



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 2, 2016 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – January 12, 2016
- * Confirmation of committee appointments

Steve Hoffman would fill the unexpired term of Douglas Rathgeber on the Police Department Community Advisory Committee. The term would commence February 2, 2016 and expire September 30, 2017. (Mayor Pro Tem Mike Getz)

- A) Authorize the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) for the WIC Program
- B) Approve the renewal of an annual maintenance agreement from SunGard Public Sector for use by Police, Fire, and EMS
- C) Authorize the City Manager to execute an Industrial District Contract with 850 Pine Street, Inc.
- D) Approve a lease agreement with the Beaumont Yacht Club, Inc.
- E) Authorize the City Manager to execute Change Order No. 5, accept maintenance and authorize final payment to Allco, LLC for the Wastewater Treatment Plant Sludge Pump Replacement Project
- F) Authorize the Mayor to execute a waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft at a low altitude over the City of Beaumont for mosquito control purposes
- G) Authorize the City Manager to apply for and receive funding through the Entergy Charitable Foundation for Summer Reading Club programming

- H) Authorize the City Manager to execute a memorandum of understanding with the South East Texas Regional Planning Commission to facilitate registration for emergency notifications
- I) Authorize the City Manager to execute a contract with Jefferson County entitled "Interlocal Contract Between City of Beaumont, TX and Jefferson County" providing Jefferson County access to Sungard OSSI Computer Aided Dispatch (CAD) software
- J) Approve a resolution accepting a Right of Way Easement and a Temporary Construction Easement from Parkdale Mall CMBS, LLC for the Northwest Parkway Project

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Steve Hoffman is appointed to the Police Department Community Advisory Committee to fill the unexpired term of Douglas Rathgeber. The term will commence February 2, 2016 and expire September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- 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: February 2, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) in the amount of \$833,873.00 awarded to the Beaumont Public Health Department.

BACKGROUND

The Texas Department of State Health Services has awarded the Beaumont Public Health Department's WIC Division grant funds in the amount of \$833,873.00. The contract will begin 10/01/2015 and end on 09/30/2016.

The Special Supplemental Nutrition for Women, Infants, and Children Program (WIC) is a nutrition education and supplemental food program for pregnant and postpartum women, breast-feeding women, infants, and children up to the age five. The program also provides information of healthy eating and referrals to health care. WIC is a federal grant program for which Congress authorizes a specific amount of funds each year.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2016-048771-001
UNDER THE
WOMEN, INFANT AND CHILDREN'S NUTRITION GRANT PROGRAM**

I. LEGAL AUTHORITY

The Department of State Health Services ("Enterprise Agency") and CITY OF BEAUMONT PUBLIC HEALTH DEPARTMENT ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract (the "Contract"). This Contract is authorized by and in compliance with the provisions of 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

II. DURATION

The Contract is effective on October 1, 2015 and terminates on September 30, 2016 unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Enterprise Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **\$833,873.00**. All payment requests and reimbursements will be made in accordance with the conditions specified in ATTACHMENT A – STATEMENT OF WORK, SECTION IV. BILLING INSTRUCTION AND PAYMENT of this Contract.

Grantee DUNS#: 073901118

CFDA: 10.557.001; 10.557.013

Purchase Order Number: 0000419919

IV. NOTICES

Unless otherwise noted in the Attachments to this Contract, any notices required under this Contract shall be deemed delivered when deposited by the Enterprise Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Enterprise Agency

Department of State Health Services
Division for Family and Community Health Services
Mail Code 1914
PO Box 149347
Austin, TX 78714-9347

Grantee

CITY OF BEAUMONT
P.O. BOX 3827
BEAUMONT, TX 77704

Attn: Kyle Hayes

Notice given by Grantee will be deemed effective when received by the Enterprise Agency. Either Party may change its address for notice by written notice to the other Party as herein provided without amending the Contract.

V. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR ENTERPRISE AGENCY CONTRACT No. 2016-048771-001

ENTERPRISE AGENCY

GRANTEE

Kirk Cole
Interim Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

**THE FOLLOWING ATTACHMENTS TO ENTERPRISE AGENCY CONTRACT
No. 2016-048771-001 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT C – SPECIAL CONDITIONS**
- ATTACHMENT D – DATA USE AGREEMENT**
- ATTACHMENT E – NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding from the Texas Department of State Health Services (DSHS) for the benefit of the Beaumont Public Health Department's Women, Infants and Children (WIC) Division in the amount of \$833,873.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council
FROM: Kyle Hayes, City Manager
PREPARED BY: Bart Bartkowiak, Chief Technology Officer
MEETING DATE: February 2, 2016
REQUESTED ACTION: Council consider a resolution authorizing the renewal of an annual maintenance agreement from SunGard Public Sector in the amount of \$242,758.21 for use by Police, Fire, and EMS.

BACKGROUND

SunGard Public Sector software is used by Police, Fire, and EMS for dispatching of emergency personnel, records management for Police, miscellaneous reporting, case management, and numerous other essential functions for Public Safety. This purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to modify and maintain the software. The software maintenance agreement provides twenty-four/seven unlimited telephone support for 911 dispatching; Monday – Friday, 8 – 5 support for mobile computers, electronic field reporting, and all records management applications, and provides annual software upgrades.

This agreement is for an annual period beginning January 2016.

FUNDING SOURCE

General Fund – Information Technology and Confiscated Goods – Police.

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 pay an invoice in the amount of \$242,758.21 to SunGard Public Sector for the renewal of an annual maintenance agreement for Police, Fire and EMS public safety software support beginning January, 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- 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: February 2, 2016

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with 850 Pine Street, 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 850 Pine Street, Inc., a subsidiary of Chicago Bridge and Iron, that expired 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 FY 2016 payment is \$18,976.

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 850 Pine Street, 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 2nd day of February, 2016.

- 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 850 Pine Street, Inc., a Delaware Corporation, 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

850 Pine Street, Inc.
5410 Gorman Road
Beaumont, TX 77705

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 _____, 2016

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

850 PINE STREET, INC.

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: February 2, 2016
REQUESTED ACTION: Council consider a resolution approving a lease agreement with the Beaumont Yacht Club, Inc.

BACKGROUND

The City of Beaumont and the Beaumont Yacht Club, Inc., entered into a lease agreement in March 1987 and then a second agreement in October 1998, which expired September 30, 2015. The City is currently having the property appraised to determine its value and establish the amount of rent payments for a long-term lease.

In the interim, the City has proposed a month to month lease agreement with a monthly payment of \$2,500. In accordance with the agreement, the Yacht Club will make payments for October, November and December of 2015 as well as for January, February and each month going forward in 2016.

FUNDING SOURCE

Lease payments are revenue to the General Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, the City of Beaumont and the Beaumont Yacht Club, Inc. entered into a lease agreement in March 1987 and then a second agreement in October 1998, which expired September 30, 2015; and,

WHEREAS, the City is currently having the property appraised to determine its value and establish the amount of rent payments for a long-term lease; and,

WHEREAS, in the interim, the City proposed a month-to-month lease agreement for a monthly lease payment of \$2,500; and,

WHEREAS, Beaumont Yacht Club will make payments for the months of October, November and December 2015 as well as January and February 2016 and each month going forward in 2016 until such time as a long term lease is executed;

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

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

THAT the City Manager be and he is hereby authorized to execute a Lease Agreement, substantially in the form attached hereto as Exhibit "A," between the City of Beaumont and Beaumont Yacht Club, Inc. for a monthly lease payment of \$2,500; and,

BE IT FURTHER RESOLVED THAT Beaumont Yacht Club will make payments for the months of October, November and December 2015 as well as January and February 2016 and each month going forward in 2016 until such time as a long term lease is executed.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of
February, 2016.

- Mayor Becky Ames -

Agreement between the City of Beaumont and Beaumont Yacht Club, Inc.

The City of Beaumont "City" and the Beaumont Yacht Club, Inc. "Yacht Club" entered into a lease agreement in March 1987 and then a second agreement October 1998 which expired September 30, 2015. Whereas Yacht Club continues to conduct operations at the marina and because the appraisal requested by the City to determine the current value of the property is not complete, an interim lease agreement is required. To that end, the City and Yacht Club agree as follows:

Property Description

Marina property and improvements within the boundaries as described in Exhibit A.

Term

This agreement shall be month to month until the appraisal is complete and a long-term lease is agreed upon.

Insurance

While the lease agreement is in effect, all operating costs of the facility shall be paid by the Yacht Club. In addition, Yacht Club shall carry fire and extended coverage insurance on the value of the structures on the facility and maintain \$1,000,000 in liability insurance with the City named as an Additional Insured.

Yacht Club Obligations

Yacht Club agrees to lease the facility as described herein for use as a public marina. Yacht Club shall be responsible for the maintenance of the facility and agrees to keep said facility in safe condition. Yacht Club will operate the facility in compliance with all laws and regulations. Yacht Club further agrees not to use all or any part of said facility for any unlawful purpose. Yacht Club shall be responsible for the payment of all charges for water, gas, sewer, garbage, trash, and other utility charges incurred during the term thereof.

Payment

Yacht Club will pay the City \$2,500 per month for rent. The rent is due at the first of the month. City will invoice Yacht Club on a monthly basis. Yacht Club shall pay City rent for all months in fiscal year prior to execution of lease agreement and then will pay monthly.

Termination

The agreement shall be effective October 1, 2015. It may be terminated by either party with 30 days written notice delivered in person or by certified mail, return receipt requested, to the addresses listed below.

Executed by the parties this _____ day of _____ 2016.

Kyle Hayes, City Manager
801 Main Street, Suite 300
Beaumont, Texas 77701

Beaumont Yacht Club, Inc.

Agreement between the City of Beaumont and Beaumont Yacht Club, Inc.

The City of Beaumont "City" and the Beaumont Yacht Club, Inc. "Yacht Club" entered into a lease agreement in March 1987 and then a second agreement October 1998 which expired September 30, 2015. Whereas Yacht Club continues to conduct operations at the marina and because the appraisal requested by the City to determine the current value of the property is not complete, an interim lease agreement is required. To that end, the City and Yacht Club agree as follows:

Property Description

Marina property and improvements within the boundaries as described in Exhibit A.

Term

This agreement shall be month to month until the appraisal is complete and a long-term lease is agreed to.

Insurance

While the lease agreement is in effect, all operating costs of the facility shall be paid by the Yacht Club. In addition, Yacht Club shall carry fire and extended coverage insurance on the value of the structures on the facility and maintain \$1,000,000 in liability insurance with the City named as an Additional Insured.

Yacht Club Obligations

Yacht Club agrees to lease the facility as described herein for use as a public marina. Yacht Club shall be responsible for the maintenance of the facility and agrees to keep said facility in safe condition. Yacht Club will operate the facility in compliance with all laws and regulations. Yacht Club further agrees not to use all or any part of said facility for any unlawful purpose. Yacht Club shall be responsible for the payment of all charges for water, gas, sewer, garbage, trash, and other utility charges incurred during the term thereof.

Payment

Yacht Club will pay the City \$2,500 per month for rent. The rent is due at the first of the month. City will invoice Yacht Club on a monthly basis. Yacht Club shall pay City rent for October 2015 and November 2015 upon execution of lease agreement.

Termination

This agreement may be terminated by either party with 30 days written notice delivered in person or by certified mail, return receipt requested, to the addresses listed below.

Executed by the parties this _____ day of November 2015.

