robin Mouton
Councilmember Robin Mouton

The following citizens would be appointed to the Planning and Zoning Commission. The terms would commence December 8, 2015 and expire September 30, 2017.

Citizen

Lynda Kay Makin
Marty Craig
Ava Graves
Lauren Williams-Mason
Sina Nejad
Labonna Spikes
Joris P. Colbert
Eddie Senigaur
Bill Little

Appointed By

Mayor Becky Ames
Councilmember W.L. Pate, Jr.
Councilmember Gethrel Williams-Wright
Councilmember Claude Guidroz
Councilmember Mike Getz
Councilmember Audwin M. Samuel
Councilmember Robin Mouton
Mayor Becky Ames
Mayor Becky Ames

The following citizens would be appointed to the Police Department Community Advisory Committee. The terms would commence December 8, 2015 and expire September 30, 2017.

Citizen

Pastor Dwight Benoit
Sandra Womack
Jesus Abrego
Roy Steinhagen
Jon Reaud
John P. Stafford
Alma Hodge
Glen Johnson
Gene Bush
Karl Duerr
Douglas Rathgeber
Irmalyn Thomas
William Wilson
Rev. Vernon Tubbs
Rev. David Robinson

Appointed By

Mayor Becky Ames
Mayor Becky Ames
Mayor Becky Ames
Councilmember W.L. Pate, Jr.
Councilmember W.L. Pate, Jr.
Councilmember Gethrel Williams-Wright
Councilmember Gethrel Williams-Wright
Councilmember Claude Guidroz
Councilmember Claude Guidroz
Councilmember Mike Getz
Councilmember Mike Getz
Councilmember Audwin M. Samuel
Councilmember Audwin M. Samuel
Councilmember Robin Mouton
Councilmember Robin Mouton

- A) Authorize the City Manager to execute an Industrial District Contract with OCI Beaumont, LLC
- B) Authorize the City Manager to execute an Industrial District Contract with Air Liquide Large Industries U.S., LP
- C) Approve the award of a contract to Reeder Distributors, Inc., of Fort Worth for purchase and installation of one heavy duty hydraulic lift set and accessories for use by the Fleet Management Division
- D) Authorize the City Manager to accept maintenance and authorize final payment to Allco Inc., for the Tennis Clubhouse
- E) Authorize the City Manager to execute an annual agreement with Capital Edge Advocacy, Inc. to provide services as the City of Beaumont's Washington Assistant
- F) Approve the execution of an Air Monitoring Site Agreement with the Texas Commission on Environmental Quality (TCEQ)
- G) Authorize the City Manager to enter into an agreement with Discovery Benefits, Inc., for Flexible Spending Accounts administration
- H) Authorize the City Manager to execute all documents necessary for an agreement between the City of Beaumont and Beaumont Family Practice Associates
- I) Authorize the City Manager to sign a Memorandum of Understanding with the Area Agency on Aging related to the 2-1-1 Area Information Center
- J) Authorize the City Manager to execute all documents necessary, specifically a Memorandum of Understanding, between the Office of the Attorney General of Texas and the Police Department
- K) Approve a resolution casting the City's four hundred and forty seven (447) votes for C. L. Sherman to the Board of Directors of the Jefferson County Appraisal District
- L) Authorize the acceptance of a ten foot wide Exclusive Water Line Easement located at 4235 Eastex Freeway
- M) Authorize Ambu-Care Trans, LLC, DBA Ambu-Care Trans to operate an ambulance transport service in the city limits of Beaumont

RESOLUTION NO.

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

THAT the following appointments be made to the Animal Health Advisory Committee.

The term would commence December 8, 2015 and expire September 30, 2017.

City Veterinarian Dr. John Falgout
City Health Director Sherry Ulmer
City Animal Control Supervisor Matthew Fortenberry
Humane Society Representative Cindy Meyers
City Police Department Representative Jim Clay
Resident at Large Ann Reynolds
Resident at Large Debbie Rogers
Resident at Large Amy Hymel

; and,

BE IT FURTHER RESOLVED THAT the following appointments be made to the
Community Development Advisory Committee. The term would commence December
8, 2015 and expire September 30, 2017.

Norma Sampson	Kevin Roy
Raymond Ambres	Eldon Steward
Rose Blount	Lynn DeCordova
David Mulcahy	Connie Berry
Pat Anderson	Charles Taylor
Tom LeTourneau	Georgine Guillory
Coquese Williams	Shederick Evans
Dora Nisby	Lee Smith
Deloris Comeaux Guidry	

; and,

BE IT ALSO RESOLVED THAT the following appointments be made to the
Convention and Tourism Advisory Board. The term would commence December 8,
2015 and expire September 30, 2017.

Frank Messina
Ann Rothkamm
Ava Graves
Albert Elder
Jake Tortorice
Allen Perkins
Vertress C. Slack
Valerie Linton
Richard James

Ryan Smith
Arthur E. Berry
George Crawford
Molly J. Dahm. PhD
Connie Patterson
Joann Broussard
Ex-officio Mel Wright
Ex-officio Rocky Chase
Ex-officio Dr. Richard Leblanc

; and,

BE IT ALSO RESOLVED THAT the following appointments be made to the Library Commission. The term would commence December 8, 2015 and expire September 30, 2017.

Martha Hicks
Laura Williams-Mason
Mercy Cook
Dora Nisby
Donna Forgas

Belinda Taylor
Larue Smith
Linda Cooper
Christina Howard

; and,

BE IT ALSO RESOLVED THAT the following appointments be made to the Parks and Recreation Advisory Committee. The term would commence December 8, 2015 and expire September 30, 2017.

Myra Clay
Barbara White
Steve McGrade
Sherrere Cook
Gwen Ambres
MacArthur English
Travis Hefley

Charles E. Heare
Emily Coxe
Clarke Baker
Benny Mendoza
Talsha Davis
Carl Briggs
Joseph Brown

; and,

BE IT ALSO RESOLVED THAT the following appointments be made to the Planning and Zoning Commission. The term would commence December 8, 2015 and

expire September 30, 2017.

Lynda Kay Makin
Marty Craig
Ava Graves
Lauren Williams-Mason
Sina Nejad

Labonna Spikes
Joris P. Colbert
Eddie Senigaur
Bill Little

; and,

BE IT ALSO RESOLVED THAT the following appointments be made to the Police Department Community Advisory Committee. The term would commence December 8, 2015 and expire September 30, 2017.

Pastor Dwight Benoit
Sandra Womack
Jesus Abrego
Roy Steinhagen
Jon Reaud
John P. Stafford
Alma Hodge
Glen Johnson

Gene Bush
Karl Duerr
Douglas Rathgeber
Irmalyn Thomas
William Wilson
Rev. Vernon Tubbs
Rev. David Robinson

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BEAUMONT
— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with OCI Beaumont, LLC.

BACKGROUND

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

The City currently has a contract with OCI Beaumont, LLC (formerly Pandora Methanol) that will expire December 31, 2015. The new contract will be effective January 1, 2016. OCI Beaumont is the sister company of Natgasoline LLC, both being owned by OCI N.V. Natgasoline is constructing a new methanol plant. In conjunction with that project, OCI Beaumont has an ongoing project that began under the existing agreement and includes increasing capacity to produce methanol and ammonia, as well as a new flaring system, and equipment to curb emissions, energy consumption and waste water. All new construction related to this project will be abated at 100% through 2024, which is the same term in the City's agreement with Natgasoline. The existing property will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2019 and 75% of property taxes due to the City in 2020 through 2024. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment is \$745,000.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with OCI Beaumont, LLC. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "City," and OCI Beaumont, LLC, a Texas Limited Liability Corporation, hereinafter called "Company."

PREAMBLE

WHEREAS, City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of City, such industrial district being known as City of Beaumont Industrial District (the "District").

WHEREAS, Company and/or its Affiliates (as hereinafter defined) owns and/or leases land and improvements which are part of the manufacturing and industrial facilities of Company and/or its Affiliates located within District, such land and improvements being more particularly described in Exhibit "A" attached hereto (the "Property").

WHEREAS, Company recognizes the benefits of this Agreement and an obligation to contribute to the revenue needs of said City in an amount commensurate

with the burdens placed upon City and benefits derived by Company by reason of being located immediately adjacent to City.

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

WHEREAS, City desires to encourage the addition of new improvements to the Company's property located within the City of Beaumont Industrial District;

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

ARTICLE I
COMPANY'S OBLIGATION

1. Company has committed to constructing additional improvements to existing facilities, including increased capacity to produce methanol and ammonia as well as a new flaring system, and equipment to curb emissions, energy consumption and waste water. This project is related to the construction of a new methanol plant by Natgasoline LLC, the sister company of OCI Beaumont LLC. Such new construction and improvements will be abated at 100% through 2024.

2. The abatement does not include the value of the existing property described in Exhibit "A." The Company shall be responsible for the payment of ad valorem taxes based upon the existing value of the property and improvements currently existing in Exhibit "A" as determined by the Jefferson County Appraisal District. The Company shall notify City in writing at least thirty (30) days prior to the date construction is scheduled to commence.

2. Company will make an annual payment to City on or before February 1st of each such year computed based on 100% of the Assessed Value of the Company's facilities and property, real, personal, and mixed, located on Company's land covered by this Agreement (herein "the property") as provided herein (the "Annual Payment") . Upon expiration of the abatement period, the Annual Payment shall include all property covered by this Agreement.

3. "Assessed Value" means the 100% valuation of existing company property as determined by the Jefferson County Appraisal District for the previous tax year.

4. "Assumed City Taxes Due" means the number obtained by the following formula:

$$\frac{\text{Assessed Value Less Improvement Value Subject to Abatement}}{\text{Current City Tax Rate}} = \text{Assumed City Tax Due}$$

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

6. (a) As to the property that was the subject of and described in the agreement between City and Pandora Methanol dated December 15, 2011, incorporated herein as Exhibit A, payments shall be:

For years 2016 through 2019, the payment shall equal 80% of the Assumed City Taxes Due.

For years 2020 through 2024, the payment shall equal 75% of the Assumed City Taxes Due.

(b) As to those improvements described in Paragraph 1, above, the company will receive a 100% abatement of all Assumed City Taxes Due for years 2016-2024.

City shall bill Company for payments due hereunder on or before January 1 each year. Company shall pay to City the amount billed on or before February 1 each year. Upon receiving the final payment, the Finance Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to City had Company been in the city limits of City will be recaptured and paid to City within 60 days of any such event.

ARTICLE II
PROPERTY COVERED BY AGREEMENT

This Agreement will reflect the intention of the parties hereto that this Agreement shall govern and affect the properties of Company and/or its Affiliates (facilities, real, personal, and mixed) located on the Property more particularly described in Exhibit "A", which are within the extra-territorial jurisdiction of the City of Beaumont. "Affiliates" shall mean any entity owned entirely or in part by Company.

ARTICLE III
SALE BY COMPANY

(a) Company shall notify City of any sale of any or all of Company's facilities to any person or entity. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to City as provided under this Agreement. Accordingly, and as to payments due under this Agreement, no such sale shall reduce the amount due City under this Agreement until the purchaser of such facility has entered into a contract in lieu of taxes with City that provides for a continuation of like payments to City.

(b) Company shall have the right to assign, transfer or convey all, or any part of, its rights, title and interest in the Agreement in connection with any transfer or conveyance of title to all or any part of the properties subject to this Agreement to any person or entity at any time of this Agreement; provided, however, that Company shall provide City with written notice of such assignment. Company shall be relieved of its

obligations under this Agreement to the extent that an assignee expressly assumes Company's obligations in a written instrument binding such assignee to City. Subject to the preceding, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ARTICLE IV
CITY'S OBLIGATIONS

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

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

(b) In the event any municipality other than the City attempts to annex separately or in the event the creation of any new municipality shall be attempted so as to include within its limits any land which is the subject matter of this Agreement, City

shall, with the approval of Company, seek immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all costs of such action being borne equally by the City and by the said Company or companies with Company's portion allocated on the basis of Assessed Values.

2. The City further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this Agreement or any renewals thereof, City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V **TERMINATION FOR BREACH**

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the

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

ARTICLE VI **AFFILIATES**

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

fifty percent (50%) of the stock having the right to vote for the election of directors of Company.

ARTICLE VII
TERM OF AGREEMENT

The term of this Agreement shall be for nine (9) years, expiring December 31, 2024.

NOTICES

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

TO CITY

City of Beaumont
Attn: City Manager
801 Main Street
Beaumont, Texas 77704

TO COMPANY

OCI Beaumont LLC
Attn: President/CEO
PO Box 1647
Nederland, Texas 77627

IN WITNESS THEREOF, this Agreement, consisting of nine pages plus Exhibit "A" is executed in duplicate counterparts as of this ____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

OCI BEAUMONT, LLC

By: _____
Frank Bakker
President/CEO

ATTEST:

- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 2nd day of December, 2013.
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of December, 2013.



[Signature]

 JEFF R. BRANICK
 County Judge

[Signature]

 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

[Signature]

 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

[Signature]

 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

[Signature]

 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4

TRACT I (Fee Simple)

BEING a 4.6344 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being the remainder of Lots 8, 9, & 10 of the Resubdivision of the Daniel Lewis Land in the Phelam Humphry League as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas and also being all of that certain called 4.6453 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 4.6344 acre tract, identified as TRACT ONE, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 4.6344 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northerly line of the said Lot 8 and the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 44°20'08" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 714.22 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of that certain called 4.960 acre tract of land, identified as Tract Two, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°24'51" WEST, for the boundary between the tract herein described and the said 4.960 acre Deep South Crane & Rigging Co. tract, for a distance of 432.78 feet to a 1/2" iron rod found for corner, said corner being the most Westerly corner of the said 4.960 acre Deep South Crane & Rigging Co. tract, the most Northerly corner of that certain called 0.846 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas and also being the most Easterly corner of that certain called 0.2153 acre tract of land as described in a "Warranty Deed" from MKC Energy Investments, Inc. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2004003596, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°55'06" WEST, for the boundary between the tract herein described and the said 0.2153 acre Deep South Crane & Rigging Co. tract, for a distance of 114.58 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347, and said corner also being the beginning of a curve to the right having a radius of 410.58 feet and being subtended by a chord bearing NORTH 37°01'37" EAST with a chord length of 120.77 feet;

THENCE NORTHEASTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 121.21 feet to a Texas Department of Transportation concrete monument (broken) found for corner;

THENCE NORTH 46°02'51" EAST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 58.28 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°11'29" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 247.57 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE SOUTH 46°33'32" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 30.50 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°17'20" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 339.48 feet to a 5/8" iron rod found for corner, said corner being in the common line between the said Lot 8 and Lot 1 of the said Resubdivision of the Daniel Lewis Land;

THENCE NORTH 45°43'05" EAST, for the boundary between the said Lots 1 and 8, for a distance of 230.50 feet to the POINT OF BEGINNING and containing 4.6344 ACRES, more or less.

TRACT II (Fee Simple)

BEING a 21.1268 acre tract or parcel of land situated in the Phelan Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 62.71 acre tract of land as described in a "Warranty Deed" by J.T. Shelby to Texas Gulf Sulphur Company as recorded in Volume 812, Page 470, Deed Record, Jefferson County, Texas and also being all of that certain called 21.1253 acre tract, identified as Tract Two, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 21.1268 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°05'45" WEST, for the boundary between the tract herein described and the said 20.0281 acre TX ENERGY, LLC tract, for a distance of 1203.93 feet to a 1/2" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347 and being the most Westerly corner of the said 20.0281 acre TX ENERGY, LLC tract and said corner also being the beginning of a curve to the right having a radius of 3685.83 feet and being subtended by a chord bearing

NORTH 35°50'30" WEST with a chord length of 621.42 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 622.16 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to right having a radius of 1910.08 feet and being subtended by a chord bearing NORTH 29°42'58" WEST with a chord length of 81.50 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve with a curve, for an arc length of 81.51 feet to a 1/2" iron rod found for corner, said corner being in the Southeasterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 47°37'34" EAST, along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 583.89 feet to a 5/8" iron rod found for corner;

THENCE NORTH 02°27'15" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 532.70 feet to a 5/8" iron rod found for corner;

THENCE NORTH 47°09'58" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 119.76 feet to a 5/8" iron rod found for corner, said corner also being in the Westerly right-of-way line of the said Kansas City Southern Railroad;

THENCE SOUTH 44°19'05" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 1065.14 feet to the POINT OF BEGINNING and containing 21.1268 ACRES, more or less.

TRACT III, Parcel A (Fee Simple)

BEING a 5.8766 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 5.8735 acre tract of land, identified as Tract Three-A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 5.8766 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates ".

BEGINNING at a "T" nail found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 3.1638 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 04°31'42" EAST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 225.31 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 41°37'56" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 485.69 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 10°09'26" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 230.28 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 45°26'32" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 3.82 feet to a 5/8" iron rod set for corner, said corner also being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 1292.67 feet to a 5/8" iron rod set for corner, said corner being in the Northwest line of the said Phelam Humphry League;

THENCE NORTH 45°28'30" EAST, along and with the Northwest line of the said Phelam Humphry League, for a distance of 299.95 feet to the POINT OF BEGINNING and containing 5.8766 ACRES, more or less.

TRACT III, Parcel B (Fee Simple)

BEING a 23.5668 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 23.5505 acre tract, identified as Tract Three -B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Triangle Rallyard, L.P. as recorded in Clerk's File No. 1999043482, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real

Property, Jefferson County, Texas, said 23.5668 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at a "T" rail found for the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the said 5.8766 acre and the said 3.1638 acre TX ENERGY, LLC tracts, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 44°09'59" EAST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 156.02 feet to a 5/8" iron rod found for the most Northerly corner and the POINT OF BEGINNING of the tract herein described, said corner also being an exterior oil corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 44°20'33" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 192.5857 acre TX ENERGY, LLC tract and also being the most Westerly corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°19'21" EAST, for the boundary between the tract herein described and the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2715.60 feet to a 2" iron pipe found for corner, said corner being in the North line of the McFaddin Canal No. 2 as recorded on Partition Map No. 1 of the McFaddin-Wiess- Kyle Land Co. as recorded in Volume 4, Page 198, Map Records, Jefferson County, Texas;

THENCE SOUTH 86°54'33" WEST, along and with the North line of the McFaddin Canal No. 2, for a distance of 399.19 feet to a 5/8" iron rod found for corner, said corner being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 3058.46 feet to a 5/8" iron rod found for corner, said corner being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE NORTH 45°26'32" EAST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 56.38 feet to a 5/8" iron found for corner;

THENCE NORTH 10°09'26" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 311.77 feet to a 5/8" iron rod found for corner;

THENCE NORTH 41°37'56" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 480.20 feet to a 5/8" iron rod found for corner;

THENCE NORTH 04°43'06" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 71.72 feet to the POINT OF BEGINNING and containing 23.5668 ACRES, more or less.

TRACT IV, Parcel A (Fee Simple)

BEING a 22.8591 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Jefferson County, Texas, the same being a portion of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camella B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and also being all of that certain called 22.8199 acre tract of land, identified as Tract Four-A as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 22.8591 acre tract, identified as TRACT FOUR A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 22.8591 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as

recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 89°56'43" WEST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, and for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 100.13 feet to a 5/8" iron rod found for the Southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE NORTH 89°56'31" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 382.40 feet to a 1" iron pipe found for corner;

THENCE NORTH 89°52'32" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 496.09 feet to a 1" iron pipe found for corner, said corner also being an exterior ell corner of that certain called 318.35 acre tract of land as described in a "Corrected Sheriffs Deed" from G. Mitch Woods, Sheriff of Jefferson County, Texas, to LaMonica Ltd. as recorded in Clerk's File No. 2003038403, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 01°20'03" EAST, for the boundary between the tract herein described and the said 318.35 acre LaMonica Ltd. tract, for a distance of 995.53 feet to a 1" iron pipe found for corner, said corner being in the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 70°27'51" EAST, along and with the South line of the said Canal, for a distance of 198.41 feet to a 1" iron pipe found for corner;

THENCE NORTH 72°45'38" EAST, continuing along and with the South line of the said Canal, for a distance of 324.39 feet to a 5/8" iron rod found for corner;

THENCE NORTH 82°00'17" EAST, continuing along and with the South line of the said Canal, for a distance of 400.87 feet to a 5/8" iron rod set for corner, said corner being the intersection of the South line of the said Canal and the West line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 01°48'50" WEST, along and with the West line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1215.58 feet to the POINT OF BEGINNING and containing 22.8591 ACRES, more or less.

TRACT IV, Parcel B (Fee Simple)

BEING a 121.3652 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Pierre Lemane Survey, Abstract No. 163 and the W.P.H. McFaddin Survey, Abstract No. 689,

Jefferson County, Texas, and out of and part of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and being out of and part of that certain called 123.9203 acre tract of land, identified as Tract Four B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being out of and part of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 121.3652 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M.W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 01°48'50" EAST, along and with the East line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1228.38 feet to a 5/8" iron rod found for corner, said corner being the intersection of the said 100 foot wide Texas Department of Transportation drainage ditch and the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 84°30'51" EAST, along and with the South line of the said Canal, for a distance of 5095.88 feet to a 1" iron pipe found for corner, said iron pipe being located the old bank of the Neches River;

THENCE SOUTH 25°57'41" EAST, along and with the old bank of the Neches River, for a distance of 1148.77 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of that certain called 0.7526 acre tract of land as described in a "Special Warranty Deed" from Chevron U.S.A. Inc. to TX ENERGY, LLC as recorded in Clerk's File No. 2009011357, Official Public Records of

Real Property, Jefferson County, Texas, the same being the Northeast corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°55'27" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 644.65 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 201.22 feet to a point for corner, and said corner being the Northeast corner of the said 192.5857 acre TX ENERGY, LLC tract and in the common line between the W.P.H. McFaddin Survey and the said Phelam Humphry League;

THENCE NORTH 89°08'02" WEST, for the boundary between the tract herein described and the remainder of the said 192.5857 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said W. P.H. McFaddin Survey, the said Pierre Lemane Survey and the said Jeff and James Chaison Survey, for a distance of 4571.06 feet to a point for corner (unable to find or set corner), said corner being an exterior ell corner of the remainder of the said 192.5857 acre TX ENERGY, LLC tract and also an exterior ell corner of the said Phelam Humphry League and an interior ell corner of the said Jeff and James Chaison Survey;

THENCE SOUTH 00°37'20" WEST, for the boundary between the tract herein described and the said 192.5857 acre T tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey for a distance of 550.66 feet to the POINT OF BEGINNING and containing 121.3652 ACRES, more or less.

TRACT V, Parcel A (Fee Simple)

BEING a 3.1638 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being a portion of the 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas, and also being all of that certain called 3.1656 acre tract of land, identified as Tract Five A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 3.1638 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST, All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at a "T" rail found for the most Westerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County,

Texas, also being the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°28'30" EAST, along and with the Northwesterly line of the said Phelam Humphry League, for a distance of 672.47 feet to a 5/8" iron rod found for corner, said corner being in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°58'31" WEST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 161.21 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 23°40'34" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 448.39 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 04°30'21" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 218.62 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of the said 300 foot strip and also being an exterior ell corner of the said 5.8766 acre TX ENERGY, LLC tract;

THENCE NORTH 44°20'52" WEST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 5.8766 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to the POINT OF BEGINNING and containing 3.1638 ACRES, more or less.

TRACT V, Parcel B (Fee Simple)

BEING a 171.2645 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas and being all of that certain called 203,2524 acre tract of land, identified as Tract Five B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 10.6679 acre tract of land as described in a "Special Warranty Deed" from Palmera Properties, Inc. to Martin Gas Sales, Inc. as recorded in Clerk's File No. 98-9814112, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, save and except a portion of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas said 171.2645 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 00°37'20" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, for a distance of 550.66 feet to a point for corner (unable to find or set corner), said corner being an interior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°08'02" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, the Pierre Lemane Survey, Abstract No. 163 and the W. P.B.L McFaddin Survey, Abstract No. 689, Jefferson County, Texas, for a distance of 4571.06 feet to a point for corner, said corner being in the West line of the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1004.19 feet to a 5/8" iron rod with a cap stamped "M. W. Whiteley & Associates", said corner being in the North line of the remainder of that certain called 461.42 acre tract, identified as TRACT A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the remainder of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract, passing at a distance of 1326.31 feet a found 3" aluminum pipe, passing at a distance of 1738.01 feet a 3" aluminum pipe and continuing for a total distance of 2202.70 feet to a 5/8" iron rod found for corner, said corner also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract and the Northwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°25'18" WEST, continuing for the boundary between the tract herein described and the Northwesterly line of the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas and said corner also being in the Northeasterly line of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 44°20'33" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of the said 23.5668 acre TX ENERGY, LLC tract and also

being in the Easterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 04°26'05" WEST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 313.59 feet to a 5/8" iron rod found for corner;

THENCE NORTH 23°40'23" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 442.57 feet to a 5/8" iron rod found for corner;

THENCE NORTH 01°56'02" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 285.61 feet to a 5/8" iron rod found for corner, said corner being in the Northwesterly line of the Phelam Humphry League;

THENCE NORTH 45°21'25" EAST, along and with the Northwesterly line of the Phelam Humphry League, for a distance of 566.11 feet to the POINT OF BEGINNING and containing 181.9324 acres, more or less save and except the above referenced 10.6679 acre Martin Gas Sales, Inc. thereby leaving a net acreage of 171.2645 acres, more or less.

TRACT VI, PARCEL A (Fee Simple)

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 461.42 acre tract of land, identified as tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from Oil Tanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Westerly corner of the tract herein described, said corner also being the most Southerly corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre TX ENERGY, LLC tract and also being an exterior ell corner of the said 461.42 acre Oil Tanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, for the boundary between the tract herein described and the said

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 49°57'07" EAST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 118.98 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 2235.32 feet to a 5/8" iron rod found for corner, said corner being in the Northeast line of said 23.5668 acre TX ENERGY, LLC tract;

THENCE NORTH 44°19'21" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 400.00 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.

TRACT VI, Parcel B (Easement Estate)

BEING a 0.3818 acre pipeline right-of-way and easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, being out of and part of that certain called 2.440 acre tract of land, also identified as TRACT D, Save and Except that certain called 0.332 acres lying within the Kansas City Southern railroad 100' wide strip, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 20050069725 Official Public Records of Real Property of Jefferson County, Texas, and being out of and part of that certain called 6.4 acre tract of land, also identified as TRACT B, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2005006972, Official Public Records of Real Property, Jefferson County, Texas, said 0.3818 acre pipeline right-of-way and easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 20070474160 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 5/8" iron rod found for the most Southwesterly corner of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Northeast right-of-way line of Kansas City Southern Railroad (based on a width of 100 feet), and also said corner being an exterior ell corner of said OilTanking Beaumont Partners, L.P. Tract D;

THENCE NORTH 86°54'33" EAST, for the boundary between said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 85.00 feet to the most Westerly corner and the POINT OF BEGINNING of the tract therein described;

THENCE NORTH 86°54'33" EAST, continuing for the boundary between the said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 100.00 feet to a point for corner;

THENCE SOUTH 44°19'21" EAST, over and across the said OilTanking Beaumont Partners, L.P. TRACT D and TRACT E for a distance of 238.25 feet to a point for corner, said corner being in the most

Westerly North line of that certain called 46.796 acre tract of land, also identified as TRACT ONE, as described in a deed from E. I. DU PONT DE NEMOURS AND COMPANY to EASTMAN CHEMICAL COMPANY as recorded in Clerk's File No. 2007038287, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 81°14'31" WEST, for the boundary between the said OilTanking Beaumont Partners, L.P. TRACT E and the said Eastman Chemical Company 46.796 acre tract for a distance of 125.20 feet;

THENCE NORTH 44°19'21" WEST, over and across the said OilTanking Beaumont Partners, L.P. TRACT E and TRACT D for a distance of 204.06 feet to the POINT OF BEGINNING and containing 0.3818 ACRES, more or less.