Kyle Hayes, City Manager
801 Main Street, Suite 300
Beaumont, Texas 77701



Beaumont Yacht Club, Inc.
Commodore

Exhibit "A"

WITNESSETH:

City does, by these presents, lease, let and demise unto Yacht Club the following described property, to wit:

BEING a tract of land of approximately 30.18 acres out of the W. H. Hodges Survey and the James Drake Survey, in the City of Beaumont, Jefferson County, State of Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the north right-of-way line of the Interstate Highway 10, with the left ascending bank of the water's edge of the Neches River;

THENCE in a northeasterly direction following the left ascending bank of the water's edge of the Neches River up said river with its meanderings one thousand eight hundred (1800') feet more or less, to a point lying one thousand six hundred fifty (1650') feet perpendicularly distant from the said north right-of-way line of Interstate Highway 10;

THENCE west along a line parallel with and one thousand six hundred fifty (1650') feet distant from the said north right-of-way line of Interstate Highway 10, one hundred eighty (180') feet more or less to a point for corner;

THENCE in a southwesterly direction one hundred fifty (150') from and parallel to the left ascending bank of the Neches River a distance of seven hundred (700') feet more or less, to a point for corner, said point being one thousand (1000') feet perpendicularly distant from the north right-of-way line of Interstate Highway 10;

THENCE west along a line one thousand (1000') feet from and parallel to the said north right-of-way of Interstate Highway 10 a distance of one thousand two hundred thirty (1230') feet to a point thirty (30') feet east of the centerline of the old garbage dump road;

THENCE in a southerly direction thirty (30') feet from and parallel to the old garbage dump road a distance of one thousand ten (1010') feet more or less to its point of intersection with the north line of

Interstate Highway 10;

THENCE east along the said north right-of-way line of Interstate Highway 10 to one thousand fifty (1050') feet more or less to the PLACE OF BEGINNING:

SAVE AND EXCEPT out of the above-described property, a strip of land one hundred fifty (150') feet wide from the water's edge back one hundred fifty (150') feet more or less to west line of the north prong of said lease tract; the centerline of said strip being one thousand two hundred fifty (1250') feet from the north line of Interstate Highway 10 measured along the left ascending bank of the Neches River.



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute Change Order No. 5, accept maintenance and authorize final payment in the amount of \$13,484.22 to Allco, LLC for the Wastewater Treatment Plant Sludge Pump Replacement Project.

BACKGROUND

On August 16, 2011, by Resolution No. 11-229, City Council awarded a contract to Allco, LLC, of Beaumont, Texas, in the amount of \$1,111,359.00 for the Wastewater Treatment Plant Sludge Pump Replacement Project. The project furnished all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road.

Previous Change Orders 1-4, in the amount of \$231,566.21 increased the original contract amount to \$1,342,925.21. Change Order No. 5, in the amount of \$5,496.55, is necessary to provide final connections and fittings of the 6-inch sludge transfer force mains from the Secondary Clarifier Pump Station to the existing Grit Units, and field adjustment of the existing 10-inch sludge pipe. The change order would increase the original contract amount to \$1,348,421.76. The project has been inspected by Water Utilities and found to be complete in accordance with the provisions and terms set out in the contract. Acceptance of maintenance and approval of the final payment in the amount of \$13,484.22 is recommended.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO. 11-229

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 Allico, LLC, of Beaumont, Texas, in the amount of \$1,111,359.00 for the Wastewater Treatment Plant Sludge Pump Replacement Project to furnish all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road.

PASSED by the City Council of the City of Beaumont this the 16th day August, 2011.



Becky Ames

Mayor Becky Ames -

RESOLUTION NO.13-162

WHEREAS, on August 16, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-229 awarding a contract in the amount of \$1,111,359 to Allco, LLC, of Beaumont Texas, for the Wastewater Treatment Plant Sludge Pump Replacement Project to furnish all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road; and,

WHEREAS, Change Order No. 1 in the amount of (\$25,355.75) is required to furnish all necessary labor, materials, and equipment to install a new concrete slab and pipe rail for the refurbished belt press conveyor; install access stairs and handrails for Junction Box No. 3; install a new 6-inch diameter force main from the grit cyclonic units to the grit classifiers; connect an existing 6-inch drain to the 12-inch main at the Influent Building; increase Bid Item 7.5 to provide six (6) additional pipe bollards at the Belt Press Canopy; and reduce Bid Item 5.2 amount to refurbish belt press conveyor, thereby decreasing the contract amount to \$1,086,003.25; and,

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

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

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1 in the amount of (\$25,355.75), thereby decreasing the contract amount to \$1,086,003.25 for the Wastewater Treatment Plant Sludge Pump Replacement Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 6th day of August, 2013.



Becky Ames
- Mayor Becky Ames -

RESOLUTION NO.14-053

WHEREAS, on August 16, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-229 awarding a contract in the amount of \$1,111,359 to Allco, LLC, of Beaumont Texas, for the Wastewater Treatment Plant Sludge Pump Replacement Project to furnish all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road; and,

WHEREAS, on August 6, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-162 approving Change Order No. 1 in the amount of (\$25,355.75) to furnish all necessary labor, materials, and equipment to install a new concrete slab and pipe rail for the refurbished belt press conveyor; install access stairs and handrails for Junction Box No. 3; install a new 6-inch diameter force main from the grit cyclonic units to the grit classifiers; connect an existing 6-inch drain to the 12-inch main at the Influent Building; increase Bid Item 7.5 to provide six (6) additional pipe bollards at the Belt Press Canopy; and reduce Bid Item 5.2 amount to refurbish belt press conveyor, thereby decreasing the contract amount to \$1,086,003.25; and,

WHEREAS, Change Order No. 2 in the amount of \$48,309.96 is required to furnish and install new electrical equipment in MCC 1 for Pumps 1 and 3; reinstall VFD equipment in MCC 1 that was damaged by sewer gas corrosion; modify the Primary Sludge Pump belts and sheave size; provide the additional work required to perform the suction pipe connections due to existing underground electrical and piping conflicts uncovered once excavation work began; replace an existing concrete pump pad for Primary Pumps 1 & 3 that was damaged due to deterioration; replace secondary pump check valves; provide for a price adjustment for modifications of the Sludge Belt Conveyor based on actual supplied

equipment, and delete the allowance for Bid Item 11, thereby increasing the contract amount to \$1,134,313.21;

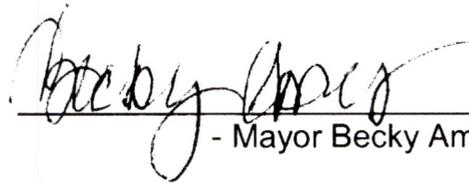
NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute Change Order No. 2 in the amount of \$48,309.96, thereby increasing the contract amount to \$1,134,313.21 for the Wastewater Treatment Plant Sludge Pump Replacement Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of March, 2014.




- Mayor Becky Ames -

RESOLUTION NO.14-076

WHEREAS, on August 16, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-229 awarding a contract in the amount of \$1,111,359 to Allco, LLC, of Beaumont Texas, for the Wastewater Treatment Plant Sludge Pump Replacement Project to furnish all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road; and,

WHEREAS, on August 6, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-162 approving Change Order No. 1 in the amount of (\$25,355.75) to furnish all necessary labor, materials, and equipment to install a new concrete slab and pipe rail for the refurbished belt press conveyor; install access stairs and handrails for Junction Box No. 3; install a new 6-inch diameter force main from the grit cyclonic units to the grit classifiers; connect an existing 6-inch drain to the 12-inch main at the Influent Building; increase Bid Item 7.5 to provide six (6) additional pipe bollards at the Belt Press Canopy; and reduce Bid Item 5.2 amount to refurbish belt press conveyor, thereby decreasing the contract amount to \$1,086,003.25; and,

WHEREAS, on March 4, 2104, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-053 approving Change Order No. 2 in the amount of \$48,309.96 to furnish and install new electrical equipment in MCC 1 for Pumps 1 and 3; reinstall VFD equipment in MCC 1 that was damaged by sewer gas corrosion; modify the Primary Sludge Pump belts and sheave size; provide the additional work required to perform the suction pipe connections due to existing underground electrical and piping conflicts uncovered once excavation work began; replace an existing concrete pump pad for Primary Pumps 1 & 3 that was damaged due to deterioration; replace secondary pump check valves;

PROJECT: Wastewater Treatment Plant Improvements-Sludge Pumps
 OWNER: City of Beaumont
 CONTRACTOR: Allco
 ENGINEER: Schaumburg & Polk

Contract:

PERIOD END: February 28, 2015 - March 31, 2015

ESTIMATE NO.: Twenty-Seven (27)

C/O ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	QTD	VALUE COMPLETED
4	Time/Material (Jan)							
	FWO #8907	1	LS					1,497.31
	FWO #8908	1	LS					1,548.45
	FWO #8909	1	LS					1,497.31
	FWO #8910	1	LS					1,317.36
	FWO #8911	1	LS					1,497.31
	FWO #8912	1	LS					1,497.31
	FWO #8913	1	LS					1,497.31
	FWO #8914	1	LS					1,077.37
	FWO #8915	1	LS					2,168.65
	FWO #8916	1	LS					1,497.31
	FWO #8917	1	LS					1,497.31
	FWO #8918	1	LS					2,359.71
5	FWO #8919	1	LS					1,253.21
	FWO #8920	1	LS					1,391.86
	FWO #8922	1	LS					3,673.80
	FWO #8931	1	LS					3,391.89
	FWO #8932	1	LS					1,617.28
	FWO #8933	1	LS					1,497.31
	FWO #8934	1	LS					1,583.07
	FWO #8935	1	LS					1,497.31
	FWO #8952	1	LS					3,160.12
	FWO #8953	1	LS					1,721.52
	FWO #8956	1	LS					923.36
	Change Order No. 4							
	Bar Screen Conveyor Belt	1	LS	40,514.00	40,514.00		1	40,514.00
	Change Order No. 5							
	R & R 10" Sludge Line w/Assoc. Work Items (E-mail dated 2-16-15)	1	LS	26,020.21	26,020.21			
	FWO #8923	1	LS					1,586.62
	FWO #8924	1	LS					1,746.72
	FWO #8925	1	LS					1,714.39
	FWO #8926	1	LS					1,650.92
	FWO #8927	1	LS					1,723.47
	FWO #8928	1	LS					1,497.31
	FWO #8929	1	LS					1,497.31
	FWO #8930	1	LS					1,497.31
	FWO #8936	1	LS					1,497.31
	FWO #8937	1	LS					1,377.34
	FWO #8938	1	LS					1,497.31
	FWO #8898	1	LS					2,053.22
	FWO #8899	1	LS					2,005.09
	FWO #8900	1	LS					2,253.70
	FWO #8951	1	LS					2,422.19
TOTAL CHANGE ORDERS						257,586.42		237,062.76

RESOLUTION NO.

WHEREAS, on August 16, 2011, the City Council of the City of Beaumont, Texas, passed Resolution No. 11-229 awarding a contract in the amount of \$1,111,359.00 to Allco, LLC, of Beaumont Texas, for the Wastewater Treatment Plant Sludge Pump Replacement Project to furnish all labor, materials, and equipment to remove and replace the existing belt press pumps at the Wastewater Treatment Plant located at 4900 Lafin Road; and,

WHEREAS, on August 6, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No. 13-162 approving Change Order No. 1 in the amount of (\$25,355.75) to furnish all necessary labor, materials, and equipment to install a new concrete slab and pipe rail for the refurbished belt press conveyor; install access stairs and handrails for Junction Box No. 3; install a new 6-inch diameter force main from the grit cyclonic units to the grit classifiers; connect an existing 6-inch drain to the 12-inch main at the Influent Building; increase Bid Item 7.5 to provide six (6) additional pipe bollards at the Belt Press Canopy; and reduce Bid Item 5.2 amount to refurbish belt press conveyor, thereby decreasing the contract amount to \$1,086,003.25; and,

WHEREAS, on March 4, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-053 approving Change Order No. 2 in the amount of \$48,309.96 to furnish and install new electrical equipment in MCC 1 for Pumps 1 and 3; reinstall VFD equipment in MCC 1 that was damaged by sewer gas corrosion; modify the Primary Sludge Pump belts and sheave size; provide the additional work required to perform the suction pipe connections due to existing underground electrical and piping conflicts uncovered once excavation work began; replace an existing concrete pump

pad for Primary Pumps 1 & 3 that was damaged due to deterioration; replace secondary pump check valves; provide for a price adjustment for modifications of the Sludge Belt Conveyor based on actual supplied equipment, and delete the allowance for Bid Item 11, thereby increasing the contract amount to \$1,134,313.21; and,

WHEREAS, on April 8, 2014, the City Council of the City of Beaumont, Texas, passed Resolution No. 14-076 approving Change Order No. 3 in the amount of \$168,098.00 to replace the existing 10" secondary sludge force main, from the new Secondary Pump Station to the existing Cyclonic Degrit Units, with four (4) independent discharge lines made of 6" diameter PVC pipe, thereby increasing the contract amount to \$1,302,411.21; and,

WHEREAS, on October 28, 2014, the City Council of the City of Beaumont, Texas passed Resolution No. 14-232 approving Change Order No. 4, in the amount of \$40,514.00, to furnish all labor, equipment, and materials to lower the 45-degree angle portion of the belt press conveyor to 15-degrees and to install a new conveyor belt, thereby increasing the contract amount to \$1,342,925.21; and,

WHEREAS, Change Order No. 5, in the amount of \$5,496.55, is necessary to provide final connections and fittings of the 6" sludge transfer force mains from the Secondary Clarifier Pump Station to the existing Grit Units, and field adjustment of the existing 10" sludge pipe; and,

WHEREAS, the project has been inspected by the Water Utilities Department 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 City Manager be and he is hereby authorized to execute Change Order No. 5 in the amount of \$5,496.55, thereby increasing the contract amount to \$1,348,421.76 for the Wastewater Treatment Plant Sludge Pump Replacement Project.

THAT the Wastewater Treatment Plant Sludge Pump Replacement Project be and the same is hereby accepted; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of \$13,484.22 to Allco, LLC, of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 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: February 2, 2016

REQUESTED ACTION: Council consider a resolution authorizing the Mayor to execute a waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft at a low altitude over the City of Beaumont for mosquito control purposes.

BACKGROUND

The Jefferson County Mosquito Control District is requesting that the City of Beaumont grant authority for them to operate their aircraft at a low altitude over the City of Beaumont for mosquito control purposes. The Jefferson County Mosquito Control District operates their aircraft in accordance with all federal and state rules and regulations governing this type of application.

The Jefferson County Mosquito Control District makes this request on an annual basis.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

Jefferson County Mosquito Control District

Organized in 1950

Kevin J. Sexton, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
Fax: (409) 727-4176
ksexton@co.jefferson.tx.us



Advisory Commission:
Dr. M. O. Way, Chairman
Denise Wheeler, Secretary
George Mitchell
Matt Vincent
Paul Jones
Reginald Boykins Sr.

January 5, 2016

Mayor's Office
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

Dear Mayor:

Each year the Jefferson County Mosquito Control District requests the governing bodies of the different communities in Jefferson County to furnish a waiver permitting the Mosquito Control aircraft to fly at low altitudes over the territory under their jurisdiction.

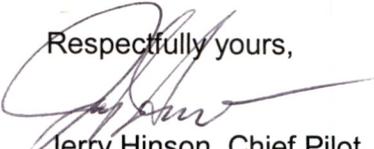
It is respectfully requested that the City Council sign the enclosed waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft over the City of Beaumont for mosquito control purposes.

Federal Regulations places the responsibility of maintaining all records and complying with all rules and regulations upon the operator of the aircraft. This file is open at all times for inspection.

We furthermore request that you please mail or fax the signed copy of the waiver to the number listed above.

If at any time you may have any questions, please contact Jerry Hinson, Chief Pilot or Kevin J. Sexton, Director for assistance.

Respectfully yours,



Jerry Hinson, Chief Pilot

Cc: County Judge Jeff Branick, Jefferson County
Commissioner Eddie Arnold, Precinct 1
Commissioner Brent Weaver, Precinct 2
Commissioner Michael Sinegal, Precinct 3
Commissioner Everett Alfred, Precinct 4



Jefferson County Mosquito Control District

Organized in 1950

Kevin J. Sexton, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5940
Fax: (409) 727-4176
ksexton@co.jefferson.tx.us



Advisory Commission:
Dr. M.O. Way, Chairman
Denise Wheeler, Secretary
George Mitchell
Matt Vincent
Paul Jones
Reginald Boykins Sr.

January 5, 2016

AERIAL WAIVER

Mayor's Office
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

The Jefferson County Mosquito Control District is authorized to fly at low altitudes as required for the application of pesticides for the control of mosquitoes within the limits of City of Beaumont, Texas. Jefferson County Mosquito Control operates in accordance with all Federal and State Rules and Regulations governing this type of application.

Signature: _____

Mayor's Office, City of Beaumont, Texas

Date: _____

Jerry Hinson, Chief Pilot
Jefferson County Mosquito Control District

JWH/dw

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the Mayor is hereby authorized to execute a document furnishing a waiver to the Jefferson County Mosquito Control District for the purpose of allowing their aircraft to fly at low altitudes over the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to apply for and receive funding through the Entergy Charitable Foundation for Summer Reading Club programming.

BACKGROUND

The Summer Reading Club (SRC) is the largest outreach program the Beaumont Public Library System engages in all year. Its purpose is to bridge the gap between the end of the academic school year and the beginning of the next school year with free literacy rich programming and incentives for children to spend part of the summer reading and engaging their minds in a non-academic environment. Our programming focus this summer will be on STEM as it was last summer.

The Entergy Charitable Foundation has supported the SRC programming in past years. We would like to once again apply for a grant in the amount of \$2,400 supporting the SRC programming.

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 it is hereby authorized to apply for and receive grant funding through the Entergy Charitable Foundation for the Beaumont Public Library Summer Reading Club (SRC) in the amount of \$2,400.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 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: February 2, 2016

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

BACKGROUND

The City provides for emergency alerting of citizens, employees, and emergency operations staff via cell phone and landline registration through an agreement with the South East Texas Regional Planning Commission (SETRPC).

This MOU would provide for 3-1-1 to facilitate regional registrations, which are currently provided by SETRPC. The proposed MOU would streamline public registration for emergency messages regionally. Registrations would be conducted M-F, 8am-5pm.

FUNDING SOURCE

The city would receive \$1.40 per non-Beaumont registrant.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Emergency Alerting Network Emergency Alert Registration Interlocal Agreement between the City of Beaumont and South East Texas Regional Planning Commission (SETRPC) to facilitate registration of the BlackBoard emergency notification system. The Interlocal 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 2nd day of February, 2016.

- Mayor Becky Ames -

Emergency Alerting Network Emergency Alert Registration Interlocal Agreement

This agreement is entered into between the South East Texas Regional Planning Commission (referred to herein as SETRPC) and the City Beaumont (referred to herein as Beaumont).

WHEREAS, Beaumont currently has infrastructure in place to handle the call-taking process for regional emergency notification registration, and;

WHEREAS, Beaumont agrees to receive calls within the SETRPC Blackboard Connect contract, which includes incorporated and un-incorporated areas in Hardin, Jefferson, and Orange County, and;

WHEREAS, Beaumont will receive \$1.40 per caller registered non-Beaumont addresses. Emails and Voice Mails would be classified as "calls" for the purpose of billing, and;

WHEREAS, Beaumont Emergency Management will facilitate all Blackboard Connect system inputs and will process the billing invoice for all non-Beaumont calls on a monthly basis, and

WHEREAS, SETRPC would remit payment to Beaumont within thirty (30) days of receiving an invoice from Beaumont Emergency Management.

WHEREAS, to receive calls and emails, Beaumont will use personnel from the Beaumont 311 division;

WHEREAS, during off-hours, the phone system will be set to prompt people to leave appropriate information for callbacks the next duty day, and;

WHEREAS, phone messages or calls to the STAN toll-free number would be auto-forwarded from SETRPC to the Beaumont 311 line, 409-980-8311, and;

WHEREAS, Beaumont would input registration requests via direct phone communication, email and phone messages and Beaumont 311 staff would conduct any follow-up questions if required data is missing, and;

WHEREAS, Beaumont recommends, if possible, that STAN adds an email option to submit emergency notification registration requests on a template form that would already have the appropriate data fields. This form can be put on websites of desiring jurisdictions to auto-post to a SETRPC or STAN email address to be auto-forwarded as desired. This could be auto-forwarded to the normal email complaint line already established for Beaumont 311. Emails to Beaumont 311 would forward to 311@beaumonttexas.gov, and;

WHEREAS, in anticipation of an approaching hazard such as a hurricane, Beaumont understands that the call volume is likely to increase, and;

WHEREAS, Beaumont would request a one (1) week notice of any pre-planned emergency registration outreach messages, and would expect immediate notification upon discovering an incident or threat that would likely encourage significant registration by any jurisdiction within the regional contract, and;

WHEREAS, Beaumont will not accept handwritten data solicited by other jurisdictions, and;

WHEREAS, Beaumont will agree to import regional registration data into Blackboard Connect if appropriate authorities permit, or will forward the import via email to designated SETRPC EM staff for import as necessary and is still billable registrations by Beaumont, and;

WHEREAS, uploads will be made on a minimum of bi-monthly basis; however, when the call load increases, imports will be made on a more frequent basis, and;

WHEREAS, this notification from SETRPC to Beaumont would be via e-mail and/or phone call to the Beaumont Office of Emergency Management requesting that the call center be upstaffed by any method Beaumont deems appropriate and any registration information currently in the queue be imported into the Blackboard Connect system urgently, and;

WHEREAS, SETRPC will coordinate with Blackboard Connect to provide an appropriate excel import format to enable registrants to be categorized to the appropriate "site" within the SETRPC contract. Additionally, protocols will be required from SETRPC for designating geo-coding for those registrants who have a city address, but are located in an unincorporated area of a County under the SETRPC contract. Registrants who do not wish to provide an address will at a minimum be required to provide a jurisdiction ("Site") location to be uploaded, and;

WHEREAS, either party can amend this agreement by mutual written consent, and;

WHEREAS, either party can terminate the agreement, with or without cause, by providing sixty (60) days written notice. All contractual obligations will end upon receiving notice of the intent to terminate the agreement. Any payments owed upon termination should be paid in full within thirty (30) days of receiving the notice to terminate.

WHEREAS, this agreement will be active for a period not to exceed one (1) year from the date of execution with (2) two one-year options to renew.

This agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promises, related to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Any disputes arising out of this agreement shall be submitted to binding arbitration in Beaumont Jefferson County, Texas before a mutually agreed upon arbitrator pursuant to the commercial rules of the American Arbitration Association. The arbitrator's decision shall be final, and judgment may be entered in any court having jurisdiction thereof.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed as of the last date signed below.

Shaun P. Davis, Executive Director
South East Texas Regional Planning Commission

Date

Kyles Hayes, City Manager
City of Beaumont

Date



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute a contract with Jefferson County entitled "Interlocal Contract Between City of Beaumont, TX and Jefferson County" providing Jefferson County access to Sungard OSSI Computer Aided Dispatch (CAD) software.