TRACT VI, Parcel C (Easement Estate)

BEING a 1.2396 acre road easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 27.18 acre tract of land, identified as Tract B, as described in a "Special Warranty Deed" form BP Pipelines (North America) Inc. to Oil Tanking Beaumont Partners, L.P, as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, said 1.2396 acre road easement being more particularly described as follows:

NOTE: All hearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 2" iron pipe found for the North corner of said OilTanking Beaumont Partners, L.P. tract, said corner being the most Easterly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roobuck Family Partnership, LTD. to TX Energy, LLC. as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Southwesterly right-of-way line of Kansas City Southern Railroad (bases on a width of 100 feet);

THENCE SOUTH 44°18'38" EAST, along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 429.22 feet to a point for the most Northerly corner and the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 44°18'38" EAST, continuing along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 50.00 feet to point for corner;

THENCE SOUTH 45°27'11" WEST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1071.13 feet to a point for corner, said corner being in the Northeasterly right-of-way line of State Highway 347;

THENCE NORTH 63°42'49" WEST, along and with the Northeasterly right-of-way line of the said State Highway 347 for a distance of 52.93 feet to a point for corner;

THENCE NORTH 45°27'11" EAST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1088.71 feet to the POINT OF BEGINNING and containing 1.2396 ACRES, more or less.

TRACT VII, Parcel A (Fee Simple)

BEING 46.8010 Acres of land described and being out of and a part of those certain tracts deed to E. I. du Font de Nemours and Company more fully described as 3.224 acres described as McFaddin Access Strip No. 1, 3.189 acres described as Weiss Access Strip, 124.708 acres recorded in Volume 845, Page 63, 23.70 acres recorded in Volume 1865, Page 58, 10.270 acres recorded in Volume 1865, Page 68, 23.70 acres described as Tract "A" recorded in Volume 1865, Page 120 and 10.270 acres recorded in Volume 1865, Page 128 of the Deed Records of Jefferson County, Texas. Said 46.796 acres of land also being a part of the DuPont-Beaumont Industrial Site No. 1 Subdivision recorded in Volume 15, Page 4 of the Map Records and part of the DuPont-Beaumont Works Industrial park Subdivision recorded in Clerk's File No. 2006048240 and being Lot 4 of the Replat of DuPont-Beaumont Industrial Site No. 1 in Clerk's File No. 2007037934 of the said Jefferson County and being situated in the Pelham Humphries League, Abstract No. 32, and the J. S. Johnston Survey, Abstract No. 34, Jefferson County, Texas.

TRACT VII, PARCEL B (Easement Estate) – Beaumont-Dupont:

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Font de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Font de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

TRACT VIII (Fee Simple) - DELETED**TRACT IX (Fee Simple)**

BEING a 20.0281 acre or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731390, Official Public Records of Real Property, Jefferson County, Texas, the same being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Suzanne R. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731389, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas said 20.0281 acre tract being more particularly described as follows:

NOTE: All bearing are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Martine, L. P., as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST

BEGINNING at a 2" iron pipe found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of the remainder of that certain called 27.18 acre tract of land, identified as TRACT B, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P., as recorded in Clerk's File No. 2001014848, Official Public

Records of Real Property, Jefferson County, Texas and in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°02'52" WEST, for the boundary between the tract herein described and the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1188.10 feet to a small nail in concrete at the base of a fence post found for corner, said corner being the most Westerly corner of the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract and in the Northeasterly right-of-way line of State Highway No. 347;

THENCE NORTH 48°06'40" WEST, along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 248.11 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to the right having a radius of 3685.93 feet and being subtended by a chord bearing NORTH 44°16'27" WEST having a chord length of 477.60 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 477.94 feet to a 1/2" iron rod found for corner, said corner being the most Southerly corner of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°05'45" EAST, for the boundary between the tract herein described and the said 21.1268 acre TX ENERGY, LLC tract for a distance of 1203.93 feet to a 5/8" iron rod found for corner, said corner being the most Easterly corner of the said 21.1268 acre TX ENERGY, LLC tract and in the Westerly right-of-way line of the Kansas City Southern Railroad;

THENCE SOUTH 44°20'18" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 723.78 feet to the POINT OF BEGINNING and containing 20,0281 ACRES, more or less.

TRACT X Parcel A (Fee Simple)

Lot One (1) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 12.8175 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to B. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 12.8175 acre tract being sometimes also known as Lot No. 1 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel B (Fee Simple)

Lot Two (2) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 13.5247 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to B. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 13.5237 acre tract being sometimes also known as Lot No. 2 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel C (Easement Estate)

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Pont de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Pont de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

- 10 h2. Right of way/assessant recorded in Vol. 84 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lester. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h3. Right of way/assessant recorded in Vol. 88 page 84 Deed Records of Jefferson County, Texas, originally in favor of Buhne Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h4. Right of way/assessant recorded in Vol. 89 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.H. Wills. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h5. Right of way/assessant recorded in Vol. 81 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Bion, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h6. Right of way/assessant recorded in Vol. 81 page 148 Deed Records of Jefferson County, Texas, originally in favor of Michigan Waxmud Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h7. Right of way/assessant recorded in Vol. 81 page 488 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Fuel Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h8. Right of way/assessant recorded in Vol. 213 page 838 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h9. Right of way/assessant recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h10. Right of way/assessant recorded in Vol. 300 page 328 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h11. Right of way/assessant recorded in Vol. 878 page 641 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 h12. Right of way/assessant recorded in Vol. 888 page 810 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utility Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h13. Right of way/assessant recorded in Vol. 925 page 544 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Pipe Line. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h14. Right of way/assessant recorded in Vol. 927 page 424 Deed Records of Jefferson County, Texas, originally in favor of United Gas Pipeline Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h16. Right of way/assessant recorded in Vol. 939 page 368 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h18. Right of way/assessant recorded in Vol. 938 page 559 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h17. Right of way/assessant recorded in Vol. 1485 page 214 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h18. Right of way/assessant recorded in Vol. 1482 page 137 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utility Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h19. Right of way/assessant recorded in Vol. 1549 page 344 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h20. Right of way/assessant recorded in Vol. 1721 page 330 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h21. Right of way/assessant recorded in Vol. 1859 page 271 Deed Records of Jefferson County, Texas, originally in favor of United Texas Transmission. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h22. Right of way/assessant recorded in Vol. 1899 page 81 Deed Records of Jefferson County, Texas, originally in favor of Exxon Pipeline Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h23. Right of way/assessant recorded under County Clerk's File Code No. 100-37-0508 Real Property Records of Jefferson County, Texas, originally in favor of Union Carbide Corporation. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h24. Right of way/assessant recorded under County Clerk's File Code No. 101-25-0742 Real Property Records of Jefferson County, Texas, originally in favor of Carbon Dioxide Technology Corporation and/or LJI Properties, Inc. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h25. Unintended, if any, an access to, ingress to and/or egress from the subject premises arising from location of railroad right of way between the land and Texas State Hwy. 347, and/or arising from actual access to, ingress to and/or egress from the subject property being by virtue of private roads/rolled access provided by Crossing Agreement recorded in Volume 878, Page 434 Deed Records Jefferson County, Texas, executed by Kansas City Southern Railway Company to Ed. Dupont de Nemours and Company and by Declaration executed by Ed. Dupont de Nemours and Company as recorded under File Code No. 104-01-0533 Real Property Records of Jefferson County, Texas, and as described by Dedication Note on plat recorded in Vol. 18 page 4 of the Map Records of Jefferson County, Texas.
- 10 h28. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by Ed. Dupont de Nemours and Company as recorded under File Code No. 104-01-0533 Real Property Records of Jefferson County, Texas. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT No. 44-901-80-200222. Dated January 21, 2000

SITE RESTRICTIONS:**Setbacks:**

Front N/A
 N/A
 N/A
 Height None
 None
 Zone None

There are no site restrictions or zoning information in the unincorporated limits of Jefferson County, Texas as per the ^{Said} Jefferson County Engineer's Department.
 (409) 835-8584

Call:

Basis of Bearing

The bearing N 45°58'29" E being the Southwest line of the subject tract, called 1.5445 acres, known as Lot 3 of the DuPont-Beaumont Industrial Site No. 2 Subdivision of record in Volume 17 on Page 394 of the Map Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said Southwest line being designated in said description as N 45°58'29" E 235.11'.

obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

There is no visible evidence of cemeteries on subject properties.

Flood Note:

By graphia plotting only, this property is in Zone AB of the Flood Insurance Rate Map, Community Panel No. 480385 0170 C, which bears an effective date of 11-20-1991. No portion of the subject property lies within a Special Flood Hazard Area, as described on the Flood Insurance Rate Map for the community in which the subject property is located. No field surveying was performed to determine this Zone and an Elevation Certificate may be needed to verify this determination or apply for variance from the Federal Emergency Management Agency.
 Zone AB denotes a special flood zone hazard area.

PERMIT ENCROACHMENTS

The subject property, encroachment to a Front Site.

AREA:

13.823 Acres
600,076 Square Feet Total

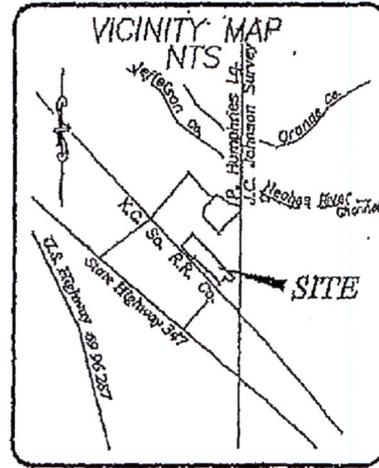
Parking Stalls

7 Standard Stalls
8 Handicap Stalls
0 Reserved Stalls

Books of Bedding

The bearing S 44°07'00" E being the northeast line of the within 13.824 acre tract of land of record in Volume 823 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Books of Bedding" for the survey. Said northeast line being designated in said description as S 44°07'00" E, 1,878.00'.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT ESTIMATED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT No. 01H-DCM-01H10506025R, dated December 7, 2010



Abstract No. 32 in Jefferson County, Texas, being Lot 1 out of and a portion of that certain 74,867 acre tract of land known as Lot 3, out of DuPont-Beaumont Industrial Sites Subdivision of record in Volume 15 on Page 4 of the Deed Records of Jefferson County, Texas, said 12.826 acres being more particularly described by metes and bounds, as follows:

Beginning at a 1/2" Rod w/cap marking on interior point within the said Lot 3, and being south corner of the herein described tract;

Thence along the courses and distances over and across the said Lot 3 with the property lines of the herein described tract to an interior corner of the said Lot 3:

- 1) Thence N 44°07'00" W (bearing basis), 581.96' (call 582.00') to a 1/2" Rod w/cap found,
- 2) Thence N 04°07'54" E (call N 04°09'14" E), 247.92' (call 247.89') to a Bent 1/2" Rod found,
- 3) Thence N 45°54'39" E (call N 45°53'00" E), 450.05' (call 450.00') to a 1/2" Rod w/cap found,
- 4) Thence S 71°38'07" E (call S 71°32'27" E), 151.20' (call 152.07') to a 1/2" Rod w/cap found,
- 5) Thence S 44°09'11" E (call S 44°07'00" E), 75.10' (call 75.00') to a 1/2" Rod w/cap found,
- 6) Thence S 62°47'45" E (call S 62°33'06" E), 111.33' (call 110.66') to a 1/2" Rod w/cap found,
- 7) Thence S 43°45'51" E (call S 44°07'00" E), 40.27' (call 40.00') to a 1/2" Rod set,
- 8) Thence S 70°21'49" E (call S 70°19'00" E), 351.07' (call 351.07') to a 1/2" Rod set,
- 9) Thence S 42°46'27" E (call S 44°07'00" E), 20.30' (call 20.30') to a 1/2" Rod w/cap found marking the east line of Pelham Humphries League, the east line of the J.C. Johnson Survey, Abstract No. 34,
- 10) Thence S 00°45'20" W with the west line of the said J.C. Johnson Survey, the east line of the said Pelham Humphries League, Abstract No. 32, in Jefferson County, Texas for a distance of 79.85' to a 1/2" Rod w/cap found,

Thence S 45°52'33" W (call S 45°53'00" W), 838.89' (call 838.63') to the point and place of beginning, containing in area 12.826 acres (558,700 Square feet) of land more or less.

General Notes:

Portions of this drawing were obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

Parking Stalls

- 0 Standard Stalls
- 0 Handicap Stalls
- 0 Reserved Stalls

Basis of Bearing

The bearing N 44°07'00" W being the southerly line of the called 12.818 acre tract of land of record in Volume 845 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said southerly line being designated in said description as N 44°07'00" W, 582.00'.

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Air Liquide Large Industries U.S., LP.

BACKGROUND

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

In February 2014, Council approved an agreement with Natgasoline LLC whereby 100% tax abatement for payments due in years 2015 through 2024 was provided on all new construction related to a new plant including a methanol unit and a methanol to gas unit.

In November 2014, Natgasoline made a partial assignment of the agreement with the City of Beaumont and related abatement to Air Liquide. Air Liquide has entered into a ground lease with Natgasoline and will construct, own and operate an air separation unit (ASU) as part of Natgasoline's methanol project. The assignment is allowed by the existing industrial district agreement between the City of Beaumont and Natgasoline.

The new contract will be effective January 1, 2016 and expire December 31, 2024. The Company will receive 100% tax abatement for payments due in 2016 through 2024, on all new construction and improvements to existing land. Payments for each year of the agreement shall be equal to 100% of the Assumed City Taxes Due on any existing real property or improvements during the years of abatement, 2016-2024.

A copy of the agreement is attached for your review.

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 execute an Industrial District Agreement with Air Liquide Large Industries U.S., a Delaware limited partnership. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "City," and Air Liquide Large Industries US L.P, a Delaware limited partnership, hereinafter called "Company."

PREAMBLE

WHEREAS, City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of City, such industrial district being known as City of Beaumont Industrial District (the "District").

WHEREAS, Company and/or its Affiliates (as hereinafter defined) owns and/or leases land and improvements which are part of the manufacturing and industrial facilities of Company and/or its Affiliates located within District, such land and improvements (the "Property").

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

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

WHEREAS, City desires to encourage the addition of new improvements to the Company's property located within the City of Beaumont Industrial District;

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

ARTICLE I.
COMPANY'S OBLIGATION

1. The City of Beaumont granted Natgasoline, LLC 100% abatement for a term of 2015 through 2024, on all new construction and improvements to existing facilities on the herein described property. In November 2014, Natgasoline made a partial Assignment of the abatement to Company through which after executing a ground lease with Natgasoline, Company will construct, own, and operate an air separation unit ("ASU") as part of Natgasoline's methanol project. The estimated value of the ASU is \$115 million. Such an assignment was allowed by the industrial district agreement between the City of Beaumont and Natgasoline.

2. The Company will receive 100% tax abatement for payments due in the years of 2016 through 2024, on all new construction and improvements to existing land herein described as property. The abatement does not include the value of the existing property owned by Company and in the City's extraterritorial jurisdiction related or unrelated to this new construction. Company shall be responsible for the payment of ad valorem taxes based upon the existing value of the property and improvements

currently existing on property leased from Natgasoline or any other unrelated property in the ETJ as determined by the Jefferson County Appraisal District.

3. Company will make an annual payment to City on or before February 1st of each such year computed based on 100% of the Assessed Value of the Company's facilities and property, real, personal, and mixed, located on Company's land covered by this Agreement (herein "the property") as provided herein (the "Annual Payment"). Upon expiration of the abatement period, the Annual Payment shall include all property covered by this Agreement.

4. "Assessed Value" means the 100% valuation of Company Property and improvements thereon as determined by the Jefferson County Appraisal District for the previous tax year.

5. "Assumed City Taxes Due" means the number obtained by the following formula:

$$\frac{\text{Assessed Value Less Improvement Value Subject to Abatement}}{\text{Current City Tax Rate}} = \text{Assumed City Tax Due}$$

6. In October of each year the Finance Officer for City shall obtain the most recent Assessed Value as set by the Jefferson County Tax Appraisal District and such valuation shall be used for the Annual Payment due the following February; by way of

example, October 2015 Assessed Values would be used for the February 1, 2016 payment.

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

7. Payments for each year of the agreement shall be equal to 100% of the Assumed city Taxes due, as defined above, on real property during the years of abatement, 2015 through 2024.

City shall bill Company for payments due hereunder on or before January 1 each year. Company shall pay to City the amount billed on or before February 1 each year. Upon receiving the final payment, the Finance Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to City had Company been in the city limits of City will be recaptured and paid to City within 60 days of any such event.

ARTICLE II.
PROPERTY COVERED BY AGREEMENT

This Agreement will reflect the intention of the parties hereto that this Agreement shall govern and affect the properties of Company and/or its Affiliates (facilities, real, personal, and mixed) located on the Property more particularly described in Exhibit "A", which are within the extra-territorial jurisdiction of the City of Beaumont. "Affiliates" shall mean any entity owned entirely or in part by Company.

ARTICLE III.
SALE BY COMPANY

(a) Company shall notify City of any sale of any or all of Company's facilities to any person or entity. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to City as provided under this Agreement. Accordingly, and as to payments due under this Agreement, no such sale shall reduce the amount due City under this Agreement until the purchaser of such facility has entered into a contract in lieu of taxes with City that provides for a continuation of like payments to City.

(b) Company shall have the right to assign, transfer or convey all, or any part of, its rights, title and interest in the Agreement in connection with any transfer or conveyance of title to all or any part of the properties subject to this Agreement to any person or entity at any time of this Agreement; provided, however, that Company shall provide City with written notice of such assignment. Company shall be relieved of its

obligations under this Agreement to the extent that an assignee expressly assumes Company's obligations in a written instrument binding such assignee to City. Subject to the preceding, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ARTICLE IV.

CITY'S OBLIGATIONS

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

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

(b) In the event any municipality other than the City attempts to annex separately or in the event the creation of any new municipality shall be attempted so as

to include within its limits any land which is the subject matter of this Agreement, City shall, with the approval of Company, seek immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all costs of such action being borne equally by the City and by the said Company or companies with Company's portion allocated on the basis of Assessed Values.

2. The City further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this Agreement or any renewals thereof, City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V.
TERMINATION FOR BREACH

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the parties and that, therefore, in addition to any action at law for damages which either

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

ARTICLE VI.
AFFILIATES

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

ARTICLE VII.
TERM OF AGREEMENT

The term of this Agreement shall be for nine (9) years, expiring December 31, 2024.

NOTICES

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

TO CITY

City of Beaumont
Attn: City Manager
801 Main Street
Beaumont, Texas 77704

TO COMPANY

Air Liquide Large Industries US L.P.
Attn: Vice President Gulf Coast Pipeline
9811 Katy Freeway, Suite 100
Houston, Texas 77024

IN WITNESS THEREOF, this Agreement, consisting of ten pages plus Exhibit "A" is executed in duplicate counterparts as of this ____ day of _____, 2015.

City of Beaumont

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

Air Liquide Large Industries US L.P

By: _____

ATTEST:

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution approving the award of a contract to Reeder Distributors, Inc., of Fort Worth, Texas in the amount of \$69,990 for purchase and installation of one (1) heavy duty hydraulic lift set and accessories for use by the Fleet Management Division.

BACKGROUND

At present, the Fleet Management Division is in need of a safe method of lifting heavy trucks and apparatus for repair and maintenance. The proposed Stertil-Koni lift consists of six (6) adjustable hydraulic column lifts capable of a total lift capacity of 111,000 lbs. The vehicle is supported on its suspension, providing a safe working environment. The individual units are semi-portable and may be stored out of the way when not in use. Installation is provided by the vendor and included in the quoted price of the unit.

Pricing was obtained through the Houston-Galveston Area Council (H-GAC), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. H-GAC complies with State of Texas procurement statutes.

The units and accessories are warranted for a period of five (5) years. Service and support are provided by the Reeder distributor.

FUNDING SOURCE

Fleet Management Fund.

RECOMMENDATION

Approval of resolution.

Purchase of Hydraulic Lift

November 23, 2015

Page 2.

Qty	Description	Unit Price	Total
1	Set of 6 Column Lifts	\$57,695.00	\$57,695.00
6	Heavy Duty Support Stands	\$695.00	\$4,170.00
1	Transmission Jack	\$6,250.00	\$6,250.00
1	Freight	\$1,875.00	\$1,875.00
	TOTAL		\$69,990.00

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract for the purchase and installation of one (1) heavy duty hydraulic lift set and accessories for use by the Fleet Management Division to Reeder Distributors, Inc., of Fort Worth, Texas, in the amount of \$69,990 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to accept maintenance and authorize final payment to Allco Inc., for the Tennis Clubhouse in the amount of \$58,867.85.

BACKGROUND

On December 17, 2013, by Resolution No. 13-284, City Council awarded Allco, Inc., of Beaumont, Texas a contract for the construction of a new Tennis Clubhouse at the Athletic Complex in the amount of \$1,144,700.

There were a total of three (3) change orders in the amount of \$32,656.72 during the construction process which resulted in a final contract price of \$1,177,356.72. The project has been inspected by the Engineering and Facilities Maintenance Divisions and found to be complete in accordance with the provisions and terms set forth in the contract. Acceptance of maintenance and final payment in the amount of \$58,867.85 is recommended.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

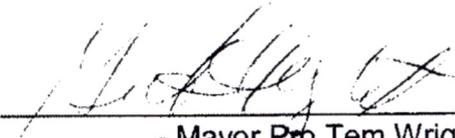
RESOLUTION NO.13-284

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

THAT the City Manager be and he is hereby authorized to execute a contract with Allco, Inc., of Beaumont, Texas, in the amount of \$1,144,700 for the construction of a new Tennis Clubhouse at the Athletic Complex.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 17th day of
December, 2013.




- Mayor Pro Tem Wright -

RESOLUTION NO.14-103

WHEREAS, on December 17, 2013, the City Council of the City of Beaumont, Texas passed Resolution No. 13-284 awarding a contract in the amount of \$1,144,700 to Allco, Ltd., Beaumont, Texas, for the construction of a new Tennis Clubhouse at the Athletic Complex; and,

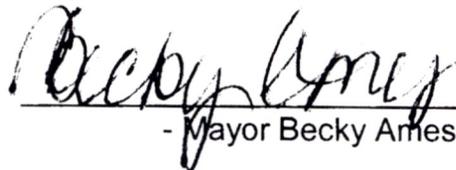
WHEREAS, Change Order No. 1, in the amount of \$32,656.72, is required to revise the electrical service to include a new concrete transformer pad; additional electrical and data in the clubhouse; an additional hub drain for the countertop ice machine; and, door hardware revisions, thereby increasing the contract amount to \$1,177,356.72;

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

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1, in the amount of \$32,656.72, thereby increasing the contract amount to \$1,177,356.72 for the construction of a new Tennis Clubhouse at the Athletic Complex.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 6th day of May 2014.




- Mayor Becky Ames -

CHANGE ORDER

PROJECT: City of Beaumont Athletic Complex
Tennis Clubhouse- Pro
Shop/Restroom Building

CHANGE ORDER NO: 1

CONTRACTOR: Allco
P.O. Box 3827
Beaumont, Texas 77704

DATE: 04.29.14
ARCHITECT'S PROJECT # 12006
CONTRACT DATE: 01.17.14
CONTRACT FOR: New Construction /Additions

The Contract is changed as follows:

1. Hardware Revisions to doors 117, 118, and 119 as requested..... \$1,014.30

See attached documentation on Contractor's Change Proposal #1

**2. Additional Work as shown on Drawings ME-1.0R1, ME-2.0R1, ME-2.1R1, ME-4.0R1, ME-4.1R1, ME-6.0R1.
This Work includes a revised electrical service including a new concrete transformer pad, additional
electrical and data in the clubhouse, and an additional hub drain for the countertop ice
machine.....\$31,642.42**

See attached documentation and below additional 5 calendar days on Contractor's Change Proposal #2

Total Change Order\$32,656.72

Not valid until signed by the Owner, Architect, and Contractor.

The original Contract Sum was \$1,144,700.00
Net change by previously authorized Change Orders..... \$0.00
The Contract Sum prior to this Change Order was \$1,144,700.00
The Contract sum will be increased by this Change Order in the amount of \$32,656.72
The new Contract Sum including this Change Order will be \$1,177,356.72

The Contract Time will be increased by **five (05) days**.

The date of Substantial Completion as of the date of this Change Order therefore is **September 01, 2014**.

NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

Allco
P.O. Box 3684
Beaumont, Texas 77704

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

By: 

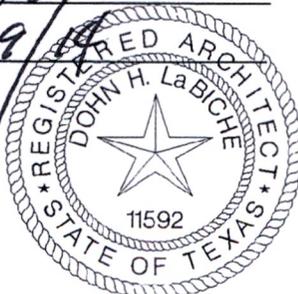
By: 

By: 

Date: 4/29/14

Date: 4/29/14

Date: 5-7-14



CHANGE ORDER

PROJECT: City of Beaumont Athletic Complex
Tennis Clubhouse- Pro
Shop/Restroom Building

CHANGE ORDER NO: 2

CONTRACTOR: Allco
P.O. Box 3827
Beaumont, Texas 77704

DATE: 07.14.14
ARCHITECT'S PROJECT # 12006
CONTRACT DATE: 01.17.14
CONTRACT FOR: New Construction /Additions

The Contract is changed as follows:

1. Time Extension Request

See attached documentation on Contractor's Change Request

Not valid until signed by the Owner, Architect, and Contractor.

The original Contract Sum was \$1,144,700.00
Net change by previously authorized Change Orders.....\$32,656.72
The Contract Sum prior to this Change Order was \$1,177,356.72
The Contract sum will be increased by this Change Order in the amount of\$0.00
The new Contract Sum including this Change Order will be..... \$1,177,356.72

The Contract Time will be increased by **nineteen (19) days.**
The date of Substantial Completion as of the date of this Change Order therefore is **September 22, 2014.**

NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

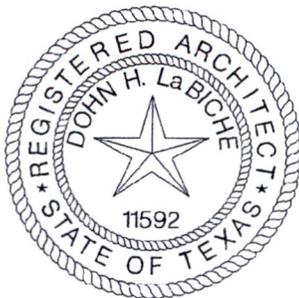
Allco
P.O. Box 3684
Beaumont, Texas 77704

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

By: [Signature]
Date: 7/15/14

By: [Signature]
Date: 7/23/14

By: [Signature]
Date: 7-28-14



ALLCO, LLC TIME EXTENSION

Request No. _____
CHANGE ORDER REQUEST

Allco LLC Job No. TX-743

NAME OF PROJECT: City of Beaumont - Tennis Pro Shop

CITY: Beaumont STATE: Texas Architect's Job No. 12006

COMPLETION TIME:
CONTRACT TIME 210 ORIGINAL CONTRACT COMPLETION DATE: 8-26-2014

DATE	REASON FOR LOST TIME
1-29-2014	winter storm warning, all roads were frozen
2-04-2014	Rained all day
2-10-2014	Rained yesterday evening and last night. Too wet to work
2-11-2014	Rain this morning too wet to work
2-12-2014	Too wet to work and dirt pit is not open today
2-21-2014	Rained last night approx half an inch site is too wet to work. Pumped water only
2-24-2014	Rained over weekend site too wet to drill
2-26-2014	Raining all day site too wet to work
3-03-2014	Rained over weekend too wet to start plumbing and elect rough inn
3-04-2014	Raining all day
3-05-2014	too wet to work more rain coming
3-06-2014	too wet to work. raining
3-24-2014	raining too wet to work/ rained last night 5/8 inch
4-15-2014	rained yesterday afternoon/too wet to work
5-13-2014	rained all day / scattered showers
5-14-2014	raining / too wet to work
5-27-2014	rained 1 1/2 inches today
5-28-2014	too wet to work/ more rain expected 2 1/2 inches today total
6-25-2014	rained out - 1-1/2" expected
19	Total of 19 Days of Weather Extensions through June 30, 2014
5	Added for Electrical Change Order CCP-02 (Approved on CO #01)

REVISED COMPLETION DATE - SEPTEMBER 22, 2014

PREPARED BY: James Fountain

City of Beaumont - Tennis Clubhouse

Run date 10JUL14
 Project name tx743r05
 Data date 30JUN14
 © Primavera Systems, Inc.