BACKGROUND

The City of Beaumont utilizes Sungard OSSI Computer Aided Dispatch (CAD) software for 9-1-1 call taking and dispatching. Currently Jefferson County uses a much older system for their dispatching office and would like to upgrade their operations. They are requesting to share in our dispatching software in exchange for helping us with the ongoing maintenance costs for the software.

This sharing arrangement will allow Jefferson County to significantly reduce the cost of installing software since the server, etc. is already in place at the City of Beaumont. The City of Beaumont will benefit by being able to share the yearly maintenance costs going forward.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.



AGENDA ITEM

January 19, 2016

Consider and possibly approve the Judge to execute an interlocal agreement between Jefferson County and the City of Beaumont for the sharing of resources and costs for the implementation of a computer aided dispatch (CAD) system at the Sheriff's dispatch office.

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 Interlocal Contract between the City of Beaumont and Jefferson County to provide the County access to Sungard OSSI Computer Aided Dispatch (CAD) software. The Interlocal Contract 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 2nd day of February, 2016.

- Mayor Becky Ames -

**INTERLOCAL CONTRACT
BETWEEN City of Beaumont, TX
AND
Jefferson County**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into the ____ day of _____, 2015 by and between the **City of Beaumont, TX** and **Jefferson County**, a law enforcement agency with offices at **1001 Pearl Street**.

I. PURPOSE

The City of Beaumont, TX agrees to provide Jefferson County access to Sungard OSSI Computer Aided Dispatch (CAD) software at its facilities in **Beaumont, TX**.

II. TERM

This Contract shall be on a yearly basis beginning {DATE} and ending on {DATE}.

III. COMPENSATION AND FUNDING

Jefferson County understands and agrees to make yearly payment for general technology reimbursement costs under this Contract. **Jefferson County** will compensate the **City of Beaumont** for the percentage of system resources used. The **City of Beaumont** will provide **Jefferson County** a yearly cost invoice that reflects the current costs for each year. The yearly cost will be determined by calculating the current CAD and Message Switch base server software and hardware maintenance cost divided by the number of licenses/clients using the software. Current year's break down is in Addendum A. Hardware costs for future upgrades will be broken out in the same manner. Expected costs will be communicated in advance so costs can be prepared for. No labor charges will be charged with the assumption that our staff time is minimal.

IV. SCOPE OF SERVICES

Jefferson County Responsibilities

Jefferson County is solely responsible for:

- a) **Jefferson County** agrees that they will keep up all software agreements and contract maintenance with OSSI.
- b) **Jefferson County** agrees that it is their responsibility to train and provide first level support to their end users.
- c) **Jefferson County** understands that they will be audited separately by CJIS and must provide their own compliance.
- d) **Jefferson County** is responsible for notifying the City of Beaumont in reference to any personnel or hardware changes.
- e) **Jefferson County** is responsible for monitoring, maintaining, and securing their half of the network connection that provides communication between the entities.
- f) **Jefferson County** will be responsible for paying the **City of Beaumont** for the eligible and reasonable costs.

The City of Beaumont Responsibilities

The City of Beaumont will be responsible for:

- a) **City of Beaumont** agrees to provide initial training in a "train the trainer" scenario for any needs over and above the training provided by OSSI.
- b) **City of Beaumont** agrees to maintain the servers and databases that house the software and information.
- c) **City of Beaumont** agrees to allow **Jefferson County** access to their own data.
- d) **City of Beaumont** agrees to perform any software and security enrollments including personnel, mobile, vehicle, and TLETS credential changes by **Jefferson County** within (3) business days of receiving the security change/enrollment form.
- e) **City of Beaumont** agrees to provide **Jefferson County** with minimum of 48 hours notification of scheduled downtime and will notify them immediately in the event of unscheduled downtime.
- f) **City of Beaumont** will provide an afterhours contact for situations that are deemed immediate and necessary.
- g) **City of Beaumont** will respond within (1) business day to acknowledge any standard software issues and will work with **Jefferson County** until completion.

V. RELATIONSHIP

It is understood and agreed that **Jefferson County** is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the **City of Beaumont** and any employee or agent of **Jefferson County**. The Contract does not create a joint venture or business partnership under Texas law.

VI. TERMINATION

Either party may terminate this Contract without cause with thirty (30) days advance written notice. The **City of Beaumont** may terminate this Contract AT ANY TIME WITH WRITTEN NOTICE if **Jefferson County** has defaulted in whole or in part or refuses or fails to comply with the provisions of this Contract. **Jefferson County** will have thirty (30) days from the notice to cease using the system.

VII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

VIII. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

City of Beaumont, TX
Attention: Chief Technology Officer
P.O. Box 3827
Beaumont, TX 77704

Jefferson County
Attention: Deputy Chief Mark Dubois
1001 Peal St, Suite 103
Beaumont, TX 77701

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

X. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XI. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Jefferson County, Texas.

XII. ENTIRE AGREEMENT

This Contract represents the entire and exclusive agreement relative to the services covered by this agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Contract.

XIV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by **Jefferson County** without the prior written acknowledgment and authorization of **City of Beaumont**.

XV. SEVERABILITY

All parties agree that, should any of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall continue in full force and effect.

XVI. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

The parties have executed this instrument hereto as follows:

Executed this _____ day of _____ of the year 2015.

City of Beaumont, TX

Jefferson County

Authorized Signature

Authorized Signature

Title

Title

[Handwritten Signature]
[Handwritten Signature]
County Judge

Addendum A

JCSO Interlocal Dispatch Agreement Cost Breakdown

<u>Base Software Maintenance</u>	<u>Total Clients</u>	<u>Cost</u>	<u>Total/Seat</u>	<u>JCSO Clients</u>	<u>JCSO Total Cost</u>	<u>Comments</u>
Software - Base CAD	15	\$ 17,577.59	\$ 1,171.84	3	\$ 3,515.52	
Software - Base Message Switch	174	\$ 3,782.16	\$ 21.74	3	\$ 65.21	
Software - OpsCAD	-	\$ 1,120.00	-	-	\$ 560.00	50% City/50% County.
Hardware - Server Maintenance	15	\$ 5,988.00	\$ 399.20	3	\$ 1,197.60	
Hardware - Memory Upgrade	-	\$ 4,522.00	-	-	\$ 2,261.00	50% City/50% County. One time cost.
Support - Labor						No additional cost at this time.
Final Totals:		\$ 32,989.75	\$ 1,592.78		\$ 7,599.33	



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a resolution accepting the Right of Way Easement and Temporary Construction Easement with Parkdale Mall CMBS, LLC for the Northwest Parkway Project.

BACKGROUND

As part of the Northwest Parkway Project, the City of Beaumont has acquired all ten (10) parcels of land needed for this project. Parkdale Mall CMBS, LLC has agreed to convey a Right of Way easement and a Temporary Construction Easement across their land to facilitate the project which connects to mall property.

The Right of Way Easement is identified and described as being a 0.326 acre tract situated in and being a part of the F. Bigner Survey, Abstract No. 1.

The Temporary Construction Easement is a 1.440 acre tract outlined in Exhibit "A" granted for the sole purpose to construct raised islands and restripe areas affected by new construction.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, Parkdale Mall CMBS, LLC has agreed to convey a right-of-way easement, said easement being a 0.326 acre tract situated in and being a part of the F. Bigner Survey, Abstract No. 1, as described and shown in Exhibit "1," attached hereto, and a temporary construction easement, said easement being a 1.440 acre tract, as described and shown in Exhibit "2," attached hereto, to the City of Beaumont for the Northwest Parkway Project; and,

WHEREAS, the City Council has considered the purpose of said conveyances and is of the opinion that the acceptance of said conveyances are 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 right-of-way easement conveyed by Parkdale Mall CMBS, LLC, being a 0.326 acre tract situated in and being a part of the F. Bigner Survey, Abstract No. 1, as described and shown in Exhibit "1," attached hereto, and a temporary construction easement conveyed by Parkdale Mall CMBS, LLC, being a 1.440 acre tract, as described and shown in Exhibit "2," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

RIGHT OF WAY EASEMENT

THAT, **PARKDALE MALL CMBS, LLC**, a Delaware limited liability company, the County of Hamilton, State of Tennessee, 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 and provided 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, an easement for street right of way purposes with the exclusive right of laying out, opening, constructing, operating, maintaining and reconstructing a street facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land owned by GRANTORS situated in Jefferson County, Texas, more particularly described in **Exhibit "A"** which is attached hereto and incorporated herein for any and all purposes ("Easement").

The Easement shall be used for the purpose of constructing street facilities and appurtenances, and the following rights are also hereby conveyed:

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

Prepared 11-24-2015

EXHIBIT "1"

In further consideration, the City of Beaumont expressly agrees to make such improvements described in **Rider** which is attached hereto and incorporated herein pursuant to the Plans for any and all purposes. Upon completion of the improvements, GRANTEE will assume future maintenance responsibilities.

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

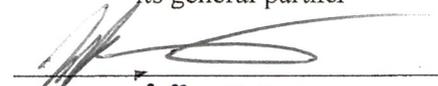
EXECUTED this 16th day of December, 2015.

GRANTOR:

PARKDALE MALL CMBS, LLC,
a Delaware limited partnership

By: CBL & Associates Limited Partnership, a Delaware limited partnership,
its chief manager

By: CBL Holdings I, Inc., a Delaware corporation,
its general partner

By: 
Printed Name: **Jeffery V. Curry**
Title: **Chief Legal Officer**



{INTENTIONALLY LEFT BLANK}

ACKNOWLEDGMENT

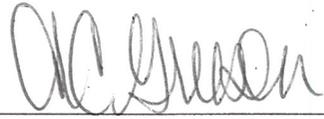
STATE OF TENNESSEE X

COUNTY OF HAMILTON X

BEFORE ME, the undersigned authority, on this day personally appeared Jeffery V. Curry as Chief Legal Officer of CBL HOLDINGS I, INC., a Delaware corporation, general partner of CBL & ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, chief manager of PARKDALE MALL CMBS, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PARKDALE MALL CMBS, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of Dec, 2015.

My Commission Expires 2 - 10 - 2018



Notary Public, State of Tennessee

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



RIDER

Notwithstanding anything to the contrary contained in the Right of Way Easement ("Easement") to which this Rider is attached, the following provisions are hereby added to the Easement and incorporated therein. In case of any inconsistency or discrepancy between this Rider and the Easement, the specific terms and provisions of this Rider shall control.

Use. **The Easement shall only be used for the specific purposes stated in the Easement** and no other purpose whatsoever without Grantor's express written consent, which may be withheld in Grantor's sole and absolute discretion. Grantee agrees that it will ensure that the entrance to the road and Easement shall remain open at all times and that Grantor shall have access over such road to access Grantor's property. In no event shall Grantee close the areas connecting the road or other facilities to Grantor's property except temporarily in an emergency situation and thereafter Grantee shall use diligent efforts to reopen such entrance.

Underground Utilities Only. If the Easement permits Grantee to install utility lines, such utility lines and related improvements shall be located underground, except for incidental above-ground equipment (such as electrical transformers) not exceeding 4' in height.