Activity ID	Description	Orig Dur	%	Rem Dur	Early Start	2014											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
00 - Start-up/General																	
00000003	Pre-Construction Conference	1	100	0	27JAN14	Pre-Construction Conference											
00000000	Summary Planned Calendar Days	266*	57	114*	29JAN14	Summary Planned Calendar											
00000001	Notice to Proceed	0	100	0	29JAN14	◆ Notice to Proceed											
00000007	project layout/controls	2	100	0	29JAN14	▣ project layout/controls											
00000013	SWPPP	2	100	0	29JAN14	▣ SWPPP											
T3000111	delays as of 6/30/14	24	0	24	30JUN14	▬ delays as of 6/30/14											
02 - Completion																	
90000911	inspections/corrections	10	0	10	20OCT14	▬ inspections/corrections											
90000921	Substantial Completion	0	0	0		◆ Substantial Completion											
30 - Building																	
30020111	sitework	10	100	0	03FEB14	▬ sitework											
30151111	electrical/plumbing rough-in--ug	10	100	0	17FEB14	▬ electrical/plumbing rough-in--ug											
30030111	drilled piers--drill/reinf/conc	5	100	0	26FEB14	▣ drilled piers--drill/reinf/conc											
30030121	bdg slab-on-grade--form/reinf/conc	20	100	0	13MAR14	▬ bldg slab-on-grade--form/reinf/conc											
30030141	porches slab-on-grade	5	100	0	04APR14	▬ porches slab-on-grade											
30040101	CMU walls	15	100	0	23APR14	▬ CMU walls											
30151121	plumbing rough-in--top-out	18	85	3	28APR14	▬ plumbing rough-in--top-out											
30160111	electrical rough-in--top-out	18	85	3	28APR14	▬ electrical rough-in--top-out											
30060111	wood framing	25	100	0	07MAY14	▬ wood framing											
30070111	roof/wall sheathing/dry-in	5	100	0	01JUN14	▬ roof/wall sheathing/dry-in											
30060121	cement board siding/soffits/trim	15	75	4	11JUN14	▬ cement board siding/soffits/trim											
30155111	HVAC	10	10	9	30JUN14	▬ HVAC rough-in--ductwork/insulation/piping											
30090131	exterior paint	15	0	15	07JUL14	▬ exterior paint											
30090121	drywall	15	0	15	10JUL14	▬ drywall											
30090161	interior finishes--paint/acoustic ceiling	25	0	25	22JUL14	▬ interior finishes--paint/acoustic ceiling											
30090141	blown-in bldg insulation	20	0	20	29JUL14	▬ blown-in bldg insulation											
30040111	masonry--dampproofing/insula/brick	35	0	35	01AUG14	▬ masonry--dampproofing/insula/brick											
30090151	ceramic tile	15	0	15	20AUG14	▬ ceramic tile											
30070121	metal roof--roofing/fascia/trim	20	0	20	22AUG14	▬ metal roof--roofing/fascia/trim											
30080131	windows & storefronts	10	0	10	29AUG14	▬ windows & storefronts											
30151131	MEP fixtures & trim	20	0	20	09SEP14	▬ MEP fixtures & trim											
30120111	cabinets & millwork	15	0	15	12SEP14	▬ cabinets & millwork											
30040121	masonry @ fence	15	0	15	15SEP14	▬ masonry @ fence											
30080111	Interior doors/finish hardware	15	0	15	15SEP14	▬ Interior doors/finish hardware											
30030131	sidewalks--form/reinf/conc	15	0	15	22SEP14	▬ sidewalks--form/reinf/conc											
30090171	resilient flooring/base	15	0	15	24SEP14	▬ resilient flooring/base											
30020121	ornamental & chainlink fencing & gates	5	0	5	06OCT14	▬ ornamental & chainlink fencing & gates											
30110111	foodservice equipment	2	0	2	13OCT14	▬ foodservice equipment											
90000111	final cleaning	5	0	5	13OCT14	▬ final cleaning											

Date	Revision	Checked	Approved	Data date
30JUN14	tx743r05(JUNE14)	ts	nr	30JUN14
				Start date
				29JAN14
				Finish date
				31OCT14
				Percent complete
				55
				Must finish date
				© Primavera Systems, Inc.

- ▬ Early bar
- ▬ Total float bar
- ▬ Progress bar
- ▬ Critical bar
- ▬ Summary bar
- ▲ Progress point
- ▲ Critical point
- ◆ Summary point
- ◆ Start milestone point
- ◆ Finish milestone point

ALLCO INC.
 6720 College Street
 Beaumont, TX 77706
 409-860-4459
 allco@allco.com



CHANGE ORDER

PROJECT: City of Beaumont Athletic Complex
Tennis Clubhouse- Pro
Shop/Restroom Building

CHANGE ORDER NO: 3

CONTRACTOR: Allco
P.O. Box 3827
Beaumont, Texas 77704

DATE: 01.07.15
ARCHITECT'S PROJECT # 12006
CONTRACT DATE: 01.17.14
CONTRACT FOR: New Construction /Additions

The Contract is changed as follows:

1. Concrete Resurfacing

**See attached documentation for breakdown description only

Total Change \$0.00

Not valid until signed by the Owner, Architect, and Contractor.

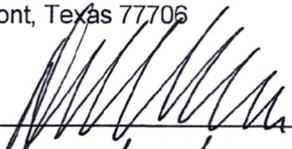
The original Contract Sum was \$1,144,700.00
Net change by previously authorized Change Orders \$32,656.72
The Contract Sum prior to this Change Order was \$1,177,356.72
The Contract sum will be *increased* by this Change Order in the amount of \$0.00
The new Contract Sum including this Change Order will be \$1,177,356.72

NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

Allco
P.O. Box 3684
Beaumont, Texas 77704

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

By: 
Date: 1/12/15

By: 
Date: 1/20/15

By: 
Date: 1-23-15



Concrete Resurfacing Specialties

4595 Detroit - Beaumont, TX 77703
(409)892-8201

Proposal / Invoice

Contract

Customer

Name City of Beaumont
 Address 801 Main St. Suite 200
 City Beaumont State tx ZIP 77701
 Phone 880-3725

Job Info

Date 1/6/2015
 Invoice No. _____
 Rep _____

Qty/Sq Ft	Description	Unit Price	TOTAL
3312	Grind out all existing cracks, pressure wash concrete, repair cracks with urethane, Texture concrete with Sundek cement coating in Franciscan tan color. All walkways and patios around Tennis Complex Building. Building to be protected from spray with tape and paper. Three year warranty on bonding and against chipping flaking peeling.	\$ 2.25	\$ 7,452.00

SubTotal	\$ 7,452.00
Shipping	
TOTAL	\$ 7,452.00

Payment

Check

Check # _____
 Name _____
 CC # _____
 Expires _____
 Comments payment on completion

Tax Rate(s)



All material is guaranteed to be as specified. Due to inherent movement in concrete and wooden structures, no guarantee, either expressed or implied is hereby granted concerning cracks in coating materials or indentations in surface materials causing low spots in the affected area. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate and agreements.

 Authorized Signature
 Concrete Resurfacing Specialties

 Authorized Client Signature

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO(Owner):
City of Beaumont
801 Main Street, Ste. 201
Beaumont, Texas 77701

PROJECT:
Tennis Clubhouse
Athletic Complex

APPLICATION NO.: 9
PERIOD FROM: 1-Nov-14
TO: 30-Nov-14

Distribution to:
OWNER
ARCHITECT
ENGINEER
CONTRACTOR

FROM(Contractor):
Allco
P.O. Box 3684
Beaumont, Texas 77704

INVOICE NO: 7405
OUR JOB NO.: TX-743
CUSTOMER'S PROJECT NO: 12006
CONTRACT DATE: 1/17/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY		Additions	Deductions
Change Orders approved in previous months by Owner			
Total		-	
Approved this Month			
Number	Date Approved		
1	May 2014	32,656.72	
2	July 2014	-	
Totals		32,656.72	-
Net change by Change Orders			32,656.72

ORIGINAL CONTRACT SUM 1,144,700.00
Net Change by Change Order 32,656.72
CONTRACT SUM TO DATE 1,177,356.72

TOTAL COMPLETED & STORED TO DATE 1,177,356.72
(Column H on G703)
RETAINAGE -
or total in Column I on G703
TOTAL EARNED LESS RETAINAGE 1,177,356.72
LESS PREVIOUS CERTIFICATES FOR PAYMENT 1,118,488.87

CURRENT PAYMENT DUE 58,867.85

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Allco

By: T.W. Harrison Date: 30-Nov-14
T.W. Harrison, President

State of: TEXAS County of: JEFFERSON
Subscribed and sworn to before me this 30th day of Nov, 2014.
Notary Public: Mary Beth Delord
My Commission expires: April 12, 2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: [Signature]

#58,867.85

By: [Signature] Date: 1/29/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 9
 APPLICATION DATE: 30-Nov-14
 PERIOD FROM: 1-Nov-14
 TO: 30-Nov-14
 CUST. PROJECT NO: 7,346.00

B Item No.	C Description of Work	D Scheduled Value	E		F		G Stored Material (not in E or F)	H Total Completed and Stored to Date (E+F+G)	I % (G/D)	J Balance to Finish (D-H)	K Retainage
			Previous Applications	Work Completed							
				Work in Place	This Application						
01 GENERAL REQUIREMENTS											
	General Conditions	91,743.09	-	91,743.09				91,743.09	100%	-	-
	Insurance	5,000.00	-	5,000.00				5,000.00	100%	-	-
	Bonds	14,775.04	-	14,775.04				14,775.04	100%	-	-
	Windstorm Certification	3,000.00	-	3,000.00				3,000.00	100%	-	-
			-					-		-	-
03 CONCRETE											
	Building Foundation	78,289.24	-	78,289.24				78,289.24	100%	-	-
	Sidewalks	3,848.00	-	3,848.00				3,848.00	100%	-	-
			-					-		-	-
04 MASONRY											
	Masonry	205,000.00	-	205,000.00				205,000.00	100%	-	-
			-					-		-	-
06 WOOD AND PLASTICS											
	Wood Framing - Material	37,965.75	-	37,965.75				37,965.75	100%	-	-
	Wood Framing - Labor	42,949.08	-	42,949.08				42,949.08	100%	-	-
			-					-		-	-
	Casework & Countertops	43,662.00	-	43,662.00				43,662.00	100%	-	-
			-					-		-	-
07 THERMAL AND MOISTURE PROTECTION											
	Building Insulation	11,654.00	-	11,654.00				11,654.00	100%	-	-
	Standing Seam Roofing	69,000.00	-	69,000.00				69,000.00	100%	-	-
	Cement-fiber Soffits/Siding/Trim - Material	9,979.56	-	9,979.56				9,979.56	100%	-	-
	Cement-fiber Soffits/Siding/Trim - Labor	7,561.26	-	7,561.26				7,561.26	100%	-	-
			-					-		-	-
08 OPENINGS											

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 9
 APPLICATION DATE: 30-Nov-14
 PERIOD FROM: 1-Nov-14
 TO: 30-Nov-14
 CUST. PROJECT NO: 7,346.00

B Item No.	C Description of Work	D Scheduled Value	E		F		G Stored Material (not in E or F)	H Total Completed and Stored to Date (E+F+G)	I % (G/D)	J Balance to Finish (D-H)	K Retainage
			Previous Applications	Work Completed							
				Work in Place	Stored Material						
	H.M. Doors/Frames/Hardware - Material	4,982.00	4,982.00				4,982.00	100%	-	-	
	H.M. Doors/Frames/Hardware - Labor	909.00	909.00				909.00	100%	-	-	
	Wood Doors - Material	2,491.00	2,491.00				2,491.00	100%	-	-	
	Wood Doors - Labor	468.00	468.00				468.00	100%	-	-	
	Aluminum Entrances & Storefronts	52,243.00	52,243.00				52,243.00	100%	-	-	
	Door Hardware	9,133.00	9,133.00				9,133.00	100%	-	-	
	Door Hardware - Labor	1,827.00	1,827.00				1,827.00	100%	-	-	
	09 FINISHES										
	Drywall/ACT/Painting	33,223.00	33,223.00				33,223.00	100%	-	-	
	Ceramic Tile	24,758.10	24,758.10				24,758.10	100%	-	-	
	Carpet & Resilient Base	12,013.54	12,013.54				12,013.54	100%	-	-	
	10 SPECIALTIES										
	Exterior Display Cases	1,795.00	1,795.00				1,795.00	100%	-	-	
	Signage & Lettering	2,360.00	2,360.00				2,360.00	100%	-	-	
	Toilet Partitions	5,087.80	5,087.80				5,087.80	100%	-	-	
	Toilet & Bath Accessories	7,594.16	7,594.16				7,594.16	100%	-	-	
	Fire Extinguishers & Cabinets	540.00	540.00				540.00	100%	-	-	
	Lockers	6,845.00	6,845.00				6,845.00	100%	-	-	
	11 EQUIPMENT										
	Foodservice Equipment	16,455.00	16,455.00				16,455.00	100%	-	-	
	12 FURNISHINGS										
	Window Blinds	1,360.00	1,360.00				1,360.00	100%	-	-	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 9
 APPLICATION DATE: 30-Nov-14
 PERIOD FROM: 1-Nov-14
 TO: 30-Nov-14
 CUST. PROJECT NO: 7,346.00

B Item No.	C Description of Work	D Scheduled Value	E		F		G Stored Material (not in E or F)	H Total Completed and Stored to Date (E+F+G)	I % (G/D)	J Balance to Finish (D-H)	K Retainage
			Previous Applications	Work Completed							
				Work in Place							
22 PLUMBING											
	Plumbing	84,840.00	84,840.00	-			84,840.00	100%	-	-	-
23 HVAC											
	HVAC	41,245.00	41,245.00	-			41,245.00	100%	-	-	-
26 ELECTRICAL											
	Electrical	148,195.00	148,195.00	-			148,195.00	100%	-	-	-
28 ELECTRONIC SAFET AND SECURITY											
	Fire Alarm	8,272.83	8,272.83	-			8,272.83	100%	-	-	-
31 EARTHWORK											
	Earthwork	34,151.82	34,151.82	-			34,151.82	100%	-	-	-
	Soil Treatment	682.89	682.89	-			682.89	100%	-	-	-
32 EXTERIOR IMPROVEMENTS											
	Fences & Gates - Foundation	2,080.84	2,080.84	-			2,080.84	100%	-	-	-
	Fences & Gates	9,700.00	9,700.00	-			9,700.00	100%	-	-	-
	Landscaping & Irrigation	7,020.00	7,020.00	-			7,020.00	100%	-	-	-
CHANGE ORDERS											
	C.O. #1 - Changes to Elec. Service and Door Hardware	32,656.72	32,656.72	-			32,656.72	100%	-	-	-
	C.O. #2 - Add 19 weather delay days			-					-	-	-

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NO: 9
 APPLICATION DATE: 30-Nov-14
 PERIOD FROM: 1-Nov-14
 TO: 30-Nov-14
 CUST. PROJECT NO: 7,346.00

B Item No.	C Description of Work	D Scheduled Value	E		F		G	H Total Completed and Stored to Date (E+F+G)	I % (G/D)	J Balance to Finish (D-H)	K Retainage
			Work Completed		Work in Place	Stored Material (not in E or F)					
			Previous Applications	This Application							
			-				-		-	-	
			-				-		-	-	
	Totals	1,177,356.72	1,177,356.72	-	-	-	1,177,356.72	100%	-	-	

RESOLUTION NO.

WHEREAS, on December 17, 2013, the City Council of the City of Beaumont, Texas passed Resolution No. 13-284 awarding a contract in the amount of \$1,144,700 to Allco, Inc., of Beaumont, Texas, for the construction of a new Tennis Clubhouse at the Athletic Complex; and,

WHEREAS, on May 6, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-103 authorizing Change Order No. 1, in the amount of \$32,656.72, to revise the electrical service to include a new concrete transformer pad; additional electrical and data in the clubhouse; an additional hub drain for the countertop ice machine; and, door hardware revisions, thereby increasing the contract amount to \$1,177,356.72; and,

WHEREAS, on July 28, 2014, the City Manager executed Change Order No. 2, in the amount of \$0.00, for an extension of time request, thereby having no affect on the contract amount of \$1,177,356.72; and,

WHEREAS, on January 23, 2015, the City Manager executed Change Order No. 3, in the amount of \$0.00, for concrete resurfacing, thereby having no affect on the contract amount of \$1,177,356.72; and,

WHEREAS, the project has been inspected by the Engineering Division and found to be complete in accordance with the provisions and terms set forth in the contract;

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 Tennis Clubhouse at the Athletic Complex be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of \$58,867.85 to Allco, Inc., of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Jarmon, Executive Assistant to the City Manager

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an annual agreement with Capital Edge Advocacy, Inc. to provide services as the City of Beaumont's Washington Assistant.

BACKGROUND

On a yearly basis since 1980, the City has contracted with an organization to provide legislative service on the federal level. Mr. Chris Giglio, as the City's Washington Assistant, is responsible for reviewing federal executive proposals, legislation under consideration, and proposed and adopted administrative rules and regulations which could impact the City of Beaumont's policies or programs. Staff is very pleased with the professionalism and high quality of service provided by Capital Edge.

A letter from Mr. Giglio and the proposed contract are attached for your review. The contract amount of \$68,400 remains the same as last year. The contract also includes a maximum of \$4,000 for reimbursable expenses.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of resolution.



November 30, 2015

Mr. Kyle Hayes
City Manager
P.O. Box 3827
Beaumont, TX 77704

Dear Kyle:

Please consider this a formal request for a twelve month renewal of our contract with the City for federal lobbying and information services. Our current agreement expires on December 31 and we do not seek any changes to the current agreement.

While congressional activity continues to move at a slow pace, we believe that there are many benefits to Beaumont in maintaining an everyday presence in Washington, DC. Extremely tight budget caps and a continued focus on deficit reduction make it particularly important to educate Congress on the importance of cost-effective federal programs – in areas such as community and economic development, law enforcement, and transportation -- that assist Beaumont residents.

For example, as Congress looks to reauthorize federal highway and transit programs, we have promoted changes to current law that provide a higher percentage of federal highway funds to metropolitan areas, as well as restoring funds to the federal bus capital program that was reduced by more than half in 2012. In addition, we are hopeful that a proposal to essentially eliminate spending for the HOME program at HUD in the FY 2016 budget has been reversed.

Other items that we will advocate for in the coming year include the enactment of the Marketplace Fairness Act, which could provide almost \$1.8 billion annually for the state of Texas in uncollected sales taxes on out-of-state online sales and level the playing field for local businesses that have always had to charge sales taxes. We also hope to provide any assistance necessary to advance construction of the Corps of Engineers-sponsored deepening of the Sabine-Neches Ship Channel.

Finally, as Rep. Kevin Brady takes charge of the House Ways and Means Committee, we hope that we can continue to protect the tax-exempt status of municipal bonds as his panel looks to take on comprehensive tax reform in 2016.

As always, it has been a pleasure to serve the City of Beaumont in Washington, and we are grateful for your guidance and that of the Mayor and City Council. Please feel free to contact us with any questions you may have about our services.

Sincerely,

Christopher F. Giglio

1212 New York Ave., NW Suite 250
Washington, DC 20005
202.842.4930
202.842.5051 fax
www.capitaledge.com

**AGREEMENT
BETWEEN THE CITY OF BEAUMONT, TEXAS
AND
CAPITAL EDGE ADVOCACY, INC.
1212 NEW YORK AVENUE, NW - SUITE 250
WASHINGTON, D.C. 20005-3953**

Pursuant to this agreement, the City of Beaumont, Texas (hereinafter sometimes referred to as the "City") and Capital Edge Advocacy, Inc. (hereinafter sometimes referred to as "Consultant") agree to assume the following obligations.

I. Obligations of Consultant

- A. Consultant will organize and operate a unit to act as a Washington office for the City and will be the assigned member of its staff. Consultant will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, common-use office supplies and services, and general administrative support according to the level of service specified in Paragraph IV;
- B. Consultant will confer with the City Manager and such other City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager on all organizational planning and program activities which have a bearing on the ability of the City to make the best use of federal aid programs; and will act as Washington Assistant to the City of Beaumont, Texas;
- C. As Washington Assistant the Consultant will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City of those items which may have a bearing on City policy or programs;
- D. More specifically, as Washington Assistant the Consultant will advise and consult on behalf of the City with the White House and any other Federal agencies, departments and commissions as may be necessary to the performance of full Washington service to the City Manager and the City. Additionally, the Consultant will act as liaison with the U.S. Conference of City Managers and the National League of Cities, and will furnish legislative and administrative analyses of issues as requested;

- E. As Washington Assistant the Consultant will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;
- F. As Washington Assistant the Consultant will review and comment on proposals of the City which are being prepared for submission to federal agencies when requested to do so by the City Manager or his designees;
- G. As Washington Assistant the Consultant will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's administrative staff might render assistance;
- H. As Washington Assistant the Consultant will counsel with the City regarding appearances by City personnel before Congressional committees and administrative agencies and will arrange for appointments and accommodations for City personnel as necessary;
- I. As Washington Assistant the Consultant will contact federal agencies on the City's behalf when City applications are under consideration by such agencies and counsel the City to take whatever steps appear to be required to obtain the most favorable consideration of such applications;
- J. As Washington Assistant the Consultant will advise and consult with or otherwise make assistance available to such representatives of the private sector who are engaged in economic development activities as determined by the City Manager to be in the best interests of the City;
- K. In fulfilling her responsibilities under this Agreement, the Washington Assistant will act in the name of the City of Beaumont, Texas under the supervision of the City Manager. Any change in the person of the Washington Assistant from the person representing the City as of the effective date of this agreement must be approved by the City Manager.

II. Obligations of the City of Beaumont, Texas

- A. To advise the Consultant of the name or names of persons other than the City Manager authorized to request service and the person or persons to be kept advised by the Washington Assistant;

- B. To supply the Consultant with a summary of all federal programs in which the City is participating and advise the Consultant of any new applications filed, together with pertinent details as to the substance of such applications;
- C. To supply the Consultant with copies of budgets, planning documents, and regular reports of the City Manager and departments, Council agenda and proceedings, newspapers and other materials which will assist the Consultant in keeping current on City policies and programs;
- D. To reimburse the Consultant for expenses incurred on behalf of the City pursuant to the duties of Paragraph I as approved by the City Manager subject to the provisions of Paragraph IV;

III. The City of Beaumont, Texas and the Consultant concur that the following exclusions shall apply to this Agreement:

A. The Consultant:

- 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business except in accordance with the provisions of Paragraph I, Subparagraph J, above;
- 2. Will not, by virtue of this Agreement, represent other local government agencies in Beaumont, Texas except those which are instrumentalities or agencies of the City of Beaumont, Texas;
- 3. Will not perform any legal, engineering, accounting or other similar professional service;
- 4. Will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office in or representing the City.

IV. Compensation

The cost of service will be \$68,400.00 for twelve months, payable in advance, in equal monthly installments of \$5,700.00 commencing on the first day of January, 2016. In addition, a maximum of \$4,000.00 for reimbursable expenses incurred pursuant to Paragraph II, Subparagraph D.

V. Termination

Either party may terminate this Agreement at any time by giving the other at least sixty (60) days' notice in writing of such termination.

IN WITNESS WHEREOF:

ATTEST

DATE

Christopher F. Giglio, Capital Edge Advocacy, Inc.

Kyle Hayes, City Manager

RESOLUTION NO.

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

THAT the City Manager be, and he is hereby, authorized to execute an annual agreement with Capital Edge Advocacy, Inc. to serve as the City of Beaumont's Washington Assistant in the amount of \$68,400, with an additional maximum of \$4,000 for reimbursable expenses.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the execution of an Air Monitoring Site Agreement with the Texas Commission on Environmental Quality (TCEQ).

BACKGROUND

The Texas Commission on Environmental Quality (TCEQ) has requested the City of Beaumont permit land located at 595 Royal Street to operate a continuous air monitoring station. The station requires approximately 400 square feet (20x20) of ground space covered with a site pad. TCEQ arranges and pays for phone and electrical installation and service.

The equipment will be installed on the southeast corner of Neches Street and Craig Street. TCEQ shall make repairs and/or replace any property damaged by the TCEQ's operations conducted at the site.

The term of this Agreement is for five (5) years from the date the Agreement is executed, and at the end of the term, the Agreement automatically renews for an additional five (5) year period unless a written Notice of Termination is provided by either party.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

Air Monitoring Site Agreement

582-16-61669

The City of Beaumont (hereafter the "Licensor") hereby agrees to permit the Texas Commission on Environmental Quality (hereafter the "Licensee" or the "TCEQ") to locate and operate a continuous air monitoring station on land owned by the Licensor at 525 Royal Street, Beaumont, TX 77701 (the "Property"). In consideration for such permission, the TCEQ shall provide the Licensor full access, via the [TCEQ web page](http://www17.tceq.texas.gov/tamis/index.cfm?fuseaction=report.site_list) (http://www17.tceq.texas.gov/tamis/index.cfm?fuseaction=report.site_list), to the monitoring information gathered by TCEQ from the air monitoring station situated at the Property. The term of this Agreement is five years from the date this Agreement is executed, and at the end of the term, this Agreement automatically renews for additional five-year periods thereafter, unless written Notice of Termination is provided by one of the parties.

1. Equipment Site Location at the Property ("the Site")

The equipment is on the southeast corner of Neches St. and Craig St. seen in Exhibit A, with an address 525 Royal Street, Beaumont, TX 77701.

2. Air Monitoring Equipment

The proposed method of monitoring is with a continuous air monitoring system housed in an aluminum shelter, plus auxiliary equipment outside the trailer, including a 4.5-meter weather tower. The station requires approximately 400 square feet of ground space covered with a site pad (e.g., six inches of limestone). The trailer is environmentally controlled and contains instrumentation as deemed appropriate by the TCEQ as well as peripherals required for the proper operation of the instruments.

3. Provision for Utilities

The TCEQ arranges and pays for phone and electrical installation and service.

4. Occupation of the Station

The station is normally unmanned, except for routine maintenance visits by TCEQ staff, agents or contractors (except for visits described under Section 5, "Right of Access") occurring approximately twice a week.

Beaumont-Royal Air Monitoring Site Agreement
Page 1 of 4

EXHIBIT "A"

5. Right of Access

The TCEQ, its employees, agents, and equipment service contractors have the right of ingress and egress to the property, during regular working hours and when issues related to the site arise, including equipment and utility malfunctions and emergencies, at the direction of the Licensor's or its staff maintaining or in possession of the property, subject to the Licensor's property management policies and practices, and not inconsistent with the Licensor's primary use of the Property and other operations incident thereto.

6. Liability and Indemnity

The TCEQ acknowledges that it is not an agent, servant, or employee of the Licensor, and that it is responsible for its own acts and deeds and for those of its agents, servants or employees to the extent provided by the Texas Tort Claims Act, Civ. Rem & Prac. Code ' Title 5 Chapter 101 (Vernon's 2000), provided the legislature appropriates funds to satisfy any such claims. Any provision in this Agreement creating a debt against the State is void ab initio. Further, in no way do the foregoing declarations waive the State's sovereign immunity.

7. Restoration of Property

The TCEQ shall make reasonable repairs and/or replace any property of the Licensor damaged by the TCEQ's operations conducted at the Site, to the extent funds are made available by the Texas Legislature for such purpose. Upon removal of the TCEQ equipment, and at the request of the Licensor, the TCEQ shall restore the Site to the condition it was in prior to the installation of the monitoring equipment, to the extent funds are made available by the Texas Legislature for such purpose. If the Licensor requests that TCEQ leave any items in place, such as the site pad, the Licensor will be solely responsible for the items left in place, in the condition that they are left in place.

8. Equipment to Remain the Property of the TCEQ

All equipment installed at the Site to support TCEQ's air monitoring operations (whether or not said equipment constitutes a fixture under Texas Property Code) shall remain the property of the TCEQ.

9. Notice of Termination

If the Licensor wishes to terminate this Agreement and reclaim possession and use of the Site, the Licensor shall give the TCEQ 45 days written Notice of Termination. Under such circumstances, Licensor shall make a reasonable effort to assist TCEQ in locating an alternative Site in the general vicinity. The TCEQ may also terminate this Agreement upon 30 days written notice to the Licensor.

10. Removal of Equipment

Within 60 days of receiving Notice of Termination of this Agreement, the TCEQ shall remove any equipment placed at the Site pursuant to this Agreement and restore the site to the condition it was in prior to the installation of the equipment as agreed to above.

11. Sovereign Immunity

The parties agree that by entering into this Agreement sovereign immunity is not being waived by either party as to suit, liability, and/or the payment of damages. The parties agree that all claims, suits, or obligations arising under or related to this Agreement are subject and limited to the availability of funds appropriated by the Texas legislature or the governing body of Licensor for that respective claim, suit, or obligation.

12. Severability

The fact that a particular provision is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the Agreement will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be replaced with language that is as close as possible to the intent of the original provision.