Approval of Location and Specifications. The term "facilities" shall include the road referenced in the Easement and any other facilities related thereto or otherwise contemplated in the Easement ("Facilities"). Prior to the installation or modification of any equipment or facilities by Grantee in the Easement, Grantee shall obtain Grantor's prior written approval of the specific location and all other specifications of the facilities. Grantee shall provide reasonably detailed plans and drawings to Grantor and shall obtain Grantor's prior written approval of such plans and drawings for the initial Facilities and any modifications made thereto. Grantee shall provide Grantor with a set of as-built drawings at the time of completion of Grantee's installation, provided, however, that Grantee shall have no obligation to supply as-built drawings of facilities installed by Grantor's contactor(s). As part of the approval process, Grantee shall provide Grantor reasonable information related to the Facilities for Grantor's approval, including but not limited to lighting, grading plans, the construction schedule and phasing plans and the staging plans for any construction or modification to the Facilities as well as any other information requested by Grantor. Grantor reserves the right to approve the location and width of all curb cuts, if any and vehicular access shall be limited to the locations designated for such access by Grantor. All work by Grantee shall be performed in a good and workmanlike manner, lien free and in accordance with all laws and sound construction practice. All references to facilities or easements in this Rider shall include, but not be limited to, the road contemplated under this Easement and Rider. All modifications to the Facilities are subject to the prior written approval of Grantor.

Grantor's Reservation. Grantor hereby reserves the right (i) to relocate, at its sole cost and expense, all or any part of the Easement and Grantee's equipment and facilities therein, (ii) to use any surface or subsurface areas within the Easement, and to grant additional easements within the Easement, provided such use and grants do not substantially interfere with Grantee's use of the Easement, and (iii) to construct improvements on the surface of the Easement such as landscaping, paving, curbs, and

gutters and (iv) to install, maintain and replace signage and all utilities servicing such signage, including but not limited to electricity.

Maintenance; Restoration. Grantee agrees (i) that Grantee shall, at Grantee's expense, restore the surface of the Easement (as the same may have been improved) to the same condition as existed prior to any construction or actions by Grantee which alter the surface area: (ii) that any work within the Easement shall be performed by Grantee in an expeditious manner consistent with accepted construction practices so as to minimize interference with Grantor's operations on the Easement and adjacent property; and (iii) that Grantee, in the exercise of its rights hereunder, shall use its best efforts not to block or in any way obstruct the use of parking lots, driveways, roads or other points of access abutting or located in or adjacent to the Easement. Grantee shall maintain the facilities in a well-maintained, safe, and clean condition.

Insurance. During construction period, Grantee agrees its general contractor shall carry commercially reasonable insurance and shall provide Grantor with a copy of such insurance policy and/or certificate of such insurance satisfactory to Grantor prior to the commencement of any work. [The City of Beaumont is a self-insured governmental entity as it pertains to city liability.]

Grant Subject to Prior Matters. The Easement is conveyed subject to any and all matters of record and right of others with respect to the Easement (the "Prior Matters"), and Grantee agrees to abide by the terms of the Prior Matters.

Assignment. The Easement shall not be assigned, sold, transferred, or otherwise conveyed to any other person or entity other than the original named Grantee without Grantor's prior written consent, which may be withheld in Grantor's sole and absolute discretion.

No Construction Period. Grantee agrees that no construction activities, other than emergency maintenance and repair, shall be conducted by Grantee within the Easement between November 1 and the following January 15 of any year, without the prior written consent of Grantor.

Additional Requirements: Grantee shall ensure that the facilities be properly graded to provide positive drainage to the retention/detention area (if required) or storm sewer lines that have been sized to receive storm water discharge. All necessary erosion control methods shall be utilized by Grantee and existing drainage shall not be altered except with the prior written consent of Grantor. Grantee shall not have the right to place any signs in the Easement without Grantor's prior written consent; such consent shall not be unreasonably withheld. Prior to starting any operations in the Easement, Grantee shall supply Grantor's personnel on site with the name and phone number of the field superintendent. Grantor will provide written verification upon receipt of this information, at which time Grantee or its contractor may commence its activities. Construction hazard areas of and around the construction site must be clearly marked and barricaded from non-construction pedestrian and vehicular traffic. Construction materials and equipment shall be kept within the Easement. Any on-site construction dirt and debris must be stored and screened from view or removed from the Easement daily and the Easement shall be kept broom cleaned. Once construction of the facilities has begun, it should be diligently pursued to its finish and shall not be left incomplete.

Enforcement. In the event of a violation or attempted violation of the foregoing, the partner to this easement may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonably attorneys' fees.

GRANTOR: PARKDALE MALL CMBS, LLC,
a Delaware limited partnership

By: CBL & Associates Limited Partnership, a Delaware limited partnership,
its chief manager

By: CBL Holdings I, Inc., a Delaware corporation,
its general partner

By: 
Printed Name: Jeffrey V. Cury
Title: Chief Legal Officer



GRANTEE: City of Beaumont

Kyle Hayes
Title: City Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE X

COUNTY OF HAMILTON X

BEFORE ME, the undersigned authority, on this day personally appeared Jeffery V. Curry as Chief Legal Officer of CBL HOLDINGS I, INC., a Delaware corporation, general partner of CBL & ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, chief manager of PARKDALE MALL CMBS, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PARKDALE MALL CMBS, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of Dec, 2015.

[Handwritten Signature]

Notary Public, State of Tennessee

My Commission Expires 2 - 10 - 2018



STATE OF TEXAS X

COUNTY OF JEFFERSON X

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

Notary Public, State of Texas

RETURN TO: CITY OF BEAUMONT
Antoinette Hardy
P. O. Box 3827
Beaumont, TX 77704



EXHIBIT A

ARCENEUX WILSON & COLE LLC

Engineering • Surveying • Planning

PROPERTY DESCRIPTION OF PARCEL 10

METES AND BOUNDS DESCRIPTION OF 0.326 ACRE OF LAND SITUATED IN AND BEING A PART OF THE FREDERICK BIGNER SURVEY, ABSTRACT NO. 1 JEFFERSON COUNTY, TEXAS

Being a 0.326 acre tract or parcel of land, a portion of that certain tract of land (called "126.52 acres") known as Parkdale Mall Addition to the City of Beaumont, Texas, the Plat of which is of record in Volume 14, Page 245 of the Map Records of Jefferson County, Texas and situated in and being a part of the Frederick Bigner Survey, Abstract No. 1 of Jefferson County, Texas and being more particularly described by metes and bounds as follows:

FOR LOCATIVE PURPOSES, commence at concrete monument with disc marked "C.A. Kohler" found located on the Northerly line of Dowlen Road, a 100 Feet wide public dedicated Right-of-Way described in that certain instrument of record in Volume 1711, Page 47 of the Real Property Records of Jefferson County, Texas for the Southeast corner of that certain tract of land (called "46.70 acres") tract of land described in that certain instrument to LaTex Investors, LP in Clerk's File No. 2001041210 of the Official Public Records of Jefferson County, Texas and the Southwest corner of the said Parkdale Mall Addition;

THENCE North 03 deg. 06 min. 54 sec. West along and with the East line of said "46.70 acres" tract of land and the West line of said Parkdale Mall Addition a total distance of 1566.54 feet to a ½" steel rod with cap marked "AW&C, LLC" set for the Southwest corner and **PLACE OF BEGINNING** of the herein described tract of land;

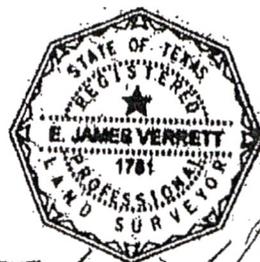
THENCE continuing North 03 deg. 06 min. 54 sec. West along and with the said East line of said "46.70 acres" tract of land and the West line of Parkdale Mall Addition a total distance of 156.00 feet to a ½" steel rod with cap marked "AW&C, LLC" set for the Northwest corner of the herein described tract of land;

THENCE North 86 deg. 53 min. 06 sec. East a total distance of 91.00 feet to a ½" steel rod with cap marked "AW&C, LLC" set for the Northeast corner of the herein described tract of land;

THENCE South 03 deg. 06 min. 54 sec. East a total distance of 156.00 feet to a ½" steel rod with cap marked "AW&C, LLC" set for the Southeast corner of the herein described tract of land;



THENCE South 86 deg. 53 min. 06 sec. West a total distance of 91.00 feet returning back to the PLACE OF BEGINNING of the herein described tract of land and containing 0.326 acre of land, more or less.



E. James Verrett
E. James Verrett, R.P.L.S. No. 1781

Notes:

Bearings, distances and coordinates referenced to the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83. Grid scale factor: 0.999958339.

See accompanying Plat.

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

TEMPORARY CONSTRUCTION EASEMENT

That, PARKDALE MALL CMBS, LLC, a Delaware limited liability company, the County of Hamilton, State of Tennessee, hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, 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, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF BEAUMONT, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a temporary construction easement being a 1.440 acre tract on the hereinafter described lands which said easement is under, over, in and across lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Jefferson, State of Texas, shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

The temporary construction easement shall be considered null and void upon the completion of construction of the improvements.

The easement herein granted shall be used for the purpose of placing, constructing, replacing, removing and relocating curbs and restriping parking lot (as outlined in Exhibit "A"), (the "Work") subject at all times to the following conditions:

- (a) Grantee shall observe all applicable laws and, to the extent provided or made know to Grantee, all policies, procedures, protocols and instructions of

Grantor respecting safety, the environment and Grantor's operations while performing the Work and while on Grantor's lands;

(b) Grantee shall perform the Work and exercise its rights hereunder in such a manner as to eliminate or minimize interference with the operations of Grantor's operations;

(c) Should the performance of the Work require Grantor to affect Grantor's operations, Grantee shall provide Grantor with as much prior notice as is practicable under the circumstances. Such notice shall be provided in writing to the attention of Grantor at least seven (7) business days prior to any Work and if it is impossible to provide written notice two (2) business days verbal notice to the Grantor shall be sufficient and if it is impossible to provide said prior notice, as much notice as practicable under the circumstances shall be provided;

(d) Grantee shall be fully responsible for moving all equipment (including temporary offices, trailers, spare parts, etc.) and other items located on the land necessary to perform the Work from the area over the temporary easement to a location or locations designated by Grantor;

(e) Grantee shall provide evidence satisfactory of its self-insurance and Grantee shall ensure that any contractors going on Grantor's lands have the following insurance:

(1) Commercial General Liability Insurance with limits of not less than \$1,000,000 on an Occurrence Basis, naming Grantor as an Additional Insured.

(2) Automobile Liability Insurance with limits of not less than \$1,000,000 ether through Primary or Excess/Umbrella coverage.

(3) Statutory Workers Compensation Insurance with Employers Liability with limits of not less than \$500,000.

(4) Evidence of Insurance to be provided with an obligation from insurers to provide 30 days advance notice of cancellation to Grantor.

It is expressly understood and agreed that the Grantee shall have the right of ingress to and egress from the tract of land hereinbefore described in Exhibit "A" for the purposes of and during the temporary period of construction as aforesaid described.

SEE ATTACHED RIDER

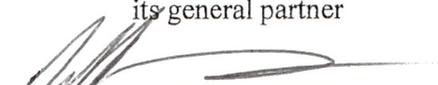
TO HAVE AND TO HOLD the above described easement unto the said CITY OF BEAUMONT, its successors and assigns.

EXECUTED this 11th day of December, 2015.

GRANTOR:
PARKDALE MALL CMBS, LLC,
a Delaware limited partnership

By: CBL & Associates Limited Partnership, a Delaware limited partnership,
its chief manager

By: CBL Holdings I, Inc., a Delaware corporation,
its general partner

By: 
Printed Name: **Jeffery V. Curry**
Title: **Chief Legal Officer**



ACKNOWLEDGMENT

STATE OF TENNESSEE X

COUNTY OF HAMILTON X

BEFORE ME, the undersigned authority, on this day personally appeared Jeffery V. Curry as Chief Legal Officer of CBL HOLDINGS I, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PARKDALE MALL CMBS, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of Dec, 2015.