13. Entire Agreement

This Agreement constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly signed by both of the parties.

IN WITNESS WHEREOF, TCEQ and Licensor have signed this Agreement.

Texas Commission on Environmental Quality**Licensor**

By:

By:

Signature_____
SignatureRichard C. Chism

Printed Name_____
Printed NameDirector, Monitoring Division

Title_____
Title_____
Date Signed_____
Date Signed

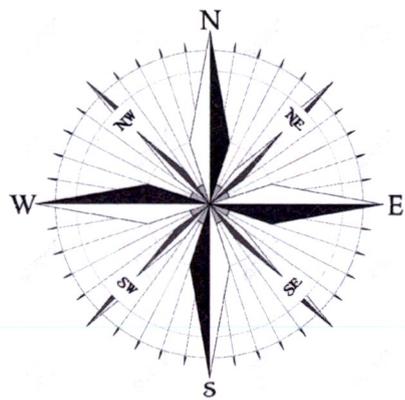
Exhibit A: Beaumont-Royal Site Map



Fire Station No. 11

525 Royal Street
Beaumont, Texas

Equipment installed
on the southwest corner of
Neches Street & Craig Street.



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 five (5) year Air Monitoring Site Agreement, with an option to renew for a period of five (5) years, between the City of Beaumont and the Texas Commission on Environmental Quality (TCEQ) to permit TCEQ to locate and operate a continuous air monitoring station on land located at 525 Royal Street. The Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to enter into an agreement with Discovery Benefits, Inc., for Flexible Spending Accounts (FSA) administration.

BACKGROUND

The City currently has 220 employees who take advantage of Flexible Spending Accounts (FSA). FSAs allow the City to offer a low-cost benefit that meets employee needs in critical benefit areas. Using these accounts, an employee can set aside a portion of wages before Social Security and Medicare taxes (7.65%) to be used for qualifying medical and dependent care expenses. The City does not pay the matching Social Security and Medicare taxes (7.65%) on the wages.

Since 2010, the City has outsourced the administration of the FSAs due to the complex IRS regulations and legislative changes as well as privacy issues that are associated with them. Holmes Murphy Associates, Inc. conducted a bid for third party administration of the FSAs. Discovery Benefits and TASC responded. Discovery Benefits, the City's current provider, held the pricing the same as that of the current contract which is \$4.50 per employee per month or total annual premiums of \$11,880. TASC proposed the same fees. Discovery Benefits has successfully administered the accounts by providing debit cards to those employee participants, ensuring all medical expenses submitted are in compliance with the regulations as well as online claims filing and reporting.

FUNDING SOURCE

Employee Benefits Fund.

RECOMMENDATION

Approval of the resolution.

Proposed FSA Fees

		Discovery	TASC
Participants	220	Proposed FSA Fees	Proposed FSA Fees
FSA Administration Fee (PEPM)		\$4.50	\$4.50
Debit Card Fee (PEPM)		Included	Included
Implementation/Set Up Fee		Included	Waived
Annual Renewal Fee		Included	Waived
Additional Fees (please outline/explain)		No additional fees.	Dedicated Relationship Manager - \$1200/Annually Special Reporting Needs - TBD upon request
Employee Communication Material (Please List)			Electronic Included at no additional cost
1		Discovery will provide the following materials at no additional cost: <ul style="list-style-type: none"> • FSA Guide • Guide to the Benefits Debit Card • Guide to Substantiating Debit Card Transactions • Guide to Filing Claims 	New Participants receive a welcome email;
2		All materials are available in an electronic format available on Discovery's website. Employers may download the materials to post on their intranet or open enrollment portal. Standard materials can be provided in hard copy at no additional cost (within standard timeframes). The quantity provided is determined by the number of FSA participants plus a percentage surplus. Discovery reserves the right to limit the quantity of printed guides provided.	This welcome email also contains their unique TASC ID number, instructions for creating their password, link to the Participant Reference Guide, information on our innovative service features and instructions on how to contact TASC.
Monthly Premiums		\$990	\$990
Annual Premiums		\$11,880	\$11,880

Assumptions

Participation Requirements	None	None
Rate Guarantee	24 Months	24 Months
Commissions	Net	Net
Other		



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 enter into a two (2) year agreement with Discovery Benefits, Inc., of Fargo, North Dakota, effective January 1, 2016, for administration of the City's Medical and Dependent Care Flexible Spending Accounts.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for an agreement between the City of Beaumont and Beaumont Family Practice Associates.

BACKGROUND

Beaumont Family Practice Associates shall perform the service of chest x-rays for the Beaumont Public Health Department Tuberculosis Division for TB screenings. The Beaumont Public Health Department agrees to reimburse Beaumont Family Practice Associates at \$55.00 per x-ray. This cost is reimbursed by a federal grant. This agreement is effective for two years from date of activation.

FUNDING SOURCE

TB Grant Fund - Public Health

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute a two (2) year Agreement between the City of Beaumont and Beaumont Family Practice Associates for the reimbursement of costs relating to the service of chest x-rays for tuberculosis screening. The Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

Agreement shall cease. It is agreed, by signature of this Agreement, that the terms and conditions of any and all previous contract agreements between Subcontractor and the Contractor have been completed to the satisfaction of both parties. Continuation of this agreement is contingent on the approval of the Health Director.

2. PROFESSIONAL SERVICES TO BE PERFORMED:

Contractor shall perform one (1) view PA chest x-ray at the cost of \$55.00 per X-ray for TB screening.

The Contractor shall be responsible in performance of services to act in accordance with any applicable policies of the City and, shall comply with those policies of the City and, additionally shall comply with the policies set forth below:

- a) The Subcontractor should promptly inform the City Manager and Health Director of any change of name, address or telephone number.
- b) The conviction of a felony offense shall be grounds for rendering the Subcontractor incapable of providing services under this Agreement.
- c) Violation of confidential communications of the medical records of patients shall be grounds for rendering the Subcontractor incapable of performing services under this Agreement.
- d) The Subcontractor shall comply with the ethical code of the medical profession, including, but not limited to, maintaining confidentiality of medical records.
- e) Beaumont Family Practice certifies that their organization / practitioners are not delinquent on any repayment agreements; have not had a required certification or license revoked; have not had a contract terminated by the City of Beaumont or the Texas Department of State Health Services; and / or have not voluntarily surrendered any required license within the past three (3) years.

3. COMPENSATION:

The fee for one (1) view PA chest x-ray will be \$ 55.00 per x-ray and all additional expenses including, but not limited to, travel, medical malpractice insurance, etc., are the sole responsibility of Beaumont Family Practice Associates.

4. INDEMNITY:

It is understood and agreed that Beaumont Family Practice Associates (subcontractor) is an independent contractor and hereby agrees to hold harmless, indemnify and defend the City, its officers, agents and employees, from and against any liability, claim, cause of action, damages, personal injury or death arising out of or in connection with the services performed or to be performed by the Subcontractor pursuant to this Agreement.

5. PROFESSIONAL LIABILITY INSURANCE:

The Subcontractor is responsible providing his own professional liability insurance coverage. The City will not provide legal services or pay any judgment rendered against Subcontractor for any suit or claim arising out of the performance of the Contractor's duties as outlined herein. Subcontractor is to provide proof of said liability coverage.

6. NONDISCRIMINATION:

The Contractor hereby agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation, or beliefs, be excluded from, be denied the benefits of, or be otherwise subjected to discrimination as regards to any services or activity under this contract; and hereby gives assurance the Contractor will immediately take any measure necessary to effectuate this Agreement.

IN WITNESS THEREOF, the parties execute this Contract in duplicate originals on the
___ day of _____, 2015.

CITY OF BEAUMONT

By: _____
Kyle Hayes, City Manager

BEAUMONT FAMILY PRACTICE
ASSOCIATES

By: Caralace Bertland



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Jarmon, Executive Assistant to the City Manager

MEETING DATE: December 8, 2018

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to sign a Memorandum of Understanding with the Area Agency on Aging related to the 2-1-1 Area Information Center.

BACKGROUND

The Area Agency on Aging, which is a division of the Southeast Texas Regional Planning Commission (SETRPC), operates the 2-1-1 Area Information Center. 2-1-1 is a confidential and free helpline that provides referral and information services to individuals seeking information on social services, health and human services, and financial services. The MOU provides that any calls Beaumont 3-1-1 receives that can be handled by 2-1-1 will be directed to 2-1-1, and any calls that 2-1-1 receives that can be handled by 3-1-1 will be sent to Beaumont 3-1-1.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and the Area Agency on Aging relating to the 211 Area Information Center and Beaumont 311. The 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 8th day of
December, 2015.

- Mayor Becky Ames -

Memorandum of Understanding
between
Area Agency on Aging of Southeast Texas
2-1-1 Area Information Center of Southeast Texas
and
City of Beaumont 3-1-1 Helpline

This Memorandum of Understanding is between the Area Agency on Aging of Southeast Texas, 2-1-1 Area Information Center of Southeast Texas, and the City of Beaumont 3-1-1 Helpline. The purpose of this understanding is to ensure a cooperative working agreement and exchange of information between 2-1-1 Area Information Center of Southeast Texas and City of Beaumont 3-1-1 Helpline. This understanding provides that both agencies will cooperate and mutually support each other to the extent necessary to ensure that all Southeast Texas citizens have access to Information and Referral (I&R) resources and non-emergency services and information.

AAASET 2-1-1 Area Information Center of Southeast Texas agrees to:

- Maintain an accurate, organized system of regional health and human service resources in a centralized database for Hardin, Jefferson, and Orange counties.
- Maintain a centralized, well-staffed 2-1-1 Texas Area Information Center, which operates during normal business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday. Twenty-four hour coverage is provided by routing after-hour, weekend, and holiday calls to the United Way of Greater Houston 2-1-1 Area Information Center.
- Follow pre-established protocols to direct any non-emergency City of Beaumont related calls to Beaumont 3-1-1 as quickly as possible. If the individual is able to hang up and dial 3-1-1, they will be directed to do so. However, if they are unable to hang up and dial 3-1-1 themselves they will be transferred to 409-980-8311. Otherwise, protocols and procedures developed collaboratively by 3-1-1 and 2-1-1 will be followed.
- Provide 3-1-1 with after-hours contact information for 2-1-1 Area Information Center of Southeast Texas management staff and United Way of Greater Houston 2-1-1 Area Information Center management staff.
- Provide United Way of Greater Houston 2-1-1 Area Information Center with contact information for City of Beaumont 3-1-1 Helpline.
- Provide access to local resources via an online database at www.211.setrpc.org.
- As requested by Beaumont 3-1-1 staff, provide in-service training to 3-1-1 staff regarding 2-1-1 Area Information Center of Southeast Texas and the delivery of non-emergency information.
- Provide increased accessibility to 2-1-1 Area Information Center of Southeast Texas by providing Language Line Service availability.

City of Beaumont 3-1-1 agrees to:

- Work closely and collaboratively with 2-1-1 Area Information Center of Southeast Texas to ensure that relevant social and human service calls and information requests are directed to 2-1-1 Area Information Center of Southeast Texas.

- On an as-needed basis, provide appropriate in-service training to 2-1-1 Area Information Center of Southeast Texas staff regarding the services, operational strategies and call transfer procedures of 3-1-1.
- Notify 2-1-1 Area Information Center of Southeast Texas immediately of any problems that may arise or become known to 3-1-1 regarding confusion in 3-1-1 and 2-1-1 calls, or issues concerning call transfer procedures, service delivery, printed or electronic resource materials, or other areas that might hinder a positive working relationship between the parties.

This agreement is made in the spirit of cooperation between the Area Agency on Aging of Southeast Texas, 2-1-1 Area Information center of Southeast Texas, and City of Beaumont 3-1-1, with the goal of having calls properly directed calls to Beaumont 3-1-1 and 2-1-1 Texas.

Compensation:

- No compensation shall be paid to either party for providing services under this MOU.

Term:

- This agreement shall be effective for a period not to exceed one (1) year from the date of execution.

For AAASET 2-1-1 AIC of Southeast Texas:

For City of Beaumont

 Colleen Halliburton, Director Date
 Area Agency on Aging of Southeast Texas
 2-1-1 AIC of Southeast Texas

 Kyle Hayes, City Manager Date
 City of Beaumont



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary, specifically a Memorandum of Understanding, between the Office of the Attorney General of Texas and the Police Department.

BACKGROUND

The Internet Crimes Against Children (ICAC) Task Force was created to help State and Local Law enforcement agencies enhance their investigative response to offenders who use the internet, online communication systems, or other computer technology to sexually exploit children. The program is currently composed of regional Task Force agencies funded by the United States Office of Juvenile Justice and Delinquency Prevention. The Training and Technical Assistance Program was established to assist these agencies with training and technical assistance in support of their Internet Crimes Against Children initiatives.

Signing this Memorandum of Understanding with the Attorney General's office, would make ICAC resources, contracts and training available to our department.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Manager, or his designee, be and they are hereby authorized to execute all documents necessary, specifically a Memorandum of Understanding between the Beaumont Police Department and the Office of the Attorney General for certain Internet Crimes Against Children (ICAC) Task Force activities. The 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 8th day of December, 2015.

- Mayor Becky Ames -

MEMORANDUM OF UNDERSTANDING
between
THE OFFICE OF THE ATTORNEY GENERAL
AND
BEAUMONT POLICE DEPARTMENT

OAG Contract No. 1665397

This Memorandum of Understanding (MOU) is executed between the Office of the Attorney General of Texas (OAG) and Beaumont Police Department (DEPARTMENT) for certain Internet Against Children Crimes Task Force activities. The OAG and Beaumont Police Department may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1 MISSION OF THE OAG

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (OJJDP) has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute ICAC activities. The ICAC program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education.

The OAG is designated by the OJJDP as the Regional Contact for the "Texas, Southern ICAC Task Force." The OAG is a recipient of an OJJDP ICAC grant. The OAG utilizes the ICAC grant funds to administer and operate an ICAC Task Force. The mission of the OAG's ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting Internet crimes against children, and (3) provide community education regarding the prevention of Internet crimes against children.

SECTION 2 PURPOSE OF THE MOU

The purpose of this MOU is to formalize the working relationship between the OAG and the DEPARTMENT. This MOU delineates the responsibilities and expectations of the parties. By signing this MOU, the DEPARTMENT agrees to join the OAG ICAC Task Force for the primary purpose of vigorously and properly performing ICAC investigations. By joining the OAG ICAC Task Force, the DEPARTMENT will benefit from joint operations and extensive training opportunities.

By entering into this MOU, the OAG will benefit from the investigative support by the DEPARTMENT.

This MOU cancels and replaces any prior existing ICAC Task Force MOU between the Parties.

SECTION 3 INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other OAG ICAC Task Force members. Investigations will follow guidelines established by each party's agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC operational standards is cause for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the Task Force.

SECTION 4 DEPARTMENT'S DUTIES AND RESPONSIBILITIES

The DEPARTMENT will ensure the following activities:

- A. Only sworn DEPARTMENT law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OAG.
- B. Conduct reactive investigations where subjects are associated with the DEPARTMENT's jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, or other appropriate sources.
- C. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.
- D. Provide agents assigned to the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.
- E. Locate its ICAC investigators in secured space provided by the DEPARTMENT with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of the DEPARTMENT ICAC Task Force personnel, with restricted access to authorized personnel only.

- F. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

SECTION 5 SUPERVISION; COMPLIANCE WITH REGULATORY AND LICENSING BODIES

The DEPARTMENT will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

The DEPARTMENT agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this MOU. The DEPARTMENT agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 6 NO EMPLOYMENT RELATIONSHIP WITH THE OAG; LIABILITY

The DEPARTMENT expressly agrees that there is no employment relationship between the DEPARTMENT and the OAG. Under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of the DEPARTMENT be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG.

To the extent allowed by law, the DEPARTMENT is responsible for all types of claims whatsoever due to their own actions or performance under this MOU, including, but not limited to, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

SECTION 7 REPORTING STATISTICS

Using the reporting form provided by the OAG, the DEPARTMENT shall submit monthly statistics to the OAG on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th calendar day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, the DEPARTMENT shall provide detail reporting on the basic case data for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the DEPARTMENT. The OAG will then be responsible for all required reporting to OJJDP.

SECTION 8 TRAINING

The DEPARTMENT shall make investigators designated as ICAC Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The DEPARTMENT will support the on-going training needs of its investigators to maintain their competency and currency.

SECTION 9 CONFIDENTIALITY

It is understood that any confidential information pertaining to ICAC investigations will be held in the strictest confidence, and will only be shared with participating OAG ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Section 10 Term of MOU

This MOU shall be effective on November 1, 2015 and will continue in effect until August 31, 2017.

Section 11 Termination of MOU

Either Party, at its sole discretion, with or without cause, may terminate this MOU upon thirty (30) calendar day written notice to the other Party. Reasons for the OAG to terminate this MOU, include, but are not limited to failure of DEPARTMENT to accept and/or investigate cyber tips, failure of DEPARTMENT to report statistics to the OAG, failure of DEPARTMENT to adhere to national ICAC program's Operational and Investigative Standards, or failure of DEPARTMENT to not exercise reasonable efforts to support the on-going training needs of its investigators to maintain their competency and currency.

Section 12 Signatures

The Parties stipulate and agree that the signatories hereto are signing, executing and performing this MOU only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

BEAUMONT POLICE DEPARTMENT

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Jarmon, Executive Assistant to the City Manager

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution casting the City's four hundred and forty seven (447) votes for C. L. Sherman to the Board of Directors of the Jefferson County Appraisal District.

BACKGROUND

C.L. Sherman is a current member of the Board of Directors of the Jefferson County Appraisal District. The terms of the current Board members expire on December 31, 2015.

A letter from Angela Bellard, Chief Appraiser, is attached for your review.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution



Jefferson County Appraisal District

P. O. Box 21337
Beaumont, Texas 77720-1337

4610 S. Fourth St.
Beaumont, Texas 77705

(409) 840-9944
(409) 727-4611
Fax (409) 727-5621

CHIEF APPRAISER
Angela Bellard, RPA, RES

October 20, 2015

MEMBERS OF THE BOARD
Miriam K. Johnson, Chairperson
Dr. Louis Reed, Jr., Secretary
Allison Nathan Getz
Eugene Landry
Charles Lankford
C. L. Sherman

Mrs. Becky Ames
Mayor
City of Beaumont
P O Box 3827
Beaumont TX 77704

Dear Mayor Ames:

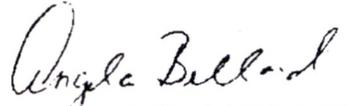
In accordance with Section 6.03(f) of the Property Tax Code, I have enclosed a copy of the ballot of the nominees for the Jefferson County Appraisal District Board of Directors for the 2016 - 2017 term of office.

All five positions on the Board of Directors are up for re-election. You may cast all of your votes for one nominee or distribute them as you wish among the nominees.

Each taxing unit entitled to vote must cast its votes in the form of a resolution adopted by its governing body and submit it to me before December 15, 2015.

Please refer to the enclosed voting allocation to determine the number of votes your entity is entitled to in this election. The nominee receiving the majority of the votes of the conservation and reclamation districts will receive all of the votes cast by these districts.

Sincerely,


Angela Bellard, RPA, RES
Chief Appraiser

pjb

Enclosures - 2

c: Mr. Kyle Hayes, City Manager

ELECTION BALLOT

Jefferson County Appraisal District

Board of Directors, 2016 - 2017 Term of Office

The following individuals have been nominated:

Allison Nathan Getz

Eugene Landry

Charles Lankford

Dr. Louis Reed

C. L. Sherman

JEFFERSON COUNTY APPRAISAL DISTRICT

Voting Allocation for 2016 - 2017 Board of Directors Based on 2014 Tax Levies

	<u>2014 Tax Levy</u>	<u>% of Total Tax Levy</u>	<u># of Votes</u>
Drainage District #6	\$19,231,418.64	3.62%	181
Drainage District #7	\$18,618,106.97	3.50%	175
Navigation and Waterways Dist	\$20,178,355.38	3.80%	190
Port of Beaumont	\$6,009,664.91	1.13%	56
Port of Port Arthur	\$13,756,070.64	2.59%	129
Port of Sabine Pass	\$544,328.59	0.10%	5
Trinity Bay Conservation Dist	\$29,377.30	0.01%	1
WCID #10	\$614,533.35	0.12%	6
SUBTOTAL C & R DISTRICTS:	\$78,981,855.78	14.86%	743
Jefferson County	\$91,991,712.87	17.31%	866
Beaumont ISD	\$128,754,973.92	24.23%	1,212
Hamshire-Fannett ISD	\$9,443,496.98	1.78%	89
Hardin Jefferson ISD	\$5,792,609.21	1.09%	54
Nederland ISD	\$24,349,362.19	4.58%	229
Port Arthur ISD	\$67,310,730.38	12.67%	633
Port Neches-Groves ISD	\$35,030,643.27	6.59%	330
Sabine Pass ISD	\$8,389,626.15	1.58%	79
City of Beaumont	\$47,518,548.86	8.94%	447
City of Bevil Oaks	\$114,596.17	0.02%	1
City of Groves	\$4,876,381.31	0.92%	46
City of Nederland	\$5,866,119.40	1.10%	55
City of Port Arthur	\$17,018,091.82	3.20%	160
City of Port Neches	\$5,912,561.00	1.11%	56
SUBTOTALS:	\$452,369,453.53	85.14%	4,257
TOTALS:	\$531,351,309.31	100.00%	5,000

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby casts all of its votes for C. L. Sherman to the Board of Directors of the Jefferson County Appraisal District.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -



L

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 8, 2015

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

BACKGROUND

Kinsel Auto Group 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 0.3079 acre tract out of the Frederick Bigner Survey, Abstract No. 1. The water line easement is for the construction of a new auto dealership located at 4235 Eastex Freeway.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Kinsel Auto Group has agreed to convey a ten foot (10') wide exclusive water line easement, said easement being a 0.3079 acre tract out of the Frederick Bigner Survey, Abstract No. 1, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, to the City of Beaumont for the purpose of constructing a new auto dealership located at 4235 Eastex Freeway; 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 a ten foot (10') wide exclusive water line easement conveyed by Kinsel Auto Group, being a 0.3079 acre tract out of the Frederick Bigner Survey, Abstract No. 1, as described in Exhibit "1" and shown on Exhibit "2," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, KINSEL AUTO GROUP, of the County of Jefferson, 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 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 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 _____, 2015.

GRANTOR:

KINSEL AUTO GROUP

By: _____

Printed Name: Craig Kinsel

Title: _____

EXHIBIT "A"

Page 1 of 3

June 4, 2015

Surveyor's Field Note Description: 0.3079 Acre Exclusive City Water Line Easement

BEING a 0.3079 acre tract of land out of and a part of that certain Kinsel Auto Group called 4.14 acre tract of land, more fully described as Tract I and that certain called 1.9 acre tract of land, more fully described as Tract III recorded in Clerks File No. 2006037699 and that certain Kinsel Auto Group called 1.2927 acre tract of land, more fully described and recorded in Clerks File No. 2015008431 of the Official Public Records of Jefferson County, Texas. Said 0.3079 acre tract of land being situated in the Frederick Bigner Survey, Abstract No. 1, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 3/4 inch iron rod found at the North corner of said 1.2927 acre tract, same being the Northeast corner of that certain National Retail Properties, L.P. called 11.473 acre tract of land, more fully described and recorded in Correction Deed filed in Clerks File No. 2012029083 of said Official Public Records and being in the Southwest line of US Highway 69, 96 & 287 (Eastex Freeway) variable width right-of-way

THENCE South 43 deg. 49 min. 22 sec. East along and with the Northeast line of said 1.2927 acre tract, same being the Southwest line of US Highway 69, 96 & 287 (Eastex Freeway), a distance of 11.85 feet to a point for corner;

THENCE in a Southwesterly and Easterly direction along and with the East and North line of this proposed waterline easement the following bearings and distances:

South 13 deg. 41 min. 32 sec. West, a distance of 366.05 feet to a point for corner;
South 76 deg. 18 min. 28 sec. East, a distance of 33.91 feet to a point for corner;
South 14 deg. 34 min. 52 sec. West, a distance of 204.24 feet to a point for corner;
South 41 deg. 42 min. 15 sec. East, a distance of 236.75 feet to a point for corner;
North 84 deg. 19 min. 44 sec. East, a distance of 139.79 feet to a point for corner;
North 45 deg. 52 min. 24 sec. East, a distance of 344.02 feet to a point for corner in the Northeast line of said 1.9 acre tract, same being the Southwest line of US Highway 69, 96 & 287 (Eastex Freeway);

THENCE South 38 deg. 09 min. 40 sec. East along and with the Northeast line of said 1.9 acre tract, same being the Southwest line of US Highway 69, 96 & 287 (Eastex Freeway), a distance of 10.05 feet to a point for corner;

THENCE in a Southwesterly and Northerly direction along and with the South and West line of this proposed waterline easement the following bearings and distances:

South 45 deg. 52 min. 24 sec. West, a distance of 346.47 feet to a point for corner;
South 84 deg. 19 min. 44 sec. West, a distance of 148.37 feet to a point for corner;
North 41 deg. 42 min. 15 sec. West, a distance of 247.19 feet to a point for corner in the West line of said 1.9 acre tract, same being an East line of said 11.473 acre tract;
North 14 deg. 34 min. 52 sec. East along and with the West line of said 1.9 acre tract, same being an East line of said 11.473 acre tract, a distance of 199.43 feet to a concrete monument found at the Northwest corner of said 1.9 acre tract, same being



EXHIBIT "A"

Page 2 of 3

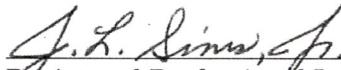
0.3079 Acre Exclusive City Water Line Easement

a Northeast corner of said 11.473 acre tract and being in the South line of said 1.2927 acre tract;

North 76 deg. 18 min. 28 sec. West, a distance of 33.75 feet to a point for corner in the West line of said 1.2927 acre tract, same being an East line of said 11.473 acre tract;

North 13 deg. 41 min. 32 sec. East along and with the West line of said 1.2927 acre tract, same being an East line of said 11.473 acre tract, a distance of 382.41 feet to the **PLACE OF BEGINNING**, containing 0.3079 acre of land, more or less.

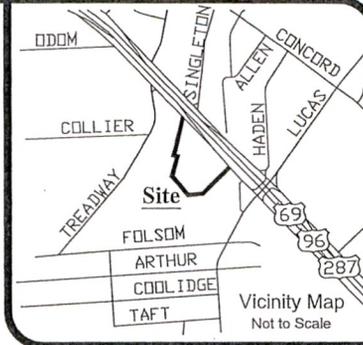
(This description is based upon a survey made on the ground under my direct supervision on May 13, 2015 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas Coordinate System of 1983 (CORS)(2011), South Central Zone '4204' (US Survey foot). All distances and acreages are surface with a combined adjustment factor of 1.00007 applied.)


Registered Professional Land Surveyor

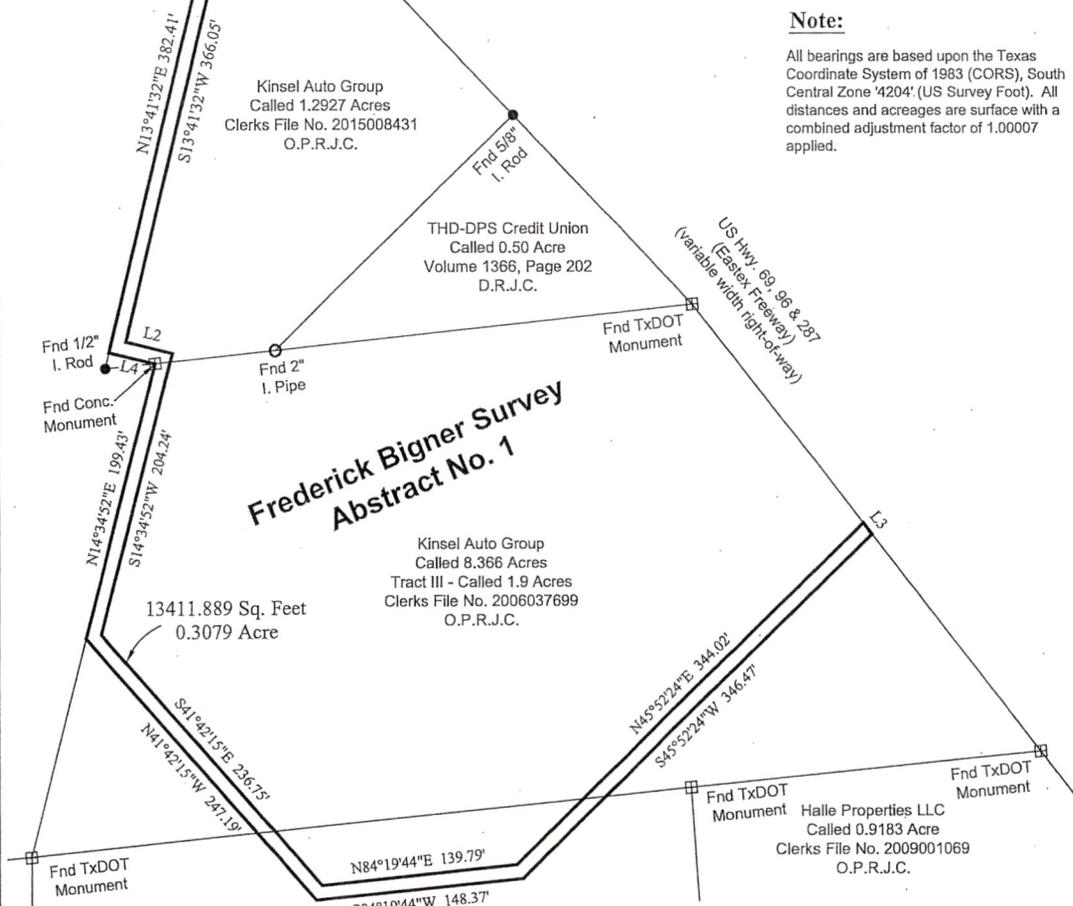


Line	Bearing	Distance
L1	S43°49'22"E	11.85'
L2	S76°18'28"E	33.91'
L3	S38°09'40"E	10.05'
L4	N76°18'28"W	33.75'

EXHIBIT "A"
Page 3 of 3
0.3079 Acre Exclusive
City Water Line Easement



POB
Fnd 3/4" I. Rod
National Retail Properties, L.P.
Called 11.473 Acres
more fully described in
Correction Deed recorded in
Clerks File No. 2012029083
O.P.R.J.C.

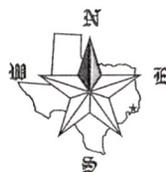
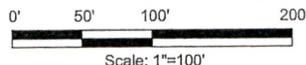


Note:
All bearings are based upon the Texas Coordinate System of 1983 (CORS), South Central Zone '4204' (US Survey Foot). All distances and acreages are surface with a combined adjustment factor of 1.00007 applied.

Submitting Information:
Kinsel Auto Group
Beaumont, Texas 77708
Attn: Craig Kinsel 409-924-6203

Site Address:
4235 Eastex Freeway
Beaumont, Texas 77708

Kinsel Auto Group
Called 8.366 Acres
Tract I - Called 4.14 Acres
Clerks File No. 2006037699
O.P.R.J.C.



NOTICE:
The findings and opinions of WORTECH Land Surveyors, Inc. reflected herein are privileged, confidential and intended only for the use of the individual or entity for whom this work was prepared. It is understood that the use of, reliance on, or reproduction of same, in whole or in part, by others without the express written consent of WORTECH Land Surveyors, Inc. is prohibited and without warranty, express or implied. WORTECH Land Surveyors, Inc. shall be held harmless against any damages or expenses resulting from such unauthorized use, reliance or reproduction. Copyright 2015. All rights reserved.

Job No:	2015-040
Field Book:	753/74, 756/66
Dr. By:	JLS
Date:	9/01/2015
Rev. No:	0 - Final Issue



Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision on May 13, 2015, and is being submitted along with the Surveyor's field note description of the property shown hereon, which lies in Jefferson County, Texas.

J.L. Sims, Jr.
Registered Professional Land Surveyor

WORTECH
LAND SURVEYORS, INC.
Texas Firm Registration No: 10105600
1480 Cornerstone Court
Beaumont, Texas 77706
Tel: 409.866.9769
Fax: 409.866.7075
www.wortech.com

This document not valid without original seal and signature of person certifying



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing Ambu-Care Trans, LLC, DBA Ambu-Care Trans to operate an ambulance transport service in the city limits of Beaumont.

BACKGROUND

Floyd Dixon, owner of Ambu-Care Trans, LLC is requesting City Council's approval to operate an ambulance transport service in the city limits of Beaumont. Ambu-Care Trans will operate as a transport service only (Basic Life Support) for the elderly and persons with disabilities, and will not participate in the City of Beaumont's Rollover Agreement to respond to emergency calls.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

To: Kyle Hayes
From: Sherry Ulmer
Re: Ambu-Care-Trans LLC
Date: 12/2/2015

Floyd Dixon, owner of Ambu-Care Trans LLC, DBA Ambu-Care Trans located at 4879 Hwy 69 S, Beaumont, Texas 77705 is requesting approval from Beaumont's City Council to operate an ambulance transport service in the city limits of Beaumont. According to the Texas Administrative Code 25 Tx ADC Sec. 157.11 (Y), a governing body of a municipality may issue a letter of approval to an emergency medical services provider applicant who is applying to provide emergency medical services in a municipality only if the governing body determines that:

- 1) The addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers already operating in the municipality;
- 2) The addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of licensed emergency services providers operating in the municipality; and
- 3) The addition of another licensed emergency medical services provider will cause an oversupply of licensed emergency services in the municipality.

Ambu-Care Trans will operate as a transport service only (Basic Life Support) for the elderly and persons with disabilities, and will not participate in the City of Beaumont's Rollover Agreement to respond to emergency calls.

Currently, there are 4 private ambulance companies operating in the City of Beaumont, and 3 of them participate in the city's Rollover Agreement to respond to emergency calls.

Ambucare Trans LLC

3402 Dowling St. Suite 110
Houston, TX. 77004

Office: 713-772-9462
Fax: 713-520-4593

November 23, 2015

Beaumont City Council
801 Main St.
Beaumont, Texas 77701

Members of the City Council,

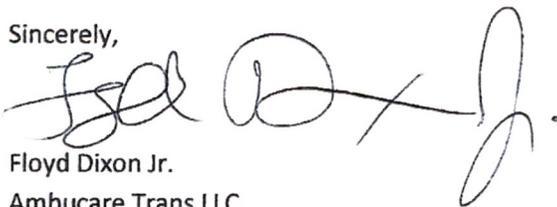
I am writing this letter to ask for permission to operate an ambulance service in the City of Beaumont.

My name is Floyd Dixon Jr., and I am the owner of Ambucare Trans LLC. We are a transportation company that operates wheel-chair and ambulance transportation. We have been in business for 7 years and have a stellar record.

I was born and raised here in Beaumont. I have always done things to help my community, from Turkey give away that we did last year, to toy drives and summer football camps. My brother and I have other businesses here and enjoy helping to provide jobs. Not only is this service needed for the elderly, but also a means to provide some employment for the community.

Thank you for your time and support.

Sincerely,



Floyd Dixon Jr.
Ambucare Trans LLC

RESOLUTION NO.

WHEREAS, Floyd Dixon, owner of Ambu-Care Trans, LLC, DBA Ambu-Care Trans, is requesting approval to operate an ambulance transport service in the city limits of Beaumont; and,

WHEREAS, Amu-Care Trans will operate as a transport service only (Basic Life Support) for the elderly and persons with disabilities, and will not participate in the City of Beaumont's Rollover Agreement to respond to emergency calls; and,

WHEREAS, the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers already operating in the City; and,

WHEREAS, the addition of another licensed emergency medical service provider will remedy an existing provider shortage that cannot be resolved through the use of licensed emergency services providers operating in the City; and,

WHEREAS, the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency services in the City; and,

WHEREAS, the City Council is of the opinion that the request of Floyd Dixon, owner of Ambu-Care Trans, LLC, DBA Ambu-Care Trans, to operate an ambulance transport service in the city limits of Beaumont should be approved;

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 request of Floyd Dixon, owner of Ambu-Care Trans, LLC, DBA Ambu-Care Trans, to operate an ambulance transport service in the city limits of Beaumont is hereby approved.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS DECEMBER 8, 2015 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 4-13/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a Specific Use Permit to allow a restaurant in an NC (Neighborhood Commercial) District at 5220 Eastex Freeway
2. Consider a request for a Specific Use Permit to allow commercial vehicle parking at 5595 Fannett Road
3. Consider a request to abandon a five foot street light easement located between lots 2 & 3, Block 1, Washington Park
4. Consider a resolution approving the purchase of twenty-one vehicles from Silsbee Ford for use by various City departments
5. Consider a resolution approving the purchase of five Chevrolet Tahoe patrol vehicles from Caldwell Country Chevrolet of Caldwell for use by the Police Department
6. Consider authorizing the City Manager to execute an Industrial District Contract with Entergy Texas, Inc.
7. Consider authorizing the City Manager to execute an Industrial District Contract with Chemtrade Refining Services, Inc.
8. Consider authorizing the City Manager to execute an Industrial District Contract with Enterprise Beaumont Maurine West, LP
9. Consider authorizing the City Manager to execute an Industrial District Contract with Enterprise Refined Products Co, LLC

10. Consider a resolution authorizing the City Manager to award a bid to LD Kemp Excavating, Inc. of Fort Worth for the Landfill Cell 2 Construction Project
11. Consider a resolution approving the award of a contract to Marsh Waterproofing, Inc. of Vidor for improvements to the exterior façade, masonry and roof repairs at the Tyrrell Historical Library
12. Consider a resolution approving the purchase of a pumper fire truck from Siddons-Martin Emergency Group of Denton

WORKSESSION

- * Review and discuss establishing Empowerment Zone Number Six for an area surrounding Lamar University
13. Consider an ordinance establishing Empowerment Zone Number Six for an area surrounding Lamar University

WORK SESSION

- * Review and discuss subdivision regulations within the City of Beaumont's Extraterritorial Jurisdiction (ETJ)
- * Review and discuss private warranty programs available for customer water/sewer lines
- * Discuss the possibility of requesting proposals for the management of the Tennis Center at the Athletic Complex
- * Review and discuss allowing Transportation Network Companies to operate within the city limits of Beaumont

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.

December 8, 2015

Consider a request for a Specific Use Permit to allow a restaurant in an NC (Neighborhood Commercial) District at 5220 Eastex Freeway



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a restaurant in an NC (Neighborhood Commercial) District at 5220 Eastex Freeway.

BACKGROUND

Farid Abuseleh would like to open a restaurant in the existing structure at 5220 Eastex Freeway. The 4900 square foot structure will be utilized as J&J Wings and Seafood and is located in an NC (Neighborhood Commercial) District. The planned restaurant will operate mainly as take-out but will have a small seating area. Currently there are forty-three (43) parking spaces with three (3) Handicapped spaces. An existing eight (8) foot fence acts as the barrier between the proposed site and residential lots to the east.

Mr. Abuseleh requested a waiver to any additional requirements for landscaping.

At a Joint Public Hearing held November 16, 2015, the Planning Commission recommended 7:0 to approve a request for a Specific Use Permit to allow a restaurant in an NC (Neighborhood Commercial) District with the waiver to any additional requirements for landscaping.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Fahid Abusaleh

APPLICANT'S ADDRESS: 2600 Memorial Blvd

APPLICANT'S PHONE #: 409-2930420 FAX #:

NAME OF OWNER: L.Y. Wheeler Investments LTD

ADDRESS OF OWNER: 470 Orleans 12th Floor

LOCATION OF PROPERTY: 5220 EastTex Freeway

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT Tract I & II

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY 5970 F. Bigner

NUMBER OF ACRES _____ NUMBER OF ACRES ~~5970~~, 8601

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

PROPOSED USE: restaurant ZONE: NC¹ RM-H

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

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

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

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

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	<u>\$450.00</u>
5 ACRES OR MORE.....	\$650.00

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

SIGNATURE OF APPLICANT: [Signature] DATE: _____

SIGNATURE OF OWNER: [Signature] (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO: CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2248-P

DATE RECEIVED: _____ Phone - (409) 880-3764
Fax - (409) 880-3133

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

Specific Use Letter for 5220 Eastex Freeway

The property referenced above is an existing 4,900 square foot building that was previously a medical clinic. The building is well over 25 years old and has been vacant for the past 5-8 years.

We are under lease to the owner to open a restaurant called J&J Wings and Seafood. We have a very successful store in Port Arthur and are finishing construction on one in Orange. We have a unique receipt that has made us wildly successful. Our primary goal is for takeout but this store will have a small seating area as well.

Below are the Eight Conditions to be met.

1. Since the properties that are directly adjacent either side to this building on the frontage road are both commercial business, our building being opened and freshly updated will not only improve their property value by not having an empty run down building beside them but it will also bring attention to their business with our diverse traffic.
2. This property is already developed and built on the corner of the frontage road and side street with no other available property around it and therefore has no impact of future development of other properties.
3. Again this property has already been built in building, utilities, paving and drainage with no past problems.
4. All the paving and drives are already there. With the change of use from medical to restaurant, there will be less use of the side road (Treadway) than previous use improving traffic flow.
5. Some nuisance prevention exists as in the 8' fence barrier at back of property and the Treadway side of property. There is no noise, dust, vibration or fume issues from this business. Odor issues would be the smell of cooking food. Grease traps will be installed for sewer.
6. Exterior lighting will be change from the existing outward direction to a downward projecting security light. There are existing parking pole lights that face downward.
7. Landscaping is existing and will be improved on. There is fencing as well to shield parking from residential areas.
8. We have drawn the plans to reflect the intended use.

We would like to request a waiver for additional requirements to the existing landscaping or parking.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A RESTAURANT IN A NC (NEIGHBORHOOD COMMERCIAL) DISTRICT AT 5220 EASTEX FREEWAY IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Farid Abuseleh has applied for a specific use permit to allow a restaurant in a NC (Neighborhood Commercial) District at 5220 Eastex Freeway, 6632 Phelan Boulevard, being Plat D23, Tracts 98-A and 99, F. Bignar Survey, Beaumont, Jefferson County, Texas, containing 0.597 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a restaurant in an NC (Neighborhood Commercial) District at 5220 Eastex Freeway, with a waiver to any additional requirements for landscaping; and,

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

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow a restaurant in an NC (Neighborhood Commercial) District at 5220 Eastex Freeway, being Plat D23, Tracts 98-A and 99, F. Bignar Survey, Beaumont, Jefferson County, Texas, containing 0.597 acres, more or

less, as shown on Exhibit "A," is hereby granted to Farid Abuseleh, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, with a waiver to any additional requirements for landscaping.

Section 2.

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

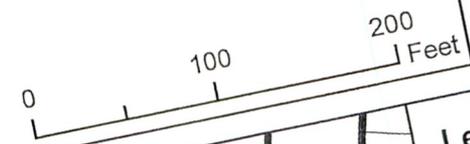
Section 3.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

File 2248-P: Consider a request for a Specific Use Permit to allow a restaurant in an NC
(Neighborhood Commercial) district.
Location: 5220 Eastex Freeway
Applicant: Farid Abusaleh



Legend
[Hatched box] 2248P

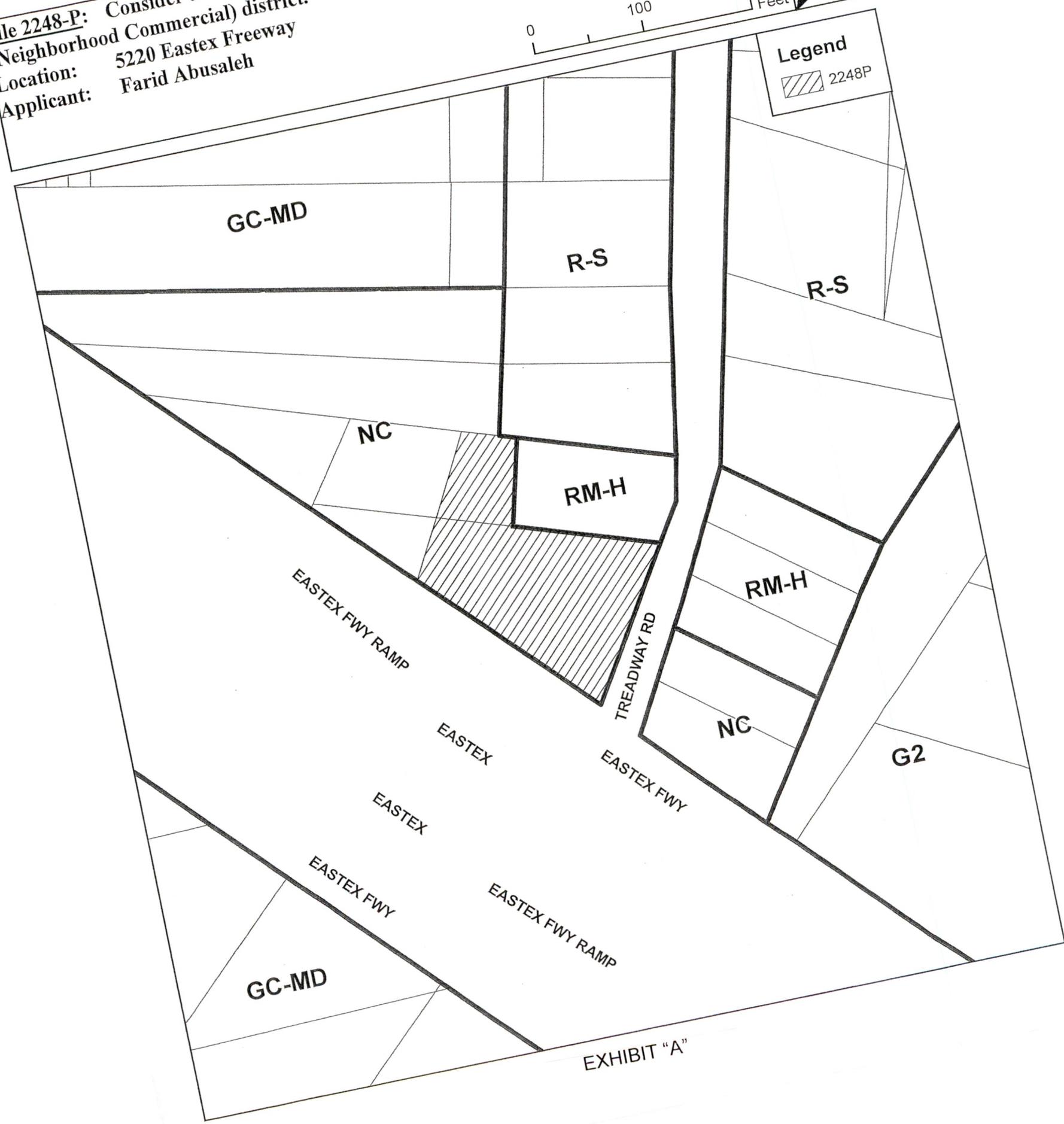


EXHIBIT "A"

December 8, 2015

Consider a request for a Specific Use Permit to allow commercial vehicle parking at 5595 Fannett Road



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow commercial vehicle parking at 5595 Fannett Road.

BACKGROUND

Swift International Services Group, Inc. would like to park commercial vehicles on the property located at 5595 Fannett Road. Swift provides rental vehicles to the Motiva Refinery in Port Arthur and to the Exxon Refinery in the Beaumont area. When the vehicles are not in use, a location to park or store the vehicles is needed. Rental vehicles can vary anywhere from a passenger vehicle to a commercial 18 wheeler truck and trailer. A small office is planned for the site. The lot will be used for short term storage only.

At a Joint Public Hearing held November 16, 2015, the Planning Commission recommended 7:0 to approve a request for a Specific Use Permit to allow commercial vehicle parking with the following conditions:

1. Install an eight foot tall, wood or masonry privacy fence, as required by city regulations, and ten foot wide landscaped buffer along the east 150 feet of the north property line, and along the south property line.
2. Install a six foot wide landscaped buffer, as required by city regulations, along Fannett Road and Crestland Loop.
3. Provide at least one ADA parking space next to the office building.
4. Any improvements within state right-of-way shall be permitted by TXDOT.
5. No storm water shall be allowed to drain onto adjacent properties before and after structures are built. Storm water shall drain towards the street.
6. Paving be asphalt or concrete.
7. Access to Crestland Loop shall not be the only point of access.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance with conditions.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC
USE PERMIT TO ALLOW COMMERCIAL VEHICLE
PARKING AT 5595 FANNETT ROAD IN THE CITY OF
BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Swift International Services Group, Inc. has applied for a specific use permit to allow commercial vehicle parking at 5595 Fannett Road, being parts of Lots 13 and 14, Block A, Tyrrell Park Addition, Beaumont, Jefferson County, Texas, containing 1.372 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow commercial vehicle parking at 5595 Fannett Road, subject to the following conditions:

- Install an eight foot tall wood or masonry privacy fence, as required by city regulations, and ten foot wide landscaped buffer along the east 150 feet of the north property line and along the south property line
- Install a six foot wide landscaped buffer, as required by city regulations, along Fannett Road and Crestland Loop
- Provide at least one ADA parking space next to the office building.
- Any improvements within state right-of-way shall be permitted by TxDOT
- No storm water shall be allowed to drain onto adjacent properties before and after structures are built. Storm water shall drain towards the street.
- Paving be asphalt or concrete
- Access to Crestland Loop shall not be the only point of access

; and,

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

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

That a specific use permit to allow commercial vehicle parking at 5595 Fannett Road, being parts of Lots 13 and 14, Block A, Tyrrell Park Addition, Beaumont, Jefferson County, Texas, containing 1.372 acres, more or less, as shown on Exhibit "A," is hereby granted to Swift International Services Group, Inc., its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- Install an eight foot tall wood or masonry privacy fence, as required by city regulations, and ten foot wide landscaped buffer along the east 150 feet of the north property line and along the south property line
- Install a six foot wide landscaped buffer, as required by city regulations, along Fannett Road and Crestland Loop
- Provide at least one ADA parking space next to the office building.
- Any improvements within state right-of-way shall be permitted by TxDOT
- No storm water shall be allowed to drain onto adjacent properties before and after structures are built. Storm water shall drain towards the street.
- Paving be asphalt or concrete
- Access to Crestland Loop shall not be the only point of access

Section 2.

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

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended,

as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS
APPLICANT'S NAME: Swift International Service Group, Inc
APPLICANT'S ADDRESS: 6621 long point, Houston, TX 77055
APPLICANT'S PHONE #: 713-957-8882 FAX #: 713-263-7975
NAME OF OWNER: NERU THOMAS
ADDRESS OF OWNER: 17422 Naremore CT, Spring, TX 77379
LOCATION OF PROPERTY: 5595 Fannett Rd Beaumont, TX 77705

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. part of lots 13 & 14 OR TRACT _____
BLOCK NO. A PLAT _____
ADDITION Tyrrell park addition SURVEY _____
NUMBER OF ACRES 1.312 Acres NUMBER OF ACRES _____

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

PROPOSED USE: Vehicle parking ZONE: _____

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

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

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

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

ATTACH THE APPROPRIATE APPLICATION FEE:

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

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

SIGNATURE OF APPLICANT: [Signature] DATE: 10/13/15
SIGNATURE OF OWNER: [Signature] DATE: 10/13/15

PLEASE TYPE OR PRINT AND SUBMIT TO:

NERU THOMAS

FILE NUMBER: 2242-P
DATE RECEIVED: _____

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

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

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



Swift Service Company

A DIVISION OF SWIFT INT'L. SERVICE GROUP

P.O. Box 680172

Houston, TX 77268-0172

Ph: (713) 957-8882 Fax: (713) 957-8885

10/13/2015

To: City of Beaumont
Planning Division
801 Main St., Room 201
Beaumont, Texas 77701

To whom it may concern:

I am requesting a permit for my property at 5595 Fannett Road in Beaumont Texas to park rental vehicles for storage. I have rental vehicles at the Motiva Refinery in Port Arthur, Texas, at 2555 Savannah St, Port Arthur, Texas 77640 and also at the Exxon Refinery in Beaumont, Texas, at 1795 Burt St., Beaumont, Texas 77701. I also am requesting to place a one-man mobile office on the property. The vehicles would be parked at the lot for short term storage until transference to our home office in Houston, Texas, at 6621 Long Point Road, Houston, Texas 77055.

Thank you for your consideration in this matter.

A handwritten signature in black ink, appearing to read 'Nerv Thomas', is written over a horizontal line.

Nerv Thomas

Swift Service Company

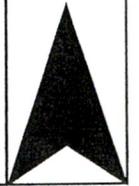
President / Owner

File 2247-P: Consider a request for a Specific Use Permit to allow commercial vehicle parking.

Location: 5595 Fannett Road

Applicant: Swift International Service Group, Inc.