A. C. Greeson

Notary Public, State of Tennessee

My Commission Expires 2 - 10 - 2018



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

RIDER

Notwithstanding anything to the contrary contained in the Right of Way Easement ("Easement") to which this Rider is attached, the following provisions are hereby added to the Easement and incorporated therein. In case of any inconsistency or discrepancy between this Rider and the Easement, the specific terms and provisions of this Rider shall control.

Use. **The Easement shall only be used for the specific purposes stated in the Easement** and no other purpose whatsoever without Grantor's express written consent, which may be withheld in Grantor's sole and absolute discretion. Grantee agrees that it will ensure that the entrance to the road and Easement shall remain open at all times and that Grantor shall have access over such road to access Grantor's property. In no event shall Grantee close the areas connecting the road or other facilities to Grantor's property except temporarily in an emergency situation and thereafter Grantee shall use diligent efforts to reopen such entrance.

Grantor's Reservation. Grantor hereby reserves the right (i) to relocate, at its sole cost and expense, all or any part of the Easement and Grantee's equipment and facilities therein, (ii) to use any surface or subsurface areas within the Easement, and to grant additional easements within the Easement, provided such use and grants do not substantially interfere with Grantee's use of the Easement, and (iii) to construct improvements on the surface of the Easement such as landscaping, paving, curbs, and gutters and (iv) to install, maintain and replace signage and all utilities servicing such signage, including but not limited to electricity.

Maintenance; Restoration. Grantee agrees (i) that Grantee shall, at Grantee's expense, restore the surface of the Easement (as the same may have been improved) to the same condition as existed prior to any construction or actions by Grantee which alter the surface area; (ii) that any work within the Easement shall be performed by Grantee in an expeditious manner consistent with accepted construction practices so as to minimize interference with Grantor's operations on the Easement and adjacent property; and (iii) that Grantee, in the exercise of its rights hereunder, shall use its best efforts not to block or in any way obstruct the use of parking lots, driveways, roads or other points of access abutting or located in or adjacent to the Easement. Grantee shall maintain the facilities in a well-maintained, safe, and clean condition.

Insurance. During construction period, Grantee agrees its general contractor shall carry commercially reasonable insurance and shall provide Grantor with a copy of such insurance policy and/or certificate of such insurance satisfactory to Grantor prior to the commencement of

any work. [The City of Beaumont is a self-insured governmental entity as it pertains to city liability.]

Grant Subject to Prior Matters. The Easement is conveyed subject to any and all matters of record and right of others with respect to the Easement (the "Prior Matters"), and Grantee agrees to abide by the terms of the Prior Matters.

Assignment. The Easement shall not be assigned, sold, transferred, or otherwise conveyed to any other person or entity other than the original named Grantee without Grantor's prior written consent, which may be withheld in Grantor's sole and absolute discretion.

No Construction Period. Grantee agrees that no construction activities, other than emergency maintenance and repair, shall be conducted by Grantee within the Easement between November 1 and the following January 15 of any year, without the prior written consent of Grantor.

Enforcement. In the event of a violation or attempted violation of the foregoing, the partner to this easement may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonably attorneys' fees.

GRANTOR: PARKDALE MALL CMBS, LLC,
a Delaware limited partnership

By: CBL & Associates Limited Partnership, a Delaware limited partnership,
its chief manager

By: CBL Holdings I, Inc., a Delaware corporation,
its general partner

By: 
Printed Name: **Jeffery V. Curry**
Title: **Chief Legal Officer**



GRANTEE: City of Beaumont

Kyle Hayes
Title: City Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE X

COUNTY OF HAMILTON X

BEFORE ME, the undersigned authority, on this day personally appeared Jeffery V. Curry as Chief Legal Officer of CBL HOLDINGS I, INC., a Delaware corporation, general partner of CBL & ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, chief manager of PARKDALE MALL CMBS, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PARKDALE MALL CMBS, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of Dec, 2015.

A. C. Greeson

My Commission Expires 2-10 of 2018 Tennessee



STATE OF TEXAS X
COUNTY OF JEFFERSON X

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

Notary Public, State of Texas

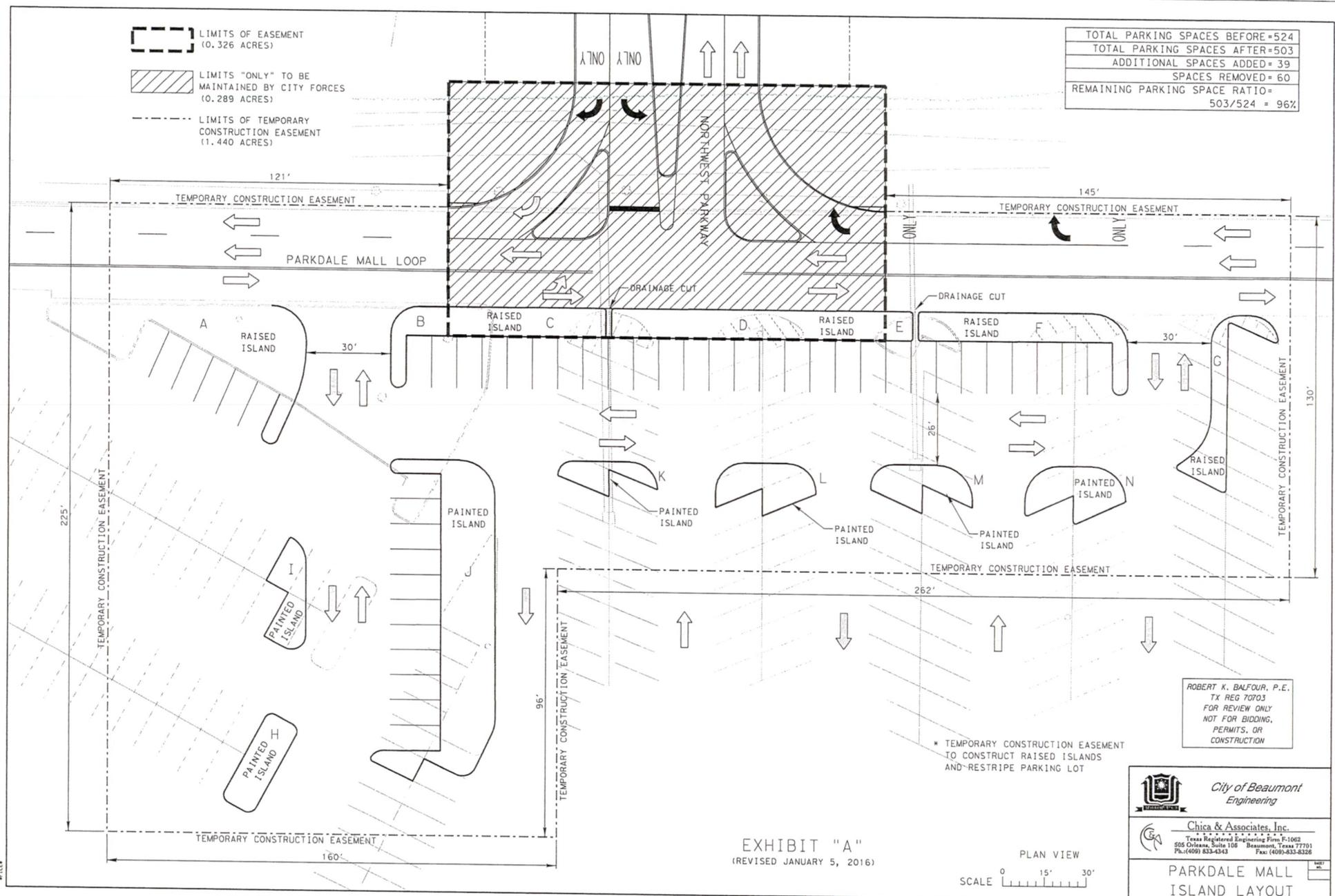
RETURN TO: CITY OF BEAUMONT
Antoinette Hardy
P. O. Box 3827
Beaumont, TX 77704

--- LIMITS OF EASEMENT
(0.326 ACRES)

/// LIMITS "ONLY" TO BE
MAINTAINED BY CITY FORCES
(0.289 ACRES)

- - - LIMITS OF TEMPORARY
CONSTRUCTION EASEMENT
(1.440 ACRES)

TOTAL PARKING SPACES BEFORE=524
TOTAL PARKING SPACES AFTER=503
ADDITIONAL SPACES ADDED= 39
SPACES REMOVED= 60
REMAINING PARKING SPACE RATIO=
503/524 = 96%



* TEMPORARY CONSTRUCTION EASEMENT
TO CONSTRUCT RAISED ISLANDS
AND-RESTRIPE PARKING LOT

ROBERT K. BALFOUR, P.E.
TX REG 70703
FOR REVIEW ONLY
NOT FOR BIDDING,
PERMITS, OR
CONSTRUCTION

EXHIBIT "A"
(REVISED JANUARY 5, 2016)



City of Beaumont Engineering

Chica & Associates, Inc.
Texas Registered Engineering Firm, F-1062
556 Orleans, Suite 106 Beaumont, Texas 77701
Ph: (409) 833-4343 Fax: (409) 833-8326

PARKDALE MALL ISLAND LAYOUT

SCALE 1"=10'



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 2, 2016 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 7-12/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a rezoning from RS (Residential Single Family Dwelling) to RM-H (Residential Multiple Family Dwelling - Highest Density) for property in the 800-1000 Blocks, on the North side of W. Cardinal Drive
2. Consider a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General-Commercial-Multiple Family Dwelling) or a more restrictive district across from 4050 & 4060 Washington Boulevard
3. Consider a request for a Specific Use Permit for a cellular tower in an LI (Light Industrial) District at 1490 7th Street
4. Consider a request for a Specific Use Permit to allow an assisted living facility in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 2990 S. Major Drive
5. Consider a request for a Specific Use Permit to allow a retail T-shirt and merchandise print shop in an RCR (Residential Conservation Revitalization) District at 4705 Highland Avenue
6. Consider a request for an amendment to the Subdivision and Site Development Regulations, Sections 26.01.006, 26.03.002, 26.03.004 and 26.03.008

7. Consider a resolution approving the purchase of 12 refuse trucks from Chastang's Bayou City Autocar, Inc., of Houston
8. Consider a resolution approving the purchase of 24 vehicles from Silsbee Ford for use by various City departments
9. Consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 16 to 15 and increasing the number of Grade I (Officer) positions from 195 to 196 in the Beaumont Police Department
10. Consider a resolution authorizing the City Manager to execute an Industrial District Contract with ExxonMobil Oil Corporation
11. Consider a resolution authorizing the City Manager to execute an Industrial District Contract with Coastal Caverns, Inc.
12. Consider amending Section 14.04.009 (h) of the Code of Ordinances to allow for the sale, consumption and possession of alcoholic beverages at the Beaumont Botanical Gardens located at Tyrrell Park

COMMENTS

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

EXECUTIVE SESSION

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

Shannon Pankow; EEOC Charge No. 460-2014-03866C

Claim of Reaud Foundation

Claim of Sgt. Burt Moore, Officer Tony Harding, Sgt. Barry Scarborough and Det. Anthony Goudeau

United States of America vs. City of Beaumont, Texas; Civil Action No. 1:15CV201

- * Discuss and deliberate economic development negotiations regarding a business entity proposing a hotel and water park development at Ford Park as authorized by Section 551.087 of the Government Code
- * Consider matters related to the deliberation of the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

Beaumont Public Library
801 Pearl Street
Beaumont, Texas

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.

February 2, 2016

Consider a request for a rezoning from RS (Residential Single Family Dwelling) to RM-H (Residential Multiple Family Dwelling - Highest Density) for property in the 800-1000 Blocks, on the North side of W. Cardinal Drive

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for a rezoning from RS (Residential Single Family Dwelling) to RM-H (Residential Multiple Family Dwelling - Highest Density) for property in the 800-1000 Blocks, on the North side of W. Cardinal Drive

BACKGROUND

A zoning study was done for the area surrounded by Bingman Drive to the northwest, South Kenneth Avenue to the northeast and West Cardinal Drive to the south. Based upon that study, staff recommends that Mr. Gibbs property, and all or the lots to the southeast of his property, be rezoned to RM-H (Residential Multiple Family Dwelling - Highest Density).

The rezoning of these properties to RM-H would not have an adverse affect on the church, and would allow for multi-family developments along with a few commercial uses. Commercial uses would be limited, and would require a Specific Use Permit, triggering notification of property owners within 200 feet.

At a Joint Public Hearing held on January 25, 2016, the Planning Commission recommended 7:0 to rezone property in the 800-1000 Blocks on the North side of W. Cardinal Drive from RS (Residential Single Family Dwelling) to RM-H (Residential Multiple Family Dwelling - Highest Density).

RECOMMENDATION

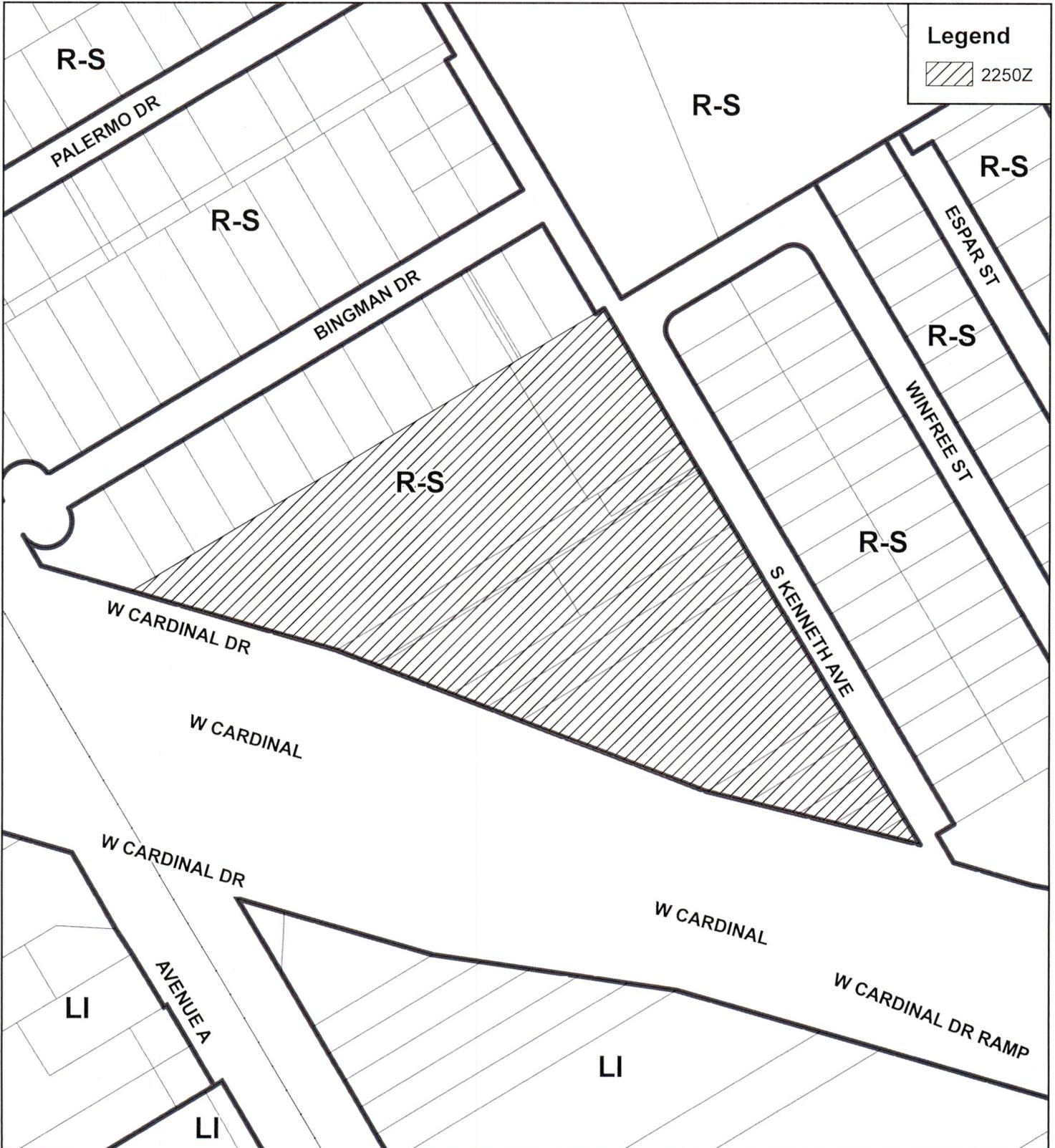
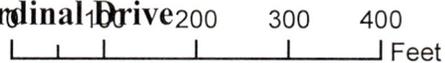
Approval of the ordinance.

File 2250-Z: Consider a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district.

Applicant: City of Beaumont Planning Division

Location: 800-1000 Blocks of the North Side of West Cardinal Drive

N



ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED RS (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT TO RM-H (RESIDENTIAL MULTIPLE FAMILY DWELLING - HIGHEST DENSITY) DISTRICT FOR PROPERTY LOCATED IN THE 800-1000 BLOCKS, ON THE NORTH SIDE OF W. CARDINAL DRIVE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned RS (Residential Single Family Dwelling) District to RM-H (Residential Multiple Family Dwelling - Highest Density) District for property located in the 800-1000 Blocks, on the North side of W. Cardinal Drive, being Plat B-21, Block 3, Lots 3, 3A-3H, and Block 4, Lots 4, 2-4E & 4F and a portion of 1-W, J.A. Veatch Survey, Beaumont, Jefferson County, Texas, containing 9.1 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all other respects, the use of the property herein above described shall be subject to all of the applicable regulations of the underlying zoning district as well as

those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

Section 3.

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

Section 4.

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

Section 5.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

File 2250-Z:

Applicant: City of Beaumont Planning Division

Location: 800-1000 Blocks of the North Side of West Cardinal Drive

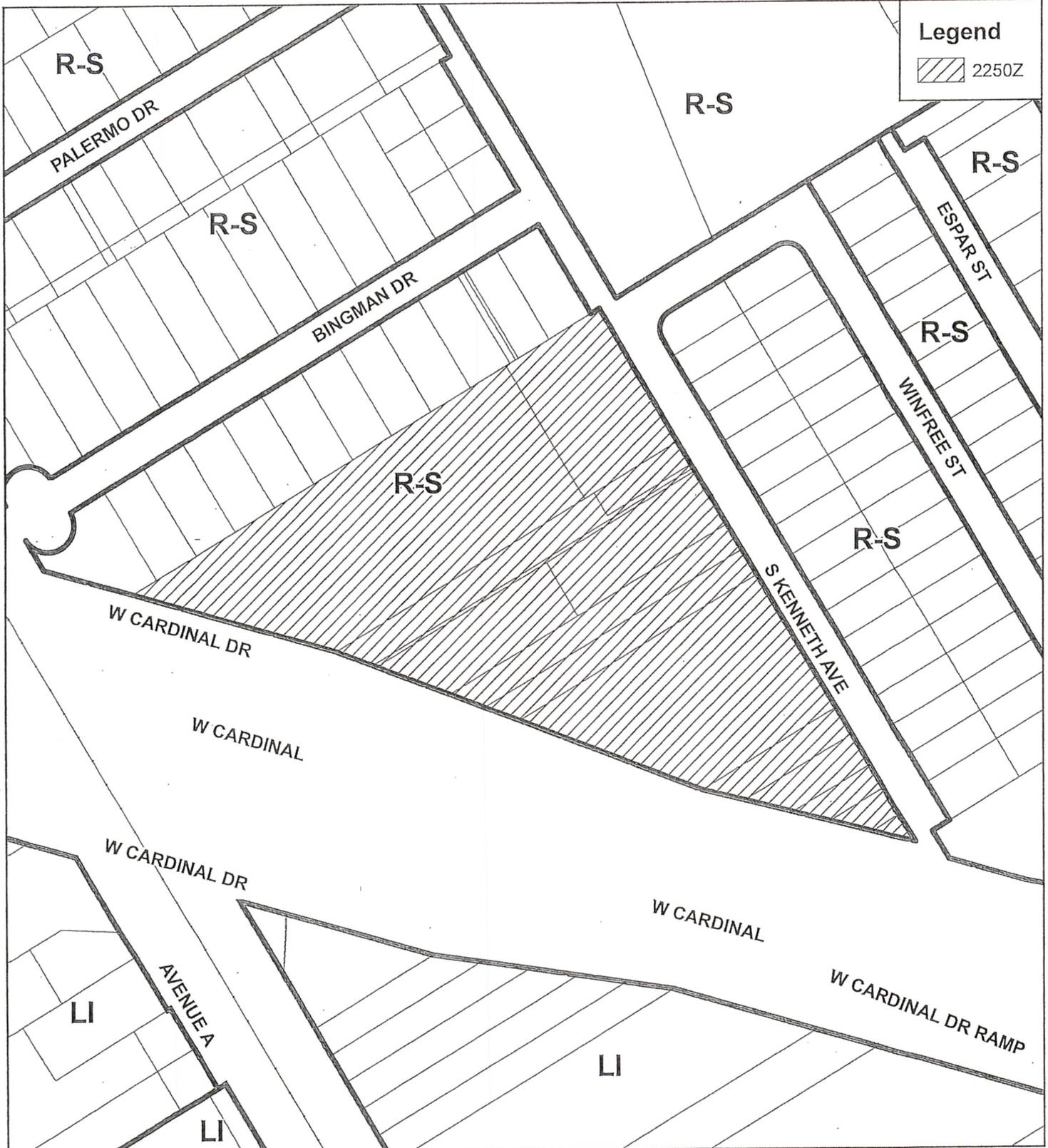
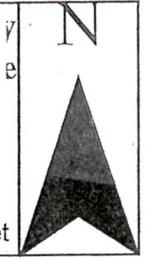
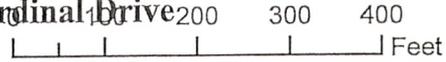
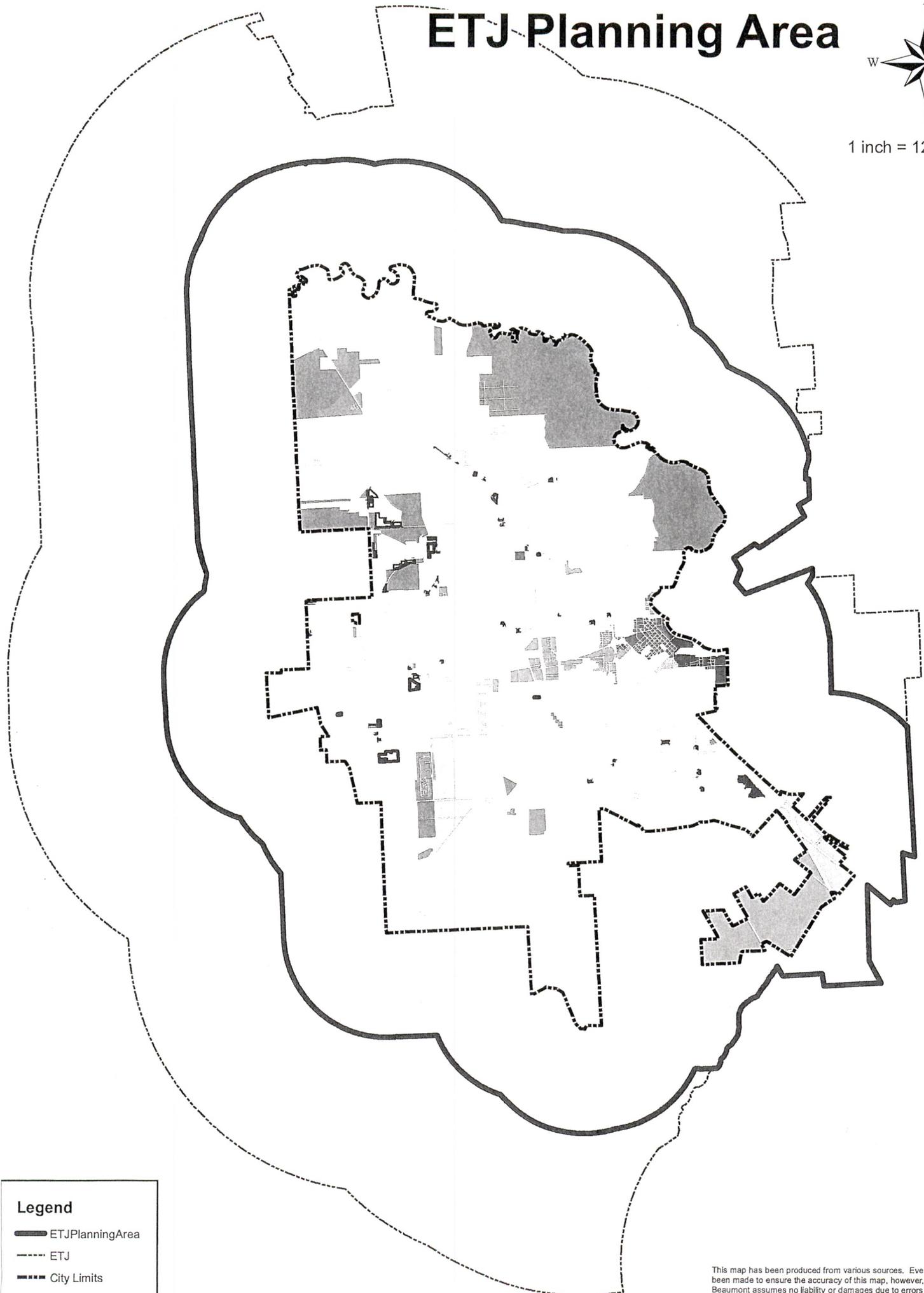


EXHIBIT "A"

ETJ Planning Area



1 inch = 12,500 feet



Legend

- ETJ Planning Area
- ETJ
- City Limits

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map, however, the City of Beaumont assumes no liability or damages due to errors or omissions.

February 2, 2016

Consider a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General-Commercial-Multiple Family Dwelling) or a more restrictive district across from 4050 & 4060 Washington Boulevard

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General-Commercial-Multiple Family Dwelling) or a more restrictive district across from 4050 & 4060 Washington Boulevard.

BACKGROUND

Hani Tohme of Golden Triangle Consulting Engineers plans to submit a plat to divide the property across from 4050 & 4060 Washington Boulevard into seven (7) residential lots fronted by a commercial tract. The portion to be rezoned to GC-MD (General Commercial Multiple Family Dwelling) is approximately 142 feet deep and 307 feet wide. This would leave room for a 50 foot wide residential street to be developed between the proposed commercial lot and the residential lots to the west.

At a Joint Public Hearing held on January 25, 2016, the Planning Commission recommended denial 4:3 for a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district.

RECOMMENDATION

Denial of the ordinance.

**APPLICATION FOR AMENDMENT
OF THE ZONING ORDINANCE
BEAUMONT, TEXAS
(Chapter 28, City Codes)**

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

APPLICANT'S NAME AND ADDRESS: Golden Triangle Consulting Engineers/ Hani Tohme

APPLICANT'S PHONE #: 409-782-9520 FAX #: 409-347-7208

NAME OF OWNER: Kent W. Johns

ADDRESS OF OWNER: 2640 Calder St. Beaumont, Texas 77702

LOCATION OF PROPERTY: On Washington Blvd. between Blossom Dr. and Municipal Drive

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. 4 _____ PLAT _____

ADDITION John Scharbauer SURVEY _____
Subdivision

NUMBER OF ACRES 4.1016 NUMBER OF ACRES _____

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

CURRENT ZONING DISTRICT: Residential Single Family (RS)

ZONING DISTRICT REQUESTED: General Commercial – Multiple Dwelling (GC-MD)

HAS THE REQUEST BEEN MADE BEFORE? Yes IF SO, DATE: 2011

ACTION: A church attempted to get a specific use permit and was denied.

SUBMIT A LETTER STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE APPLICATION FEE:

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

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

SIGNATURE OF APPLICANT: [Signature] DATE: 12/16/15

SIGNATURE OF OWNER: [Signature] 12-18-15

PLEASE TYPE OR PRINT AND SUBMIT TO: PLANNING DIVISION, ROOM 201
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764
FAX (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____
RECEIPT NUMBER: _____



GOLDEN TRIANGLE CONSULTING ENGINEERS

December 16, 2015

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

From: Golden Triangle Consulting Engineers
2566 Interstate 10 East
Suite 7
Beaumont, Texas 77703

Re: Rezoning Application
John Scharbauer Subdivision (4.1016 Acres)
Block 4

Please find attached the required information to rezone the above referenced property from Residential Single Family (RS) to General Commercial Multiple Dwelling (GC-MD). The property is located on the south side Washington Boulevard between Blossom Drive and Municipal Drive.

The referenced property has Light Industrial (LI) and GC-MD businesses across the street from it and GC-MD land on its east side making it very difficult to build and sell homes on because there will be no market for them. Therefore, the owner is requesting to rezone one acre (142 feet deep by 307 wide) on the Washington Boulevard side to GC-MD to benefit from the frontage of the property while building a subdivision on the back side of the property.

If approved, the property owner will build a fence between the rezoned section of the property and the residential area. In addition, the drainage plan for the proposed improvements will ensure that storm water is drained to the available City storm water infrastructure with zero impact on the residential neighborhood.

Your approval will improve the possibilities of developing this 4.1016 acres of land that has been vacant for many years.

Thank you

A handwritten signature in black ink, appearing to read 'H. Tohme', is written over a solid horizontal line.

Dr. Hani J. Tohme, P.E.
President
Golden Triangle Consulting Engineers

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED RS (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED ACROSS FROM 4050 AND 4060 WASHINGTON BOULEVARD, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned RS (Residential Single Family Dwelling) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located across from 4050 and 4060 Washington Boulevard, being the northeast 307' x 142' of part of Block 4, John Scharbauer Subdivision, Beaumont, Jefferson County, Texas, containing 1.0 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

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

Section 3.

That if any section, subsection, sentence, clause 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 of Ordinances of Beaumont, Texas.

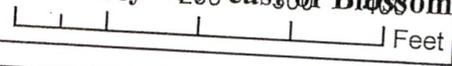
PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

File 2252-Z: Consider a request for a rezoning from RS (Residential Single Family Dwelling) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district.

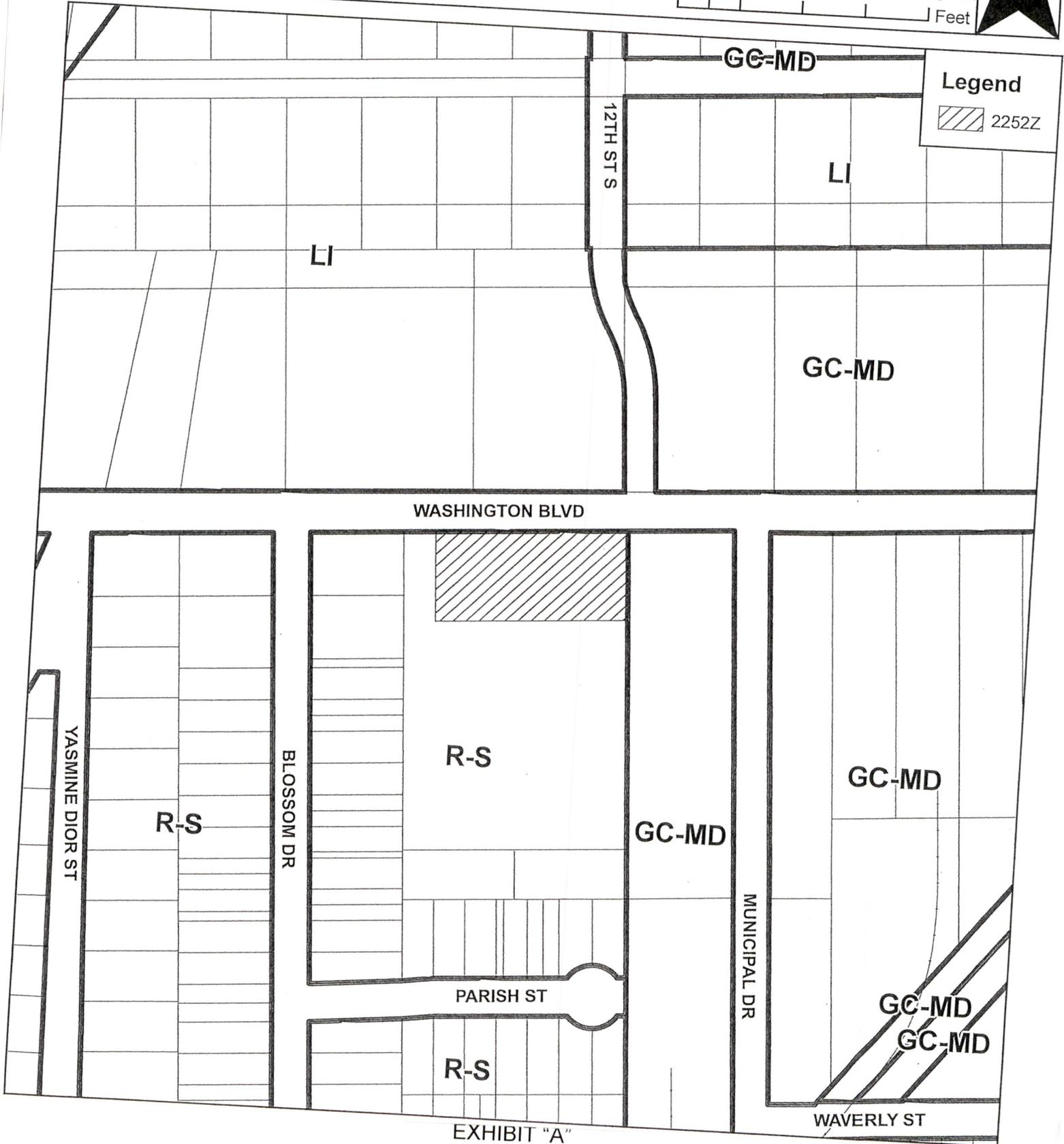
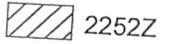
Applicant: Hani Tohme of Golden Triangle Consulting Engineers

Location: The south side of Washington Boulevard approximately 200' east of Blossom Drive.

N



Legend



February 2, 2016

Consider a request for a Specific Use Permit for a cellular tower in an LI (Light Industrial) District at 1490 7th Street

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit for a cellular