N



0 100 200 Feet

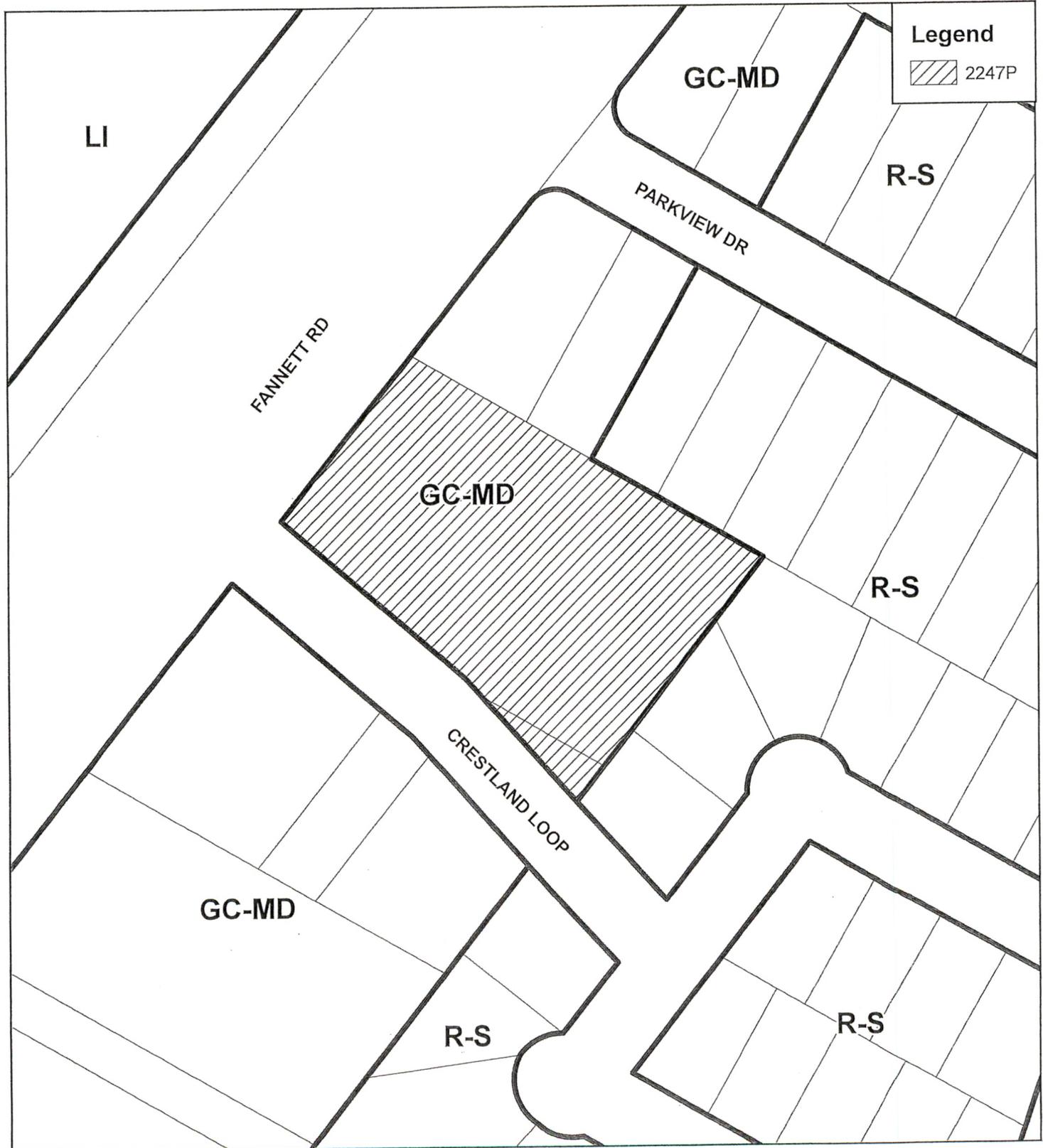
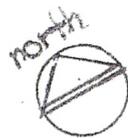
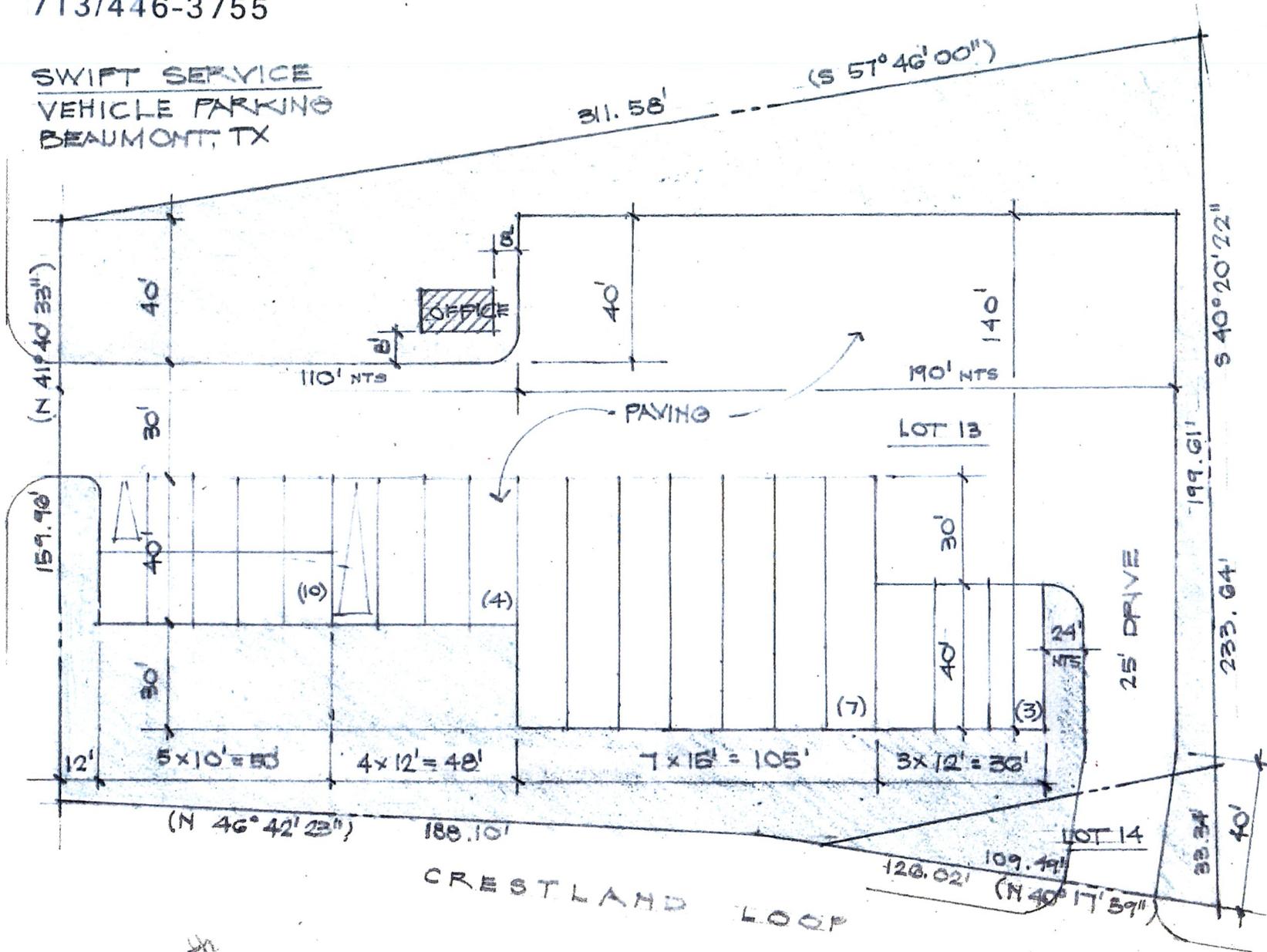


EXHIBIT "A"

JAMES ALFRED/
 ARCHITECTS, LLC
 HOUSTON, TEXAS
 713/446-3755

SWIFT SERVICE
 VEHICLE PARKING
 BEAUMONT, TX

S.H. 124



PROPOSED SITE PLAN 1"=40'

9 NOV '16
 SHEET 1

EXHIBIT "B"

December 8, 2015

Consider a request to abandon a five foot street light easement located between lots 2 & 3, Block 1, Washington Park



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a request to abandon a five foot street light easement located between lots 2 & 3, Block 1, Washington Park.

BACKGROUND

Soutex Surveyors & Engineers is requesting an abandonment of the street light easement located at 4740 Bolivar Street on behalf of the owners, Joseph and Rita Crook. The 5' easement runs along the boundary of lots 2 & 3, Block 1, Washington Park Addition. Mr. & Mrs. Crook plan to construct a home on the property divided by this easement. A letter from Entergy showing no objection to the request was submitted along with the application.

At a Joint Public Hearing held November 16, 2015, the Planning Commission recommended 7:0 to approve a request to abandon a five foot street light easement located between lot 2 & 3, Block 1, Washington Park.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE VACATING AND ABANDONING A FIVE FOOT (5') STREET LIGHT EASEMENT LOCATED AT 4740 BOLIVAR STREET, CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Soutex Surveyors & Engineers, on behalf of Joseph and Rita Crook, has applied for an abandonment of a five foot (5') street light easement located at 4740 Bolivar Street, City of Beaumont, Jefferson County, Texas, being the East 2 ½ feet of Lot 2, Block 1 and the West 2 ½ feet of Lot 3, Block 1, Washington Park, recorded in Volume 13, Page, 11, Map Records, Jefferson County, Texas, as described in Exhibit "A" and shown on Exhibit "B," attached hereto; and,

WHEREAS, the City Council has considered the purpose of said abandonment and is of the opinion that the street light easement is no longer necessary for utility purposes and the abandonment of said street light easement is in the best interest of the City and should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT a five foot (5') street light easement located at 4740 Bolivar Street, City of Beaumont, Jefferson County, Texas, being the East 2 ½ feet of Lot 2, Block 1 and the West 2 ½ feet of Lot 3, Block 1, Washington Park, recorded in Volume 13, Page, 11, Map Records, Jefferson County, Texas, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, be and the same is hereby vacated and abandoned and

that title to such property shall revert to and become the property of the persons entitled thereto by law.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

**APPLICATION FOR RIGHT-OF-WAY
OR UTILITY EASEMENT ABANDONMENT
CITY OF BEAUMONT, TEXAS**

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)
OR ABANDON A RIGHT-OF-WAY BUT RETAIN A UTILITY EASEMENT.

NAME OF APPLICANT: Soutex Surveyors & Engineers

PHONE: 409-983-2004 FAX: 409-983-2004

AUTHORITY OF APPLICANT: Owner's Representative

NAME OF OWNER: Joseph & Rita Crook

PHONE: 409-718-6989 FAX: _____

ADDRESS: 3805 Marie Street, Beaumont, TX 77705

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: Street Light Easement

PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT) Not in Use

ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. E 82' of Lot 2, and Lot 3 OR TRACT _____

BLOCK NO. Block 1 PLAT _____

ADDITION Washington Park SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE **\$300.00 APPLICATION FEE**, THE ACTUAL COST OF NECESSARY APPRAISALS AND TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST IN THE PROPERTY SHALL BE CHARGED.

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

SIGNATURE OF APPLICANT:  DATE: 9/14/05

PLEASE TYPE OR PRINT AND SUBMIT TO:

FILE NUMBER: 063-03

DATE RECEIVED: _____

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, SUITE 201
BEAUMONT, TX 77701
Phone - (409) 880-3764
Fax - (409) 880-3133

APPLICATION FOR PUBLIC RIGHT-OF-WAY, ALLEY OR UTILITY EASEMENT ABANDONMENT

Application Ownership List

Date: _____

We, the undersigned, being the sole owners of all the property abutting the proposed abandonment of The E. 82' of Lot 2 and Lot 3, Block 1, Washington Park, City of Beaumont,
Jefferson County, Texas, hereby respectfully petition that the right-of-way, alley, or utility easement be closed and abandoned.

<u>OWNER and ADDRESS</u>	<u>Lot (tract)</u>	<u>Block (tax plat)</u>	<u>Addition (survey)</u>
Joseph Crook, 3805 Marie St., Beaumont, TX 77705	E.82' Lot 2	Block 1	Washington Park
	_____	_____	_____
Rita Crook, 3805 Marie St., Beaumont, TX 77705	_____	_____	_____
	_____	_____	_____
Joseph Crook, 3805 Marie St., Beaumont, TX 77705	Lot 3	Block 1	Washington Park
	_____	_____	_____
Rita Crook, 3805 Marie St., Beaumont, TX 77705	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: Please print or type your name and then use signature. Separate sheets may be used.



September 22, 2015

City of Beaumont

RE: Letter of No Objection for the Relocation of 5' st lgt Easement at 4740 Bolivar, Bmt. TX.

To Whom it May Concern,

Entergy has no objection to the relocation of the 5' street light utility easement to the East property line of 4740 Bolivar Ave. in Beaumont.

Please note there may be underground/overhead electrical conductors of high voltage within said easements and extreme caution should be exercised when working in the vicinity of these conductors. Contact with them could cause serious injury and / or death to a person or persons contacting them.

If digging is necessary in the vicinity of underground facilities, please call Texas One Call at 1-800-245-4545 www.texasonecall.com at least 48 hours prior to digging.

Should you have any questions feel free to call me at 409-785-2266.

Sincerely,

A handwritten signature in black ink, appearing to read "Al J. Harrington".

Al J. Harrington
Right of Way Agent.
Entergy Texas
60 N. 11th St.
Beaumont, Texas

September 15, 2015

Joseph & Rita Crook
3805 Marie Street
Beaumont, Texas 77705

City of Beaumont
PLANNING DIVISION
801 Main Street, Suite 201
Beaumont, TX 77701

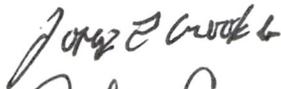
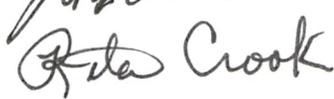
Attn: Adina Ward, Planner II

Ms. Ward,

We would like for Anthony Leger of Soutex Surveyors & Engineers to be our representative for the abandonment of the street light easement for our property located on Bolivar Street. We have hired Soutex to provide the necessary surveys for the building of our new home.

Sincerely,

Joseph Crook & Rita Crook

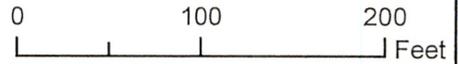



863-OB: Consider a request to abandon a five foot street light easement located between lots 2 & 3, Block 1, Washington Park, Beaumont, Jefferson County, Texas.

Location: 4740 Bolivar Street

Applicant: Soutex Surveyors & Engineers

N



Legend

 863OB

R-S

RM-H

BOLIVAR ST

23RD ST S

R-S

CORLEY AVE

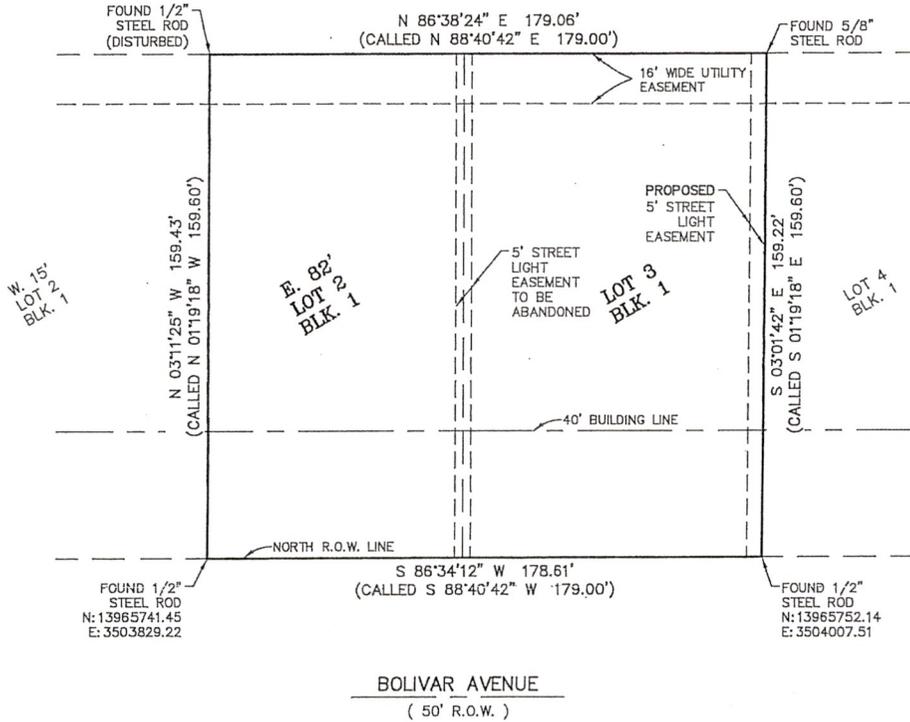
R-S

EXHIBIT "A"

CLIENT: JOSEPH CROOK & RITA CROOK

(CALLED 7.99 ACRES)
 EVELYN J. MANNING PARTNERS, LTD.
 F.#9900448, O.P.R.J.C.

SCALE: 1" = 40'



DESCRIPTION OF SERVICES: LOCATE CORNERS ONLY (VACANT)
 SURVEYOR'S CERTIFICATION:

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, shortages in area, boundary line conflicts, encroachments, or over-lapping of improvements except as shown hereon, and that said property has access to and from a dedicated roadway. Dated: 9/23/2015
 The above tract being located at: 4740 BOLIVAR AVENUE, BEAUMONT, TEXAS 77707
 and being described as E. 82' OF LOT 2 & ALL OF LOT 3, BLOCK 1, WASHINGTON PARK
 as recorded in Volume 13, Page(s) 11 of the MAP Records of JEFFERSON County, Texas. In accordance with the Flood Insurance Rate Map of the Federal Emergency Management Agency, map reference shown, the subject tract lies in the flood zone noted. Location on map was determined by scale. Actual field elevation not determined, unless requested. SOUTEX SURVEYORS, Inc. does not warrant nor subscribe to the accuracy or scale of said map. This survey is certified for this transaction only; it is not transferable to additional institutions or subsequent owners.

ANTHONY M. LEGER
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES

1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83(EPOCH 2011) (U.S. SURVEY FEET) HAVING A CONVERGENCE ANGLE OF 2°22'42", A SCALE FACTOR OF 0.999943659 AND ARE REFERENCED TO SMARTNET, NA.
2. THIS SURVEY DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

FEMA Flood Zone: X

Community Panel NO.:
485457-0040-D

Panel Date: 8/6/2002

Project No. 15-0727

Drawn By: BRC, SR



SOUTEX
 SURVEYORS & ENGINEERS

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

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

EXHIBIT "B"

December 8, 2015

Consider a resolution approving the purchase of twenty-one vehicles from Silsbee Ford for use by various City departments

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution approving the purchase of twenty-one (21) vehicles from Silsbee Ford in the amount of \$804,519.95 for use by various City departments.

BACKGROUND

Replacement vehicles are requested through the City's budget process. The Fleet Manager reviews the requests and evaluates the vehicles to be replaced. Based on this evaluation, a recommendation is made to replace worn and obsolete vehicles that are no longer cost effective to operate. The vehicles to be purchased are replacing models ranging from 2000 to 2011. The newer vehicles may be reassigned by the Fleet Division where appropriate. The older vehicles will be disposed of in accordance with the City's surplus equipment policy because age and mileage render them unfit for continued service.

Pricing was obtained through the Texas Association of School Boards (BuyBoard), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. BuyBoard complies with State of Texas procurement statutes. The total purchase price includes the BuyBoard fee of \$400 which is paid to the vendor.

Warranties of 36,000 miles or three (3) years are provided for each new vehicle. Warranty service is provided by local authorized dealerships. Delivery is expected within sixty (60) to ninety (90) days.

FUNDING SOURCE

Capital Reserve Fund, Water Utilities Fund.

RECOMMENDATION

Approval of resolution.

Purchase of Fleet Vehicles

December 8, 2015

Page 2.

Item	Dept. or Division	Description	Qty.	Total Price
1	Fire (3), EMS (2)	Ford Police Interceptor Utility	5	\$128,531.00
2	Police: Admin (1), Patrol (7)	Ford Police Interceptor Utility	8	\$205,649.60
3	EMS	Ford F-350 Cab Chassis	2	\$71,495.50
4	Fleet	Ford F-350	1	\$80,477.14
5	Facilities Maintenance	Ford F-250	1	\$20,120.95
6	Facilities Maintenance	Ford F-250	1	\$28,724.95
7	Transportation	Ford F-350	2	\$166,349.50
8	City Utilities (Water)	Ford F-350	1	\$102,771.31
Buyboard Fee				\$400.00
TOTAL				\$804,519.95

RESOLUTION NO.

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

THAT the City Council hereby approves the purchase of twenty-one (21) vehicles for use by various City departments from Silsbee Ford, of Silsbee, Texas, in the amount of \$804,519.95 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

December 8, 2015

Consider a resolution approving the purchase of five Chevrolet Tahoe patrol vehicles from Caldwell Country Chevrolet of Caldwell for use by the Police Department



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution approving the purchase of five (5) Chevrolet Tahoe patrol vehicles from Caldwell Country Chevrolet of Caldwell, Texas in the amount of \$174,670.00 for use by the Police Department.

BACKGROUND

The vehicles requested will replace units that are used in daily operations by the Patrol Division. These vehicles are on a replacement cycle in order to keep serviceable units available at all times and may be disposed of after replacement according to the City's surplus property disposal policies or relocated to other divisions.

Pricing was obtained through the Texas Association of School Boards (BuyBoard), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. BuyBoard complies with State of Texas procurement statutes. The total purchase price includes the BuyBoard fee of \$400 which is paid to the vendor.

Standard warranties of five (5) years or 100,000 miles are provided for each vehicle. Warranty service is available from the local authorized dealer. Delivery is expected within sixty (60) to ninety (90) days.

FUNDING SOURCE

Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of five (5) Chevrolet Tahoe patrol vehicles for use by the Police Department from Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of \$174,670.00 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

December 8, 2015

Consider authorizing the City Manager to execute an Industrial District Contract with Entergy Texas, Inc.

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Entergy Texas, Inc.

BACKGROUND

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

The City currently has a contract with Entergy Texas, Inc., that will expire December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment is \$337,500.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Entergy Texas, Inc. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "CITY," and Entergy Texas Inc., hereinafter called "COMPANY."

PREAMBLE

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

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

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

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Contract, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities property, real, personal, and mixed located on Company's land covered by this contract. (Herein "the properties")

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

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

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

4. Payment Procedures

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

(a) The payment for 2016 shall be due and payable on or before February 1, 2016 and is calculated as follows:

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

$$\text{Year 1 } 80\% \text{ of Assumed City Taxes Due} = \text{2016 Payment}$$

Each October thereafter, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment.

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

(b) After the assessed value of the Company's properties has been determined, the payment to City shall be 80% of assumed City taxes for the years 2016 - 2018 and 75% of assumed City taxes for the years 2019 - 2022.

(c) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay such amount to City on or before February 1 each year. Upon receiving the final payment, the Chief Financial Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

This instrument will reflect the intention of the parties hereto that this instrument shall govern and affect the properties of Company (facilities, real, personal, and mixed) located on Company's real property as shown on the records of the Jefferson County Appraisal District, which are within the extra-territorial jurisdiction of the City of Beaumont. Additional property covered by this agreement includes the land, caverns, gas, and personal property located on Company's real property commonly known as the Spindletop Gas Storage Facility as shown on the records of the Jefferson County Appraisal District which are also within the extra-territorial jurisdiction of the City of Beaumont.

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale or transfer of any or all of Company's facilities to any person or entity. As to payments due under this contract no such sale or transfer shall reduce the amount due the City under this contract until the purchaser or recipient of such facility has entered into a contract in lieu of taxes with the City that provides for a continuation of payments to the City as if no such sale or transfer had been made. It is the intent of the parties that no sale or transfer of any of Company's facilities will affect the amount to be paid to the City under this Agreement.

ARTICLE IV

CITY'S OBLIGATIONS

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

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

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

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

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

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V

TERMINATION OF BREACH

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

ARTICLE VI

AFFILIATES

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

ARTICLE VII

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016, and ending on December 31, 2022.

ARTICLE VIII

NOTICES

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

TO CITY

City Manager
City of Beaumont
801 Main
P. O. Box 3827
Beaumont, Texas 77704

TO COMPANY

President
Entergy Texas Inc.
P.O. Box 2951
Beaumont, Texas 77704-2951

ARTICLE IX

CONTINUATION

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

IN WITNESS THEREOF, this Agreement, consisting of 8 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

ENTERGY TEXAS, INC.

By: _____

ATTEST:

December 8, 2015

Consider authorizing the City Manager to execute an Industrial District Contract with Chemtrade Refining Services, Inc.



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Chemtrade Refining Services, Inc.

BACKGROUND

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

The City currently has a contract with Chemtrade Refining Services, Inc., that will expire December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment is \$192,500.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Chemtrade Refinery Services, Inc. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

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

PREAMBLE

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

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

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

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Contract, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities property, real, personal, and mixed located on Company's land covered by this contract. (Herein "the properties")

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

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

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

4. Payment Procedures

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

(a) The payment for 2016 shall be due and payable on or before February 1, 2016 and calculated as follows:

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

$$\text{Year 1 } 80\% \text{ of Assumed City Taxes Due} = \text{2016 Payment}$$

Each October thereafter, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment. This assessed value less exclusions shall be used in the calculation of the payment.

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

(b) After the assessed value of the Company's properties has been determined, the payment to City shall be 80% of assumed City taxes for the years 2016 - 2018 and 75% of assumed City taxes for the years 2019 - 2022.

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

payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

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

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale of any or all of Company's facilities to any person or entity. As to payments due under this contract, no such sale shall reduce the amount due the City under this contract until the purchaser of such facility has entered into a contract in lieu of taxes with the City that provides for a continuation of payments to the City as if no such sale had been made. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to the City under this Agreement.

ARTICLE IV

CITY'S OBLIGATIONS

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

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

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

2. The City further agrees that during the term of this agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V

TERMINATION

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

ARTICLE VI

AFFILIATES

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

ARTICLE VII

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016, and ending on December 31, 2022.

ARTICLE VIII

NOTICES

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

TO CITY

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

TO COMPANY

Chemtrade Refinery Services Inc.
PO Box 30
Beaumont, TX 77704

ARTICLE IX

CONTINUATION

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

IN WITNESS THEREOF, this Agreement, consisting of 8 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

CHEMTRADE REFINERY SERVICES INC.

By: _____

ATTEST:

December 8, 2015

Consider authorizing the City Manager to execute an Industrial District Contract with Enterprise
Beaumont Maurine West, LP

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Enterprise Beaumont Marine West, LP.

BACKGROUND

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

The City originally had an agreement with Oiltanking Beaumont Partners, LP that expires December 31, 2015. During 2015 Oiltanking Beaumont Partners LP and Enterprise Products Partners LP merged; the new company being Enterprise Beaumont Marine West LP. In accordance with Article III, Sale by Company, the remaining term of the agreement transferred to Enterprise Beaumont Marine West, LP and expires December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The agreement with Oiltanking as well as this new agreement includes abatement for new improvements to the shore side of the property. Enterprise commenced construction on these new improvements in January 2015 and shall receive abatement for these new improvements in the amount of 100% for the first and second years; 75% for the third and fourth years; 50% for the remaining years of the agreement.

The 2016 payment will be calculated based on 80% of the assumed city taxes due after multiplying the assessed value by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment is \$531,000.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Enterprise Beaumont Marine West, LP. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "CITY," and Enterprise Beaumont Marine West, LP., its direct and indirect subsidiaries, hereinafter called "COMPANY."

PREAMBLE

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

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

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

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Contract, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities property, real, personal, and mixed located on Company's land covered by this contract, as described in Article II, (herein "the properties" or "the Company's properties").

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

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

Assumed City Taxes Due:

$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$

4. Payment Procedures

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

(a) The payment for 2016 shall be due and payable on or before February 1, 2016.

The 2016 payment is calculated as follows:

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$
$$\text{Year 1 } 80\% \text{ of Assumed City Taxes Due} = \text{2016 Payment}$$

Each October thereafter, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment.

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

(b) After the assessed value of the Company's properties has been determined, the payment to City shall be 80% of assumed City taxes for the years 2016 - 2018, and 75% of assumed City taxes for the years 2019 - 2022.

(c) The Company commenced construction on new improvements to the "shore side" in January 2015. The Company shall receive abatement for these new improvements in the amount of 100% for the first and second years; 75% for the third and fourth years; 50% for the

remaining years of the agreement. In order to properly identify property eligible for the abatement of new improvements, the Company will work with the Jefferson County Appraisal District (“JCAD”) to create separate JCAD accounts and tax statements for the New Improvements related to the “Shore Side” construction.

(d) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay to City such amount billed on or before February 1 each year. Upon receiving the final payment, the Chief Financial Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If any annual payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

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

ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale of any or all of Company's facilities to any person or entity. As to payments due under this contract, no such sale shall reduce the amount due the City under this contract until the purchaser of such facility has entered into a contract in lieu of taxes with the City that provides for a continuation of payments to the City as if no such sale had been made. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to the City under this Agreement.

ARTICLE IV

CITY'S OBLIGATIONS

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

(a) If the City determines that annexation of all or any part of the properties covered by this Agreement belonging to said Company is reasonably necessary to promote and protect

the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with State law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1st of said year.

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

2. The City further agrees that during the term of this agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to

furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V

TERMINATION

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

ARTICLE VII

AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "affiliates" and to any properties owned or acquired by said affiliates within the area described in Exhibit "A" to this Agreement, and where reference is made herein to land, property and improvements owned by Company, that shall also include land, property and improvements owned by its affiliates. The word "affiliates" as used herein shall mean the direct and indirect subsidiaries of the Company.

ARTICLE VIII

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016, and ending on December 31, 2022.

ARTICLE IX

NOTICES

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

TO CITY

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

TO COMPANY

Enterprise Beaumont Marine West, LP
Attn: Curt Tate
P.O. Box 4018
Houston, Texas 77210-4018

ARTICLE X.

CONTINUATION

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

IN WITNESS THEREOF, this Agreement, consisting of 9 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

ENTERPRISE BEAUMONT MARINE WEST, LP

By: _____

ATTEST:

December 8, 2015

Consider authorizing the City Manager to execute an Industrial District Contract with Enterprise Refined Products Co, LLC

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Enterprise Refined Products Co, LLC.

BACKGROUND

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

The City currently has a contract with Enterprise Refined Products Co, LLC, formerly known as Enterprise Products Pipeline Co that will expire December 31, 2015. The new contract will be effective January 1, 2016. The in-lieu of tax payment will be based on a ratio of 80% of property taxes due to the City as if the industry were located within the city limits in 2016 through 2018 and 75% of property taxes due to the City in 2019 through 2022. The 2016 payment will be calculated based on 80% of the assessed value multiplied by the tax rate effective on October 1, 2015 or \$0.69 per \$100 of assessed valuation. Payments will be due to the City by February 1st of each year.

A copy of the agreement is attached for your review.

FUNDING SOURCE

The estimated FY 2016 payment is \$427,400.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

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

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Enterprise Refined Products Co. LLC. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

AGREEMENT

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

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "CITY," and Enterprise Refined Products Co, LLC, its direct and indirect subsidiaries, hereinafter called "COMPANY."

PREAMBLE

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

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

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

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

ARTICLE I

COMPANY'S OBLIGATION

Annual Payment on Company's Property

1. Commencing with the calendar year 2016 and each calendar year thereafter for the duration of this Contract, the Company will pay the City a certain sum which will be computed on the assessed value of the Company's facilities property, real, personal, and mixed located on Company's land covered by this contract, as described in Article II, (herein "the properties" or "the Company's properties").

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

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

Assumed City Taxes Due:

$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$

4. Payment Procedures

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

(a) The payment for 2016 shall be due and payable on or before February 1, 2016.

The 2016 payment is calculated as follows:

Assumed City Taxes Due:

$$\text{Assessed Value} / 100 \times \text{Current City Tax Rate} = \text{Assumed City Tax Due}$$

$$\text{Year 1 } 80\% \text{ of Assumed City Taxes Due} = \text{2016 Payment}$$

Each October thereafter, the Chief Financial Officer shall obtain the most recent assessed values as set by the Jefferson County Appraisal District for the Company's properties, real, personal and mixed, having taxable situs within the areas described in this agreement; for example, in October, 2015, the 2015 assessed values shall be used for the February 1, 2016 payment.

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

(b) After the assessed value of the Company's properties has been determined, the payment to City shall be 80% of assumed City taxes for the years 2016 - 2018, and 75% of assumed City taxes for the years 2019 - 2022.

(c) City hereby agrees to bill Company for its payments due hereunder on or before January 1 each year. Company shall pay to City such amount billed on or before February 1 each year. Upon receiving the final payment, the Chief Financial Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If any annual payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by the City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to the City had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event.

ARTICLE II

PROPERTY COVERED BY AGREEMENT

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ARTICLE III

SALE BY COMPANY

Company shall notify City of any sale of any or all of Company's facilities to any person or entity. As to payments due under this contract, no such sale shall reduce the amount due the City under this contract until the purchaser of such facility has entered into a contract in lieu of taxes with the City that provides for a continuation of payments to the City as if no such sale had

been made. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to the City under this Agreement.

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CITY'S OBLIGATIONS

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

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

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

2. The City further agrees that during the term of this agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this agreement or any renewals thereof, the City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V

TERMINATION

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

ARTICLE VII

AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "affiliates" and to any properties owned or acquired by said affiliates within the area described in Exhibit "A" to this Agreement, and where reference is made herein to land, property and improvements owned by Company, that shall also include land, property and improvements owned by its affiliates. The word "affiliates" as used herein shall mean the direct and indirect subsidiaries of the Company.

ARTICLE VIII

TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years, commencing January 1, 2016, and ending on December 31, 2022.

ARTICLE IX

NOTICES

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

TO CITY

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

TO COMPANY

Enterprise Refined Products Co, LLC
Attn: Curt Tate
P.O. Box 4018
Houston, Texas 77210-4018

ARTICLE X.

CONTINUATION

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

IN WITNESS THEREOF, this Agreement, consisting of 8 pages, is executed in duplicate counterparts as of this _____ day of _____, 2015.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

ENTERPRISE REFINED PRODUCTS CO, LLC

By: _____

ATTEST:

December 8, 2015

Consider a resolution authorizing the City Manager to award a bid to LD Kemp Excavating, Inc. of Fort Worth for the Landfill Cell 2 Construction Project



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Joseph Majdalani, Public Works Director *JM*

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to award a bid to LD Kemp Excavating, Inc. of Fort Worth in the amount of \$1,411,638.40 for the Landfill Cell 2 Construction Project.

BACKGROUND

The City of Beaumont is currently permitted by the Texas Commission on Environmental Quality (TCEQ) to operate a total of eight (8) cells within the landfill. At present, the City's landfill operates two (2) cells and is in need of a third. The proposed cell is necessary per TCEQ regulations which require a specific sequence plan of construction to prevent erosion and spill-over.

On November 19, 2015 five (5) formal bids were received. The bid totals are shown in the table below with the unit cost tabulation attached.

Contractor	Location	Bid
LD Kemp Excavating, Inc.	Fort Worth, TX	\$1,411,638.40
Environmental Industrial Services Group, Inc.	Houston, TX	\$1,596,291.95
Pickett Industries	Bossier City, LA	\$1,719,000.00
4X Construction Group, LLC	Mansfield, TX	\$1,738,135.45
Allco, LLC	Beaumont, TX	\$1,753,496.52

LD Kemp Excavating, Inc. has committed a registered Minority Business Enterprise (MBE) contractor participation in the amount of \$13,600.00. A total of 105 calendar days is allocated for the completion of the project.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Council hereby approves the award of a contract to L.D. Kemp Excavating, Inc., of Fort Worth, Texas, in the amount of \$1,411,638.40 for the Solid Waste Landfill Cell 2 Construction Project as described in the bid tabulation attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

**CITY OF BEAUMONT LANDFILL
 BID NO. PW0915-14 - CELL 2 LINER CONSTRUCTION
 BID TABULATION**

The Bid Proposals submitted have been reviewed and to the best of my knowledge this is an accurate bid tabulation of the bids received.



By: Ryan Kuntz, P.E., Project Manager, SCS Engineers

Date: 11/30/15

BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineer's Estimate		LD Kemp Excavating		EISG		Pickett Industries		4x Construction		ALLCO	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL REQUIREMENTS															
1	Mobilization and Demobilization	1	LS	\$ 69,800.00	\$ 69,800.00	\$ 71,053.00	\$ 71,053.00	\$ 45,000.00	\$ 45,000.00	\$ 85,000.00	\$ 85,000.00	\$ 86,500.00	\$ 86,500.00	\$ 85,000.00	\$ 85,000.00
2	Layout of Work and Surveys	1	LS	\$ 17,450.00	\$ 17,450.00	\$ 38,000.00	\$ 38,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 46,000.00	\$ 46,000.00	\$ 24,088.10	\$ 24,088.10
CELL 2 CONSTRUCTION															
3	Clearing and Grubbing	1	LS	\$ 75,600	\$ 75,600.00	\$ 19,525	\$ 19,525.00	\$ 37,500	\$ 37,500.00	\$ 65,000	\$ 65,000.00	\$ 60,100	\$ 60,100.00	\$ 35,896	\$ 35,896.30
4	Excavation - Cell 2 Liner Subgrade	78,000	CY	\$ 3.25	\$ 253,500.00	\$ 2.30	\$ 179,400.00	\$ 3.30	\$ 257,400.00	\$ 3.57	\$ 278,460.00	\$ 3.25	\$ 253,500.00	\$ 3.00	\$ 234,000.00
5	Excavation - Liner Tie-in (Cell 3A)	600	LF	\$ 15.00	\$ 9,000.00	\$ 22.80	\$ 13,680.00	\$ 25.00	\$ 15,000.00	\$ 7.00	\$ 4,200.00	\$ 14.50	\$ 8,700.00	\$ 37.65	\$ 22,590.00
6	Engineered Fill - Cell 2 Base Grade	5,000	CY	\$ 3.50	\$ 17,500.00	\$ 3.30	\$ 16,500.00	\$ 4.60	\$ 23,000.00	\$ 1.25	\$ 6,250.00	\$ 1.00	\$ 5,000.00	\$ 5.49	\$ 27,450.00
7	2-foot Protective Cover	46,645	SY	\$ 2.50	\$ 116,613.00	\$ 2.00	\$ 93,290.00	\$ 2.00	\$ 93,290.00	\$ 3.20	\$ 149,264.00	\$ 3.30	\$ 153,928.50	\$ 4.32	\$ 201,506.40
8	Drainage Aggregate (Leachate Collection Trench and Sump)	1,450	CY	\$ 80.00	\$ 116,000.00	\$ 90.36	\$ 131,022.00	\$ 96.00	\$ 139,200.00	\$ 85.00	\$ 123,250.00	\$ 120.00	\$ 174,000.00	\$ 65.24	\$ 94,598.00
9	12 oz Non-Woven Geotextile (Leachate Collection Trench and Sump)	80,600	SF	\$ 0.40	\$ 32,240.00	\$ 0.26	\$ 20,956.00	\$ 0.22	\$ 17,732.00	\$ 0.24	\$ 19,344.00	\$ 0.35	\$ 28,210.00	\$ 0.38	\$ 30,628.00
10	2-foot Compacted Clay Liner	46,645	SY	\$ 3.00	\$ 139,935.00	\$ 2.84	\$ 132,471.80	\$ 2.59	\$ 120,810.55	\$ 3.60	\$ 167,922.00	\$ 4.00	\$ 186,580.00	\$ 3.65	\$ 170,254.25
11	60-mil HDPE Geomembrane (Smooth)	339,075	SF	\$ 0.55	\$ 186,491.00	\$ 0.47	\$ 159,365.25	\$ 0.66	\$ 223,789.50	\$ 0.48	\$ 162,756.00	\$ 0.47	\$ 159,365.25	\$ 0.68	\$ 230,571.00
12	60-mil HDPE Geomembrane (Textured Both-Sides)	80,730	SF	\$ 0.65	\$ 52,475.00	\$ 0.59	\$ 47,630.70	\$ 0.94	\$ 75,886.20	\$ 0.80	\$ 64,584.00	\$ 0.57	\$ 46,016.10	\$ 0.84	\$ 67,813.20
13	250-mil Geocomposite (Single-Sided)	349,625	SF	\$ 0.55	\$ 192,294.00	\$ 0.45	\$ 157,331.25	\$ 0.54	\$ 188,797.50	\$ 0.52	\$ 181,805.00	\$ 0.48	\$ 167,820.00	\$ 0.60	\$ 209,775.00
14	250-mil Geocomposite (Double-Sided)	77,460	SF	\$ 0.60	\$ 46,476.00	\$ 0.64	\$ 49,574.40	\$ 0.97	\$ 75,136.20	\$ 0.90	\$ 69,714.00	\$ 0.61	\$ 47,250.60	\$ 0.89	\$ 68,939.40
15	6-inch HDPE SDR 11 Perforated Pipe (leachate collection trenches)	2,500	LF	\$ 20.00	\$ 50,000.00	\$ 19.00	\$ 47,500.00	\$ 16.00	\$ 40,000.00	\$ 17.50	\$ 43,750.00	\$ 25.00	\$ 62,500.00	\$ 12.99	\$ 32,475.00
16	6-inch HDPE SDR 11 Solid Pipe (clean-out risers)	200	LF	\$ 18.50	\$ 3,700.00	\$ 19.00	\$ 3,800.00	\$ 16.00	\$ 3,200.00	\$ 31.00	\$ 6,200.00	\$ 45.00	\$ 9,000.00	\$ 17.69	\$ 3,538.00
17	18-inch HDPE SDR 17 Perforated and Solid Pipe	75	LF	\$ 95.00	\$ 7,125.00	\$ 72.68	\$ 5,451.00	\$ 82.00	\$ 6,150.00	\$ 108.00	\$ 8,100.00	\$ 85.00	\$ 6,375.00	\$ 74.18	\$ 5,563.50
18	Leachate Pump, Controls, and Connection to Existing Leachate Transfer Pipe	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 42,020.00	\$ 42,020.00	\$ 35,000.00	\$ 35,000.00	\$ 73,401.00	\$ 73,401.00	\$ 60,000.00	\$ 60,000.00	\$ 55,175.00	\$ 55,175.00
19	Concrete Sump/Clean-out Riser Pipe Retaining Wall	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 18,740.00	\$ 18,740.00	\$ 16,000.00	\$ 16,000.00	\$ 5,800.00	\$ 5,800.00	\$ 9,490.00	\$ 9,490.00	\$ 8,401.28	\$ 8,401.28
20	Temporary Underdrain Dewatering Trenches and Sump	2,200	LF	\$ 16.00	\$ 35,200.00	\$ 19.24	\$ 42,328.00	\$ 22.00	\$ 48,400.00	\$ 29.50	\$ 64,900.00	\$ 24.00	\$ 52,800.00	\$ 4.84	\$ 10,648.00
21	Landfill Berm (External Sideslope), Seed, Fertilizer & ECB	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,300.00	\$ 9,300.00	\$ 15,000.00	\$ 15,000.00	\$ 34,586.09	\$ 34,586.09
NA	Allowance	-	-	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
				General Requirements (Subtotal):	\$ 87,250.00		\$ 109,053.00		\$ 65,000.00		\$ 115,000.00		\$ 132,500.00		\$ 109,088.10
				Cell 2 Liner (Subtotal):	\$ 1,388,149.00		\$ 1,202,585.40		\$ 1,431,291.95		\$ 1,504,000.00		\$ 1,505,635.45		\$ 1,544,408.42
				Allowance:	\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
				Total Cell 2 Liner:	\$ 1,575,399.00		\$ 1,411,638.40		\$ 1,596,291.95		\$ 1,719,000.00		\$ 1,738,135.45		\$ 1,753,496.52

Note

Represents a mathematical error on the submitted bid schedule. The total shown for Bid Item 12 and for the project in this bid tabulation does not match the submitted bid schedule as a result of the bidder's addition error. The difference between the submitted bid and this bid tabulation is \$0.70.

EXHIBIT "A"

December 8, 2015

Consider a resolution approving the award of a contract to Marsh Waterproofing, Inc. of Vidor for improvements to the exterior façade, masonry and roof repairs at the Tyrrell Historical Library



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Keith Folsom, Facilities Maintenance Superintendent

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution authorizing the award of a contract to Marsh Waterproofing, Inc. of Vidor, Texas for improvements to the exterior façade, masonry and roof repairs at the Tyrrell Historical Library.

BACKGROUND

The Tyrrell Historical Library is experiencing problems with moisture and water intrusion through the stone façade, window frames, and roof flashing. The moisture intrusion is causing interior damage to the plaster wall surfaces and wood framed window system. The restoration project is needed to protect the integrity of the structure and extend the life of the facility.

On Thursday, November 5, 2015, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Two (2) bids were received as follows:

Contractor	Location	Bid
Marsh Waterproofing, Inc.	Vidor, Texas	\$297,420.00
United Restoration & Preservation, Inc.	Houston, Texas	\$1,761,999.00

Marsh Waterproofing stated in their bid proposal that the project will be completed within 140 consecutive calendar days.

FUNDING SOURCE

Tyrrell Historical Trust Fund and Gas Royalties reserved within the Miscellaneous Expendable Trust Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were received for the Tyrrell Historical Library Exterior Façade, Masonry Roof Repairs and Restoration Project; and,

WHEREAS, Marsh Waterproofing, Inc., of Vidor, Texas, submitted a bid in the amount of \$297,420.00, as shown on Exhibit "A," attached hereto and made a part hereof for all purposes; and,

WHEREAS, City Council is of the opinion that the bid submitted by Marsh Waterproofing, Inc., of Vidor, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the bid submitted by Marsh Waterproofing, Inc., of Vidor, Texas, in the amount of \$297,420.00, as shown on Exhibit "A," attached hereto and made a part hereof for all purposes, for the Tyrrell Historical Library Exterior Façade, Masonry, Roof Repairs and Restoration Project be accepted by the City of Beaumont; and,

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

BID TABULATION	
CITY OF BEAUMONT TEXAS – FACILITIES MAINTENANCE	
PROJECT: Tyrrell Historical Library – Exterior Façade, Masonry & Roof Repairs & Restoration	
DATE: 11-5-2015	TIME: 2:00 PM

CONTRACTOR	5% BOND	ADDENDA	BASE BID	Alternate # 1	Perf. & Payment Bond	DAYS
Marsh Waterproofing, Inc.	Yes	1 & 2	\$228,000	\$65,000	\$4,420	140
United Restoration & Preservation, Inc.	Yes	1 & 2	\$1,366,593	\$380,240	\$15,166	180

December 8, 2015

Consider a resolution approving the purchase of a pumper fire truck from Siddons-Martin
Emergency Group of Denton

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider a resolution approving the purchase of a pumper fire truck from Siddons-Martin Emergency Group Of Denton, Texas in the amount of \$652,000.

BACKGROUND

The 2016 Velocity pumper fire truck will be designated as Engine 1 and housed at Station 1. Unit 7073, a 1985 American LaFrance pumper truck, will be disposed of according to the city surplus equipment disposal policy.

Pricing for the equipment was obtained through the Houston-Galveston Area Council (H-GAC), a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. H-GAC complies with State of Texas procurement statutes.

Manufacturer's warranty for the truck is two (2) years. Delivery is expected within eight (8) to nine (9) months.

FUNDING SOURCE

Financing will be obtained during fiscal year 2016.

RECOMMENDATION

Approval of resolution.

Pulse Number	Qty	Description	Published Options	Unpublished Options
106	1	TAK-4 Suspension	\$12,352.00	
107	1	Telma Retarder, Single Axle	\$12,731.00	
117	1	Additional Air Tanks	\$307.00	
205	1	Electric Windows	\$871.00	
210	4	Upgrade SCBA Bracket to Hands Free	\$2,596.00	
215	1	Safety System	\$8,574.00	
221	1	Upgrade from Saber to Velocity	\$104,778.00	
310	1	Pierce Husky 12 Dual Agent (5) Discharge	\$24,327.00	
312	1	Pierce Hercules CAFS to (5) Discharges	\$27,888.00	
313	2	Foam Cell 20 Gallons	\$2,662.00	
402	1	Add Front Bumper Line (including hose tray & cover)	\$2,886.00	
403	1	Add 19" Extended Steel Painted Bumper	\$2,346.00	
410	1	Add Large Diameter Side Discharge 5" with 4" valve	\$3,997.00	
411	1	Add Mechanical Seal to Pump	\$749.00	
420	1	Increase Pump from 1250 to 1500 gpm	\$5,014.00	
425	2	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$12,458.00	
453	1	Hose Bed Cover, Aluminum	\$5,834.00	
459	12	Mate Flex in Enclosed Compartments Per Shelf	\$1,404.00	
460	1	Roof Compartment, Each	\$2,979.00	
463	3	Slide-out floor tray	\$2,136.00	
477	1	Auto-eject 20 amp	\$458.00	
478	1	Dual-Pro Battery Charger	\$735.00	
486	2	SCBA Cylinder storage in fender panel double (each)	\$1,524.00	
971	1	Add Right High Side Compartments	\$3,226.00	
972	1	Add Top Pump Control	\$6,888.00	
977		Ladder Storage next to tank	\$2,478.00	
0000000	2	Hose, Hard Suction, 6.00", Clear Corrugated PVC		\$2,148.14
0000000	2	TFT Jumbo Ball Intake Valve 6" FNH to 5" Storz - Manual Control - July 2011		\$3,750.00
0001953	1	Wheel cover, S/S, 12.25" & 13.00" (front pair)		\$717.23
0001955	1	Wheel liners, S/S, 8.25/9.00" disc, rear, pair		\$1,045.57
0001960	1	Axle Hub Covers, Rear, S/S, High Hat (Pair)		\$268.75
0002224	1	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab		\$681.04
0003931	1	Microphone & Speaker w/ Plain Door - Top Mt Panel		\$396.45
0004150	4	Handrail, Extra - 15-20" Long		\$894.89
0004361	2	Tubes, Alum, Pike Pole Storage		\$325.13
0004710	2	Control, Inlet, at Top Mount Panel		\$0.00
0004940	1	Add Outlet, Left Side, 2.50"		\$1,707.35
0004945	1	Add Outlet, Right Side, 2.50"		\$1,707.35
0004995	2	Outlet, Rear, 2.50"		\$4,046.76
0005099	1	Elbow, Large Dia Outlet, 30 Deg, 5.00" FNST x 5.00" Storz		\$488.57
0006240	1	Cable, Radio to Intercom Interface, Firecom, 1 Radio		\$417.46
0006750	1	Electric Start, Generator		\$676.10
0006792	2	Receptacle, 15A 120V 3-Pr 3-Wr TL, Gen, Wtrprf		\$569.18
0014112	2	Tray, Hose, Running Board, Special Capacity		\$1,194.29
0019160	1	Stripe, Reflective, 4" Additional on Front Bumper		\$108.06
0019845	7	Guard, Drip Pan, S/S, Rollup Door		\$944.24
0022899	1	Switch, Second Siren Brake, Chrome Push Button		\$120.09
0029253	1	Troughs, (2) H.S.H., High Side, Alum, Painted		\$1,028.14
0030361	1	Mount, Elkhart #8298 (for Elkhart Stinger) Customer installed monitor		\$373.03
0032602	1	Speedometer, Class 1 w/LED, Officer Overhead		\$540.40
0037027	2	Lettering, Hose Bed Cover, White Reflective on Rear Flap		\$90.32
0056084	1	Wiring & Mount, Siren, Federal Q2B, Cust Installed		\$714.30
0060637	1	Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, Full Length, 56"Qval		\$1,712.57
0061683	1	Compressor, Air, Kussmaul 091-9HP 120V Brake Sys		\$1,524.94
0066607	1	Circuit Breaker Panel, Square D		\$685.97
0076719	1	Step, Walkway, Full Width of Walkway		\$263.20
0079144	1	Inserts, Screws, For All Cab Door Panels		\$352.23

0080713	1	Control, Air Horn At Pump Panel w/Red Button, Labeled "Evacuation"	\$174.37
0082587	2	Folded Ribbon in Reflective Stripe, Pair With Air Brushing	\$925.34
0123686	1	Drip Rail, Cab Roof, Impel/Velocity/Velocitey SLT	\$282.68
0199536	1	Cabinet, EMS, Forward Facing, Center, 42 W x 48 H x 24 D, Imp/Vel	\$2,142.98
0505016	1	Drain, 1.00", Foam Tank #1, Husky 12 Foam System	\$0.00
0505017	1	Drain, 1.00", Foam Tank #2, Husky 12 Foam System	\$0.00
0505155	1	Flap, Rear of Alum Hose Bed Cover, Two Piece, Vinyl	\$511.60
0506699	1	Oil, Synthetic Gear, Front and Single Rear Axle, Custom Chas, Mobil SAE 75W-90	\$565.21
0507687	1	Caps for 1.00" to 3.00" Discharges/Inlets, S/S Cable	\$75.67
0509837	1	Adjustable Brake & Throttle Pedals	\$449.83
0512420	1	Key Pad, Electric Door locks, DS & PS, Imp/Vel	\$439.71
0512421	1	Key FOB, Electric Door Locks, Two (2) Additional, Imp/Vel	\$94.23
0519961	1	Lettering, Website Address, Reflective, Pair	\$174.67
0527032	1	Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	\$236.86
0529684	1	Light, Traffic Directing, Whelen TAL65, 36.01" Long LED	\$1,149.91
0530266	1	Location, Traf Dir Lt Controller, Engine Tunnel	\$57.60
0540804	2	Lights, Rear, Whelen M6*C LED, Clear Lens	\$742.68
0547505	2	Wiring, Spare, 10 A 12V DC 1st	\$281.25
0548001	1	Wiring, Spare, 10 A 12V DC 2nd	\$141.86
0548004	1	Wiring, Spare, 15 A 12V DC 1st	\$109.48
0548009	1	Wiring, Spare, 20 A 12V DC 1st	\$103.51
0548182	1	Pike Pole, 6' Nupla, Fiberglass, I Beam, SPD-6	\$237.93
0548193	1	Pike Pole, 8' Nupla, Fiberglass, I Beam, SPD-8	\$258.27
0551728	1	Location, Traf Dir Lt, Recessed with S/S Trim	\$379.27
0552484	1	Refill, Foam Tank, Dual Tank, Husky 12	\$1,828.78
0552567	1	Shutoff Valve, Fuel Line @ Fuel Tank	\$134.90
0552777	1	Fuel Pump for Repriming	\$678.57
0555472	1	Wiring, Spare, 10 A 12V DC 3rd	\$141.86
0556842	1	Bezels, Whelen, (2) M6 Chrome Pierce, For mtg (4) Whelen M6 lights	\$562.72
0559156	1	Install Customer Provided Two-Way Radio(s)	\$894.08
0559508	2	Install Customer Provided Two-Way Radio Remote Head Cable	\$576.82
0559682	1	Paint, Two Tone, Cab, w/Shield, Custom Cab	\$1,059.39
0562348	1	Fasteners, Mechanical, Strip Lighting In Compartments	\$135.71
0564683	1	Lights, Tail, Whelen M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	\$762.53
0566101	1	Recess, Dash Panel, Officer Side, Vel/Imp	\$494.90
0589269	1	Shelf, Adjustable, EMS Compt, .75" Lip	\$139.83
0589761	1	Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 2nd	\$1,407.69
0589768	1	Light, Whelen, 12V PFP1* Pioneer LED Floodlt, PBA103 Recessed 15 Deg 1st	\$1,407.69
0590926	2	Hose Restraint, Running Board, Velcro Straps	\$245.32
0592990	4	Step, Folding - Extra, Body Only, Luminescent w/LED, Trident	\$1,820.40
0599570	2	Lights, Side, Whelen M6*C LED, Clear Lens, 2nd	\$742.68
0604835	2	Step, Stirrup Cable Style, Extra, S/S Cable, Pumper	\$1,450.75
0615100	1	Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	\$1,995.11
0615386	1	Vehicle Information Center, 7" Color Display, Touchscreen, MUX	\$2,095.43
0615609	1	Fittings, Compression Type, Entire Apparatus, Single Rear Axle	\$1,357.13
0618240	1	Light, Visor, Whelen, 12V PFA2* Pioneer LED Floodlt 1st	\$1,652.28
0629546	1	Lights, Deck, Whelen (2) MPPW Micro Pioneer LED Rear Flood Lights	\$1,475.75
0630696	1	Compt, (1) Backboard (1) Step Ladder, Rear of Cargo Compartment	\$1,182.25
0631779	1	Light, Map, Overhead, Round Halogen, AXT/Imp/Vel/Dash CF, Hawk EX	\$0.00
0632066	1	Compt, Long Item Storage, Over Pump	\$1,189.36
0633066	2	Sleeve through Tank	\$683.84
0635523	3	Light, Below Alum Hose Bed Cover, Amdor LumaBar H2O, AY-9500-040, 40" LED	\$805.34
0636573	1	Inlet/Outlet, Air, Female Fitting, Milton "M"	\$624.86
0638492	1	Camera, Safety Vision, Driver Mux, R,PS,DS,F Cameras	\$3,980.15
0644551	1	Raise Side Sheet, In-line With Top of Body, Enclosed Pump House	\$488.17
0647320	1	Antenna, Antenna Plus AP-NAV-CWG, AP-Cell/LTE/WiFi/GPS	\$552.81
0648713	1	Headlights, Rectangular LED, JW Speaker, Imp/Vel	\$1,850.47
0653937	1	Flasher, Headlight Alternating	\$100.53
0655511	1	Door Panel, Brushed Stainless Steel, Impel/Velocitey 4-Door Cab	\$319.96
0659231	1	Control, Mech Siren, Horn Ring, PS Overhead Sw, PS Push Button Location	\$134.29
0659244	1	Compt, Storage, Box, Medical, Medi-Kool MK747, Location	\$7,273.01

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Base Bid	\$316,530.00	
Published Options	\$252,198.00	
Total Published Options	\$568,728.00	
Unpublished Options	\$81,272.00	14.29%
Total Options w/o HGAC Fee	\$650,000.00	

RESOLUTION NO.

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

THAT the City Council hereby approves the purchase of one (1) 2016 Velocity pumper fire truck for use by the Fire Department from Siddons-Martin Emergency Group, of Denton, Texas, in the amount of \$652,000.00 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -

WORK SESSION

- * Review and discuss establishing Empowerment Zone Number Six for an area surrounding Lamar University

December 8, 2015

Consider an ordinance establishing Empowerment Zone Number Six for an area surrounding Lamar University



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: December 8, 2015

REQUESTED ACTION: Council consider an ordinance establishing Empowerment Zone Number Six for an area surrounding Lamar University.

BACKGROUND

In partnership with Lamar University and the Greater South Park Neighborhoods Partnership, the City is proposing to establish the Lamar Neighborhood Empowerment Zone. This would be the sixth Neighborhood Empowerment Zone. In recent months, the city has increased its efforts to encourage redevelopment within the area surrounding Lamar University and Lamar Institute of Technology. It is the goal of this new zone to offer economic incentives in this area to attract new businesses and residences as well as encourage the redevelopment or growth of existing businesses and residences. Specifically, the zone would offer the following economic development incentives.

- 1) A possible three (3) year, 100% municipal tax abatement for all added value for investments greater than \$50,000 for residential uses and \$75,000 for all other uses and a possible, additional four (4) year, 100% abatement for projects in excess of \$5 Million.
- 2) Building fee waivers (not including tap and meter fees).
- 3) Expedited permit review.
- 4) Lien waivers for any lien claimed by the City for demolition or high grass abatement expenditures.

Attached is a map of the proposed Lamar Neighborhood Empowerment Zone (Number Six).

FUNDING SOURCE

Revenues from waived fees and liens and abated ad-valorem taxes would be forgone, but the long-term economic impact associated with new development should positively affect future budgets.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE DESIGNATING AREAS OF THE CITY OF BEAUMONT AS NEIGHBORHOOD EMPOWERMENT ZONE #6 PURSUANT TO THE TEXAS NEIGHBORHOOD EMPOWERMENT ZONE ACT (TEXAS LOCAL GOVERNMENT CODE, CHAPTER 378); PROVIDING TAX INCENTIVES; ADOPTING TAX ABATEMENT GUIDELINES AND CRITERIA; AND DESIGNATING A LIAISON TO ACT ON ALL MATTERS PERTAINING TO THE EMPOWERMENT ZONE.

WHEREAS, the City of Beaumont endeavors to create the proper economic and social environment to induce the investment of private resources in productive business and residential enterprises located in areas of the City; and,

WHEREAS, to further this purpose, it is in the best interest of the City to designate such areas as Neighborhood Empowerment Zones pursuant to the Texas Local Government Code, Chapter 378; and,

WHEREAS, the Council finds and determines that the creation of the empowerment zone #6 in the Lamar University neighborhood would promote the creation of affordable housing, including manufactured housing, increase economic development, increase the quality of social services, education, or public safety provided to the residents in the zone, or the rehabilitation of affordable housing in the zone; and,

WHEREAS, the City Council finds and determines that the creation of the zone satisfies the requirements of the Texas Redevelopment and Tax Abatement Act, specifically Tax Code Section 312.202;

NOW, THEREFORE, BE IT ORDAINED BY

THE CITY COUNCIL OF THE CITY OF BEAUMONT:

Section 1.

That the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved, determined, and adopted.

Section 2.

That the City Council hereby designates the areas set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, as Neighborhood Empowerment Zone #6 (herein referred to as the "zone").

Section 3.

That the City Council finds that the zone meets the qualification of the Texas Local Government Code, Chapter 378.

Section 4.

That the City Council finds that the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the City of Beaumont.

Section 5.

That the guidelines and criteria governing tax abatement agreements attached hereto as Exhibit "B" are hereby adopted. By such action the City of Beaumont elects to become eligible to participate in tax abatement.

Section 6.

That the City Council directs and designates the City Manager as the City's authorized representative, to act in all matters pertaining to the designation of the areas described herein as Neighborhood Empowerment Zone #6.

Section 7.

That this ordinance shall be effective from and after its passage as provided by law.

Section 8.

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 9.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont on this the 8th day of December, 2015.

- Mayor Becky Ames -

EMPOWERMENT ZONE NUMBER SIX

The City of Beaumont Empowerment Zone Number Six. Said area being more fully described below as follows:

STARTING at the Point of Beginning, at the southwest corner of the described area, being the intersection of the centerline of Cardinal Drive (aka State Highway 69) and the centerline of S. Kenneth Avenue;

Then with the centerline of S. Kenneth Avenue approximately 2120 ft. northwest to the intersection of the centerline of S. Kenneth Avenue and the centerline of Florida Avenue;

Then with the centerline of Florida Avenue approximately 235 ft. west to the intersection of the centerline of Florida Avenue and the centerline of Kenneth Avenue;

Then with the centerline of Kenneth Avenue approximately 3020 ft north to the intersection of the centerline of Kenneth Avenue and the centerline of W. Woodrow Avenue;

Then with the centerline of W. Woodrow Avenue approximately 90 ft east to the intersection of the centerline of W. Woodrow Avenue and the centerline of Kenneth Avenue;

Then with the centerline of Kenneth Avenue approximately 3150 ft north to the intersection of the centerline of Kenneth Avenue and the centerline of Elgie Street;

Then with the centerline of Elgie Street approximately 1080 ft east to the intersection of the centerline of Elgie Street and the centerline of Highland Avenue, also being the intersection of Highland Avenue and E. Elgie Street;

Then with the centerline of E. Elgie Street approximately 1695 ft east to the intersection of the centerline of E. Elgie Avenue and the centerline of S. Martin Luther King Parkway;

Then with the centerline of S. Martin Luther King Parkway approximately 1300 ft southeast to the intersection of the centerline of S. Martin Luther King Parkway and the centerline of Adams Street;

Then in a northeast direction along the northwest property line of the Southeast Texas Food Bank, described as Plat B-16, Tract 188-X, JW bullock Survey, Abstract 7, to the southwest right-of-way line of the Kansas City Southern Railroad;

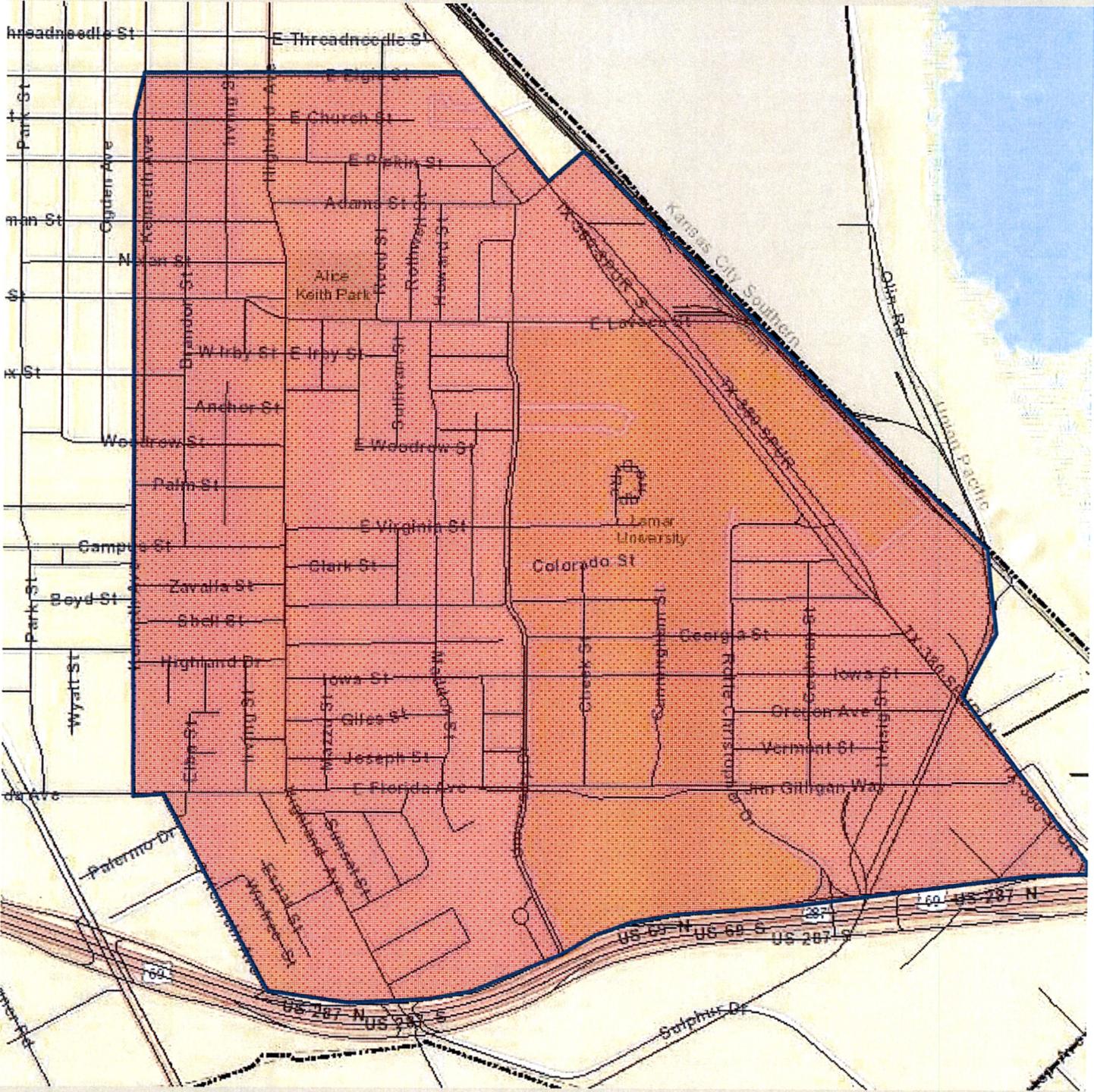
Then with the southwest right-of-way line of the Kansas City Southern Railroad approximately 4910 ft southeast to the northwest right-of-way line of the Union Pacific Railroad;

Then with the northwest right-of-way line of the Union Pacific Railroad approximately 1274 ft to the centerline of S. Martin Luther King Parkway and centerline of the Union Pacific Railroad;

Then in a southeast direction along the centerline of S. Martin Luther King Parkway approximately 1934 ft to the intersection of S. Martin Luther King Parkway and the north right-of-way line of East Cardinal Drive (aka State Highway 69).

Then meandering along the north right-of-way line of E. Cardinal Drive (aka State Highway 69) and W. Cardinal Drive approximately 7415 ft west to the intersection of the centerline of W. Cardinal Drive (aka State Highway 69) and the centerline of S. Kenneth Avenue, arriving at the Point of Beginning.

Lamar Neighborhood Empowerment Zone (#6)





**City of Beaumont
Neighborhood Empowerment Zone
Incentive Policy**

Program Goals:

It is the City of Beaumont's goal to promote development within its Neighborhood Empowerment Zones in an effort to improve the local economy and enhance the quality of life for its citizens. Insofar as these goals are served by enhancing the value of the local tax base and increasing economic opportunities, the City of Beaumont will give consideration to providing the following incentives for development within Neighborhood Empowerment Zones.

Definitions:

A. Abatement: full or partial exemption for ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B. Agreement: a contractual agreement between a property owner and a taxing jurisdiction for the purpose of a tax abatement.

C. Base Year Value: the assessed value of either the applicant's real property and improvements located in a designated reinvestment zone on January 1 of the year prior to the execution of the agreement plus the agreed upon value of any property improvements made after January 1 of that year but before the execution of the agreement, and/or the assessed value of any tangible personal property located on the owner's real property on January 1 of the year prior to the abatement period covered by the agreement.

D. Facility: property improvements completed or in the process of construction which together comprise an integral whole.

E. Incremental Value: the amount of assessed value of the project that is in addition to the Base Year Value of applicant's real property at their prior location.

F. Neighborhood Empowerment Zone: is an area designated as such for the purpose of providing economic incentives, including a tax abatement, as authorized by the City of Beaumont in accordance with Texas Local Government Code Annotated Section 378 as amended.

G. Real Property: area of land defined by legal description as being owned by the person applying for a tax abatement, including any improvements thereto, which is to be

improved and valued for property tax purposes, and which is to be included in the Neighborhood Empowerment Zone.

H. Substantial Investment: a project deemed as an eligible facility under this policy, that exceeds \$5,000,000 in capital investment.

Program Policy:

It is the policy of the City of Beaumont that consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. This policy applies to the owners of real property. Project consideration will include the potential impact of the reinvestment project on the immediate and surrounding area.

A. Authorized Facility : Neighborhood Empowerment Zone Incentives may be granted within a Neighborhood Empowerment Zone for new construction or renovation of single-family uses for investments of \$50,000 or greater and may be granted for all other uses for investment of \$75,000 or greater.

B. Eligible Property : Neighborhood Empowerment Zone Incentives may be granted for new construction or renovation of owner-occupied single-family homes, office, retail, **hotel and meeting facilities**, restaurant and multi-family residential facilities within a Neighborhood Empowerment Zone, designated by the City Council of the City of Beaumont, Texas.

C. No incentives shall be granted for development resulting from the relocation of an eligible facility from one area of the city to within the Neighborhood Empowerment Zone, excepting projects considered “Substantial Investments,” as defined herein.

Procedural Guidelines:

Any person, partnership, organization, corporation or other entity desiring that the City of Beaumont consider providing Neighborhood Empowerment Zone incentives shall be required to comply with the following procedural guidelines. No representations made herein considered binding unless and until approved by the City of Beaumont City Council.

Preliminary Application:

Applicants shall submit a completed “Application for Neighborhood Empowerment Zone Development Incentives” form for consideration of incentives to the Community Development Department of the City of Beaumont, 801 Main Street, Beaumont, Texas 77701.

Consideration of the Application:

A. The City Manager will consider requests for incentives in accordance with these policies, pursuant to Chapter 378 of the Texas Local Government Code. Additional information may be requested as needed.

B. The City Council may enter into an agreement that outlines the terms and conditions between the City and the applicant, and governs the provision of the incentives.

Inspection of the Project:

During the term of such agreement, the City of Beaumont will have the right to inspect the project facility during regular business hours to ensure compliance with the agreement and accuracy of the owner certification.

Recapture:

If a project is not completed as specified, or if the terms of the incentive agreement are not met, the City has the right to cancel or amend the incentive agreement and all previously waived fees and abated taxes shall become due to the City and liens may be reattached.

Effect of Sale, assignment or lease of property:

No incentive rights may be sold or assigned without the approval of the City Council. Any sale, assignment or lease of the property may result in execution of the recapture provision, as outlined above.

Types of Incentives Available:

Building Fee Waivers

The Building Construction Fee Waiver Program affords property owners an exemption from planning and building fees associated with new construction or renovation and occupancy of eligible facilities within the target area.

Expedited Permit Reviews:

In order to facilitate redevelopment within the Neighborhood Empowerment Zones, the Community Development Department is committed to assisting applicants through the planning and permit review process as quickly as possible.

Lien Waivers

In order to render properties with Neighborhood Empowerment Zones more marketable, the Lien Waiver Program affords property owners a release of liens attached to properties as the result of demolitions or expenditures associated with cutting high grass. Release of such liens would only be allowed in conjunction with new construction or renovation of eligible facilities within the target area.

Construction Tax Abatement

The Construction Tax Abatement Program is an economic development tool designed to provide incentives for the new construction or renovation of single-family homes, office, retail, restaurant and multi-family residential facilities within a Neighborhood Empowerment Zone. The Construction Tax Abatement Program is intended to contribute to area development by attracting additional capital and human investment to the area as well as additional residents to support economic development activities within the area.

Value of Abatements: authorized facilities may be granted a municipal tax abatement on all or a portion of the increased taxable value of eligible property over the base year value for a period not to exceed three (3) years, except as outlined below.

Tax Abatement Program Guidelines:

The eligibility requirements are as follows:

Investment	Municipal Tax Abatement	Schedule
\$50,000 & up for residential uses and \$75,000 & up for all other uses	100%; or 100% of the incremental value for Substantial Investments relocating within the City.	1 st Year
\$50,000 & up for residential uses and \$75,000 & up for all other uses	100%; or 100% of the incremental value for Substantial Investments relocating within the City.	2 nd Year
\$50,000 & up for residential uses and \$75,000 & up for all other uses	100%; or 100% of the incremental value for Substantial Investments relocating within the City.	3 rd Year
\$5,000,000 or more for any eligible use	100% for new investments and the incremental value for Substantial Investments relocating within the City.	4 th Year
\$5,000,000 or more for any eligible use	100% for new investments and the incremental value for Substantial Investments relocating within the City.	5 th Year
\$5,000,000 or more for any eligible use	100% for new investments and the incremental value for Substantial Investments relocating within the City.	6 th Year
\$5,000,000 or more for any eligible use	100% for new investments and the incremental value for Substantial Investments relocating within the City.	7 th Year

Abatement Program Considerations:

- A. The final valuation determined by the Jefferson County Appraisal District will be used to determine the actual yearly tax abatement exemption.
- B. The tax abatement shall be granted only to the owner of the property.
- C. No tax abatement exemption shall be effective until the applicant has met all of the eligibility requirements contained in the guidelines and policies, state law, and City of Beaumont codes.
- D. There shall be no retroactive tax abatement exemptions – all tax abatement exemptions become effective only on or after the date the City Council approves the tax abatement agreement.
- E. The applicant shall agree to hold the City of Beaumont, its agents, employees and public officials harmless and pay all attorneys' fees that are generated by any dispute regarding the tax abatement agreement.
- F. Personal and or real property identified before the period covered by the abatement agreement will not be eligible for abatement.

WORK SESSION

- * Review and discuss subdivision regulations within the City of Beaumont's Extraterritorial Jurisdiction (ETJ)

WORK SESSION

- * Review and discuss private warranty programs available for customer water/sewer lines

WORK SESSION

- * Discuss the possibility of requesting proposals for the management of the Tennis Center at the Athletic Complex

WORK SESSION

- * Review and discuss allowing Transportation Network Companies to operate within the city limits of Beaumont

ORDINANCE NO.

DRAFT

ENTITLED AN ORDINANCE RENUMBERING CHAPTER 6, ARTICLE 6.06 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS PAWNSHOPS AND PAWNBROKERS TO ARTICLE 6.11 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS; ADOPTING A NEW ARTICLE 6.06 OF THE CODE OF ORDINANCES OF BEAUMONT TEXAS TRANSPORTATION NETWORK COMPANIES TO MAKE CHANGES AND ADDITIONS RELATING TO TRANSPORTATION NETWORK COMPANIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 6, Article 6.06 of the Code of Ordinances of the City of Beaumont Pawnshops and Pawnbrokers, be and the same is hereby renumbered as Article 6.11 Pawnshops and Pawnbrokers.

Section 2.

THAT Chapter 6, Article 6.06 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by adopting a new Article 6.06 to read as follows:

ARTICLE 6.06 TRANSPORTATION NETWORK COMPANIES

Division 1. Generally

Sec. 6.06.001 Definitions

In this article:

Operating permit means the permission granted by the city to operate a TNC inside the city for a period of one year, renewable under the provisions of this chapter.

Transportation Network Company (TNC) is defined as an organization whether a corporation, partnership, sole proprietor, or other form, that provides on-demand transportation services for compensation using an online-enabled application (app) or platform to connect passengers with drivers.

Transportation Network Company (TNC) Driver shall mean an individual who operates a motor vehicle that is:

- (1) Owned, leased or otherwise authorized for use by the individual;
- (2) Not a taxicab; and
- (3) Used to provide Transportation Network Company services.

Transportation Network Company (TNC) Services shall mean transportation of a passenger between points chosen by the passenger and prearranged with a TNC driver through the use of a TNC digital network or software application. TNC services shall begin when a TNC driver accepts a request for transportation received through the TNC's digital network or software application service, continues while the TNC driver transports the passenger in the TNC driver's vehicle, and ends when the passenger exits the TNC driver's vehicle. TNC service is not a taxicab or street hail service.

Sec. 6.06.002 Fare charged for services

- (a) A TNC may charge a fare for the services provided to passengers; provided that, if a fare is charged, the TNC shall disclose to passengers the fare calculation method on its website or within the software application service. The TNC shall also provide passengers with the option to receive an estimated fare before the passenger enters the TNC driver's vehicle.
- (b) If a TNC utilizes dynamic pricing through its software application to incentivize drivers in an effort to maximize the supply of available vehicles on the network to match the demand for rides and increase reliability, the software application must:
 - (1) Provide a clear and visible indication that dynamic pricing is in effect prior to requesting a ride;
 - (2) Include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed;
 - (3) Provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride; and

Sec. 6.06.003 Agent required

The TNC must maintain an agent for service of process in the State of Texas.

Sec. 6.06.004 Identification of TNC vehicles and drivers

Before a TNC ride is accepted, the TNC's software application or website shall display the driver's first name, an accurate picture of the TNC driver, a picture or description of the vehicle, and the license plate number of the motor vehicle utilized for providing the TNC service.

Sec. 6.06.005 Electronic receipt required

Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the passenger that lists:

- (1) The origin and destination of the trip;
- (2) The total time and distance of the trip; and
- (3) An itemization of the total fare paid, if any.

Sec. 6.06.006 Zero tolerance for alcohol or drug use

- (a) The TNC shall implement a zero tolerance policy on the use of drugs or alcohol while a TNC driver is providing TNC services or is logged into the TNC's digital network but is not providing TNC services, and shall provide notice of this policy on its website, as well as procedures to report a complaint about a driver with whom a passenger was matched and whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip.
- (b) Upon receipt of such passenger complaint alleging a violation of the zero tolerance policy, the TNC shall immediately suspend such TNC driver's access to the TNC's digital platform, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.
- (c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two years from the date that a passenger complaint is received by the TNC.

Sec. 6.06.007 No street hails

A TNC driver shall exclusively accept rides booked through a TNC's digital network or software application service and shall not solicit or accept street hails.

Sec. 6.06.008 No cash rides

The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments from passengers and notify TNC drivers of such policy. TNC drivers shall not solicit or accept cash payments from passengers. Any payment for TNC services shall be made only electronically using the TNC's digital network or software application.

Sec. 6.06.009 No discrimination; accessibility

- (a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity with respect to passengers and potential passengers and notify TNC drivers of such policy.
- (b) TNC drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color,

national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.

- (c) TNC drivers shall comply with all applicable laws relating to accommodation of service animals.
- (d) A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.
- (e) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

Sec. 6.06.010 Records required

- (a) A TNC shall maintain:
 - (1) Individual trip records which must include driver and passenger identity information for at least one year from the date each trip was provided; and
 - (2) TNC driver records at least until the one year anniversary of the date on which a TNC driver's activation on the TNC digital network has ended.
- (b) Within seven business days of the receipt of a duly issued subpoena, court order or warrant relating to investigation of a criminal matter, or within a longer period of time if agreed to by the parties, the TNC shall furnish the requested records to the chief of police. For any non-criminal investigations conducted by the chief of police in his administrative capacity, a TNC will conduct an internal investigation and shall within seven business days or within a longer period of time if agreed to by the parties furnish records in response to a written request related to the underlying complaint, in accordance with its publicly posted privacy policies.

Sec. 6.06.011 Personal identity information

A TNC shall not disclose a passenger's personal identity information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a TNC shall be permitted to share a passenger's name and/or telephone number with the TNC driver providing TNC services to such passenger in order to facilitate correct identification of the passenger by the TNC driver, or to facilitate communication between the passenger and the TNC driver.

Division 2. Operating Permit

Sec. 6.06.012 Required

No TNC shall operate upon the city streets without having first obtained an operating permit from the City of Beaumont.

Sec. 6.06.013 Application

An application for an operating permit required under this division shall be filed with the Chief of Police upon forms provided by the city. The application shall contain the following information:

- (1) The name and business address of the applicant;
- (2) If a business entity, certified copies of the applicant's organizational documents, e.g., certificate of organization, articles of incorporation or similar documents as applicable, together with evidence of authorization from the Texas Secretary of State to conduct business in the state of Texas, and current franchise tax account status with the Texas Comptroller;
- (3) The experience of the applicant in the transportation of passengers; and
- (4) Any facts the applicant believes tend to prove that public convenience and necessity require the granting of an operating permit.

Sec. 6.06.014 Fees

No operating permit required under this division shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$100.00. The fees shall be paid to the city to compensate the city for its superintendence of the TNC business operated under this article and for the use of the city streets, alleys and public ways.

Sec. 6.06.015 Issuance

If the Chief of Police determines that the applicant is fit, willing and able to provide the public transportation and to conform to this article, he shall issue an operating permit stating the name and address of the applicant; otherwise the application shall be denied.

Sec. 6.06.016 Suspension and revocation

- (a) Upon the filing of a written complaint alleging a violation of any of the provisions of this article by a TNC driver or a TNC filed by any person with the chief of police, or upon the person's motion, the chief of police, after five days' notice of the grounds of such complaint to the TNC driver or owner or operators of the TNC against whom complaint is made, shall hear evidence with reference to such complaint, and after such hearing, the chief of police may revoke or suspend the operating permit of such holder or require the TNC to remove said TNC driver from the system with good cause shown.
- (b) Due cause for the suspension or revocation of an operating permit will include, but not be limited to, the following:
 - (1) Failure of the operating permit holder to maintain any and all of the general qualifications applicable to the initial issuance of the permit as set forth in this title;

- (2) Obtaining an operating permit by providing false information;
 - (3) Violating any ordinance of the city, the laws of the United States or of the state, the violation of which adversely affects the ability of holder to offer transportation network services; or
 - (4) Violating any part of this article.
- (c) The holder shall have the right to appeal the suspension or revocation to the city manager within ten business days of the notice of suspension or revocation. Such appeal will be submitted by a letter addressed to the city manager stating that an appeal from the decision of the chief of police is desired to the city manager. Upon receiving such notice of appeal, the city manager, as soon as practical thereafter, shall conduct a hearing at which the appealing party will be given an opportunity to present evidence and make argument in the person's behalf. The formal rules of evidence do not apply to an appeal hearing under this section. The city manager shall make its ruling on the basis of a preponderance of the evidence at the hearing.
- (d) The city manager will affirm, modify or reverse the decision of the chief of police. The decision of the city manager is final.
- (e) If no appeal is taken from the ruling of the chief of police in the time and manner as provided for in this title, the ruling of the chief of police shall be final.
- (f) Any person who continues to operate a TNC under a permit that has been suspended or revoked for any reason while the suspension or revocation is in effect shall be considered to be in violation of a misdemeanor and upon conviction thereof, shall be assessed a penalty accordingly. Every day's violation shall be considered to be a separate offense.

Division 3. Driver and Vehicle Requirements

Sec. 6.06.017 Driver background check required

- (a) Prior to permitting an individual to act as a TNC driver on its digital platform, the TNC shall:
- (1) Require the individual to submit an application to the TNC which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC;
 - (2) Conduct, or have a third party conduct, a local and national criminal background check for each applicant that shall include:
 - a. Multi-state/Multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation (primary source search); and
 - b. National Sex Offender Registry database; and
 - (3) Obtain and review a driving history research report for such individual.

- (b) The TNC shall not permit an individual to act as a TNC driver on its digital platform who:
- (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
 - (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or class B misdemeanor or higher theft, acts of violence, or acts of terror;
 - (3) Is a match in the National Sex Offender Registry database;
 - (4) Does not possess a valid driver's license;
 - (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC services;
 - (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC services; or
 - (7) Is not at least 19 years of age.
- (c) Notification. In the event that a TNC becomes aware of a driver being involved in criminal conduct or driving violations or otherwise becomes ineligible to serve as a driver by virtue of no longer meeting the criteria listed above, the TNC shall immediately terminate the driver's ability to access the platform's application.

Sec. 6.06.018 Vehicle safety and emissions

The TNC shall require that any motor vehicle(s) that a TNC driver will use to provide TNC services meets the requirements set forth in V.T.C.A., Transportation Code, Ch. 547 for vehicle safety equipment and inspection.

Division 4. TNC and TNC Driver Insurance Requirements

Sec. 6.06.019 Insurance requirements

- (a) The following automobile liability insurance requirements shall apply during the time that a TNC driver has logged into a TNC's digital network and is available to receive requests for transportation but not providing TNC services:
- (1) Automobile liability insurance that meets at least the minimum coverage requirements per section 601.072 (a-1) of the Texas Motor Vehicle Safety Responsibility Act.
 - (2) Automobile liability insurance in the amounts required in paragraph (1) of subsection (a) shall be maintained by a TNC and provide coverage in the event a participating driver's insurance policy under subsection (a)(1) excludes coverage according to its policy terms or does not provide coverage of at least the limits required in paragraph (1) of subsection (a).

- (b) The following automobile liability insurance requirements shall apply while a TNC driver is providing TNC services:
- (1) Provides primary automobile liability insurance that recognizes the TNC driver's provision of TNC services;
 - (2) Provides primary automobile liability insurance coverage of at least \$1,000,000.00 for death, personal injury and property damage;
 - (3) The coverage requirements of this subsection (b) may be satisfied by any of the following:
 - a. Automobile liability insurance maintained by the TNC driver; or
 - b. Automobile liability insurance maintained by the TNC; or
 - c. Any combination of subparagraphs (a) and (b).
- (c) In every instance where insurance maintained by a TNC driver to fulfill the insurance requirements of this section has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by a TNC shall provide the coverage required by this section beginning with the first dollar of a claim.
- (d) Insurance required by this section may be satisfied by an insurer authorized to do business in the state or with a surplus lines insurer eligible under V.T.C.A., Insurance Code, Ch. 981.

Sec. 6.06.020 Disclosure requirements

A TNC shall disclose in writing to TNC drivers, as part of its agreement with those drivers, the insurance coverage and limits of liability that the TNC provides while the driver uses a personal vehicle in connection with a TNC's online-enabled digital network. A TNC shall also disclose in writing to participating drivers, as part of its agreement with those drivers, that the driver's own automobile insurance policy might not provide coverage while the TNC driver uses a vehicle in connection with a TNC's digital network depending on its terms.

Section 3.

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 4.

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

Section 5.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 8th day of December, 2015.

- Mayor Becky Ames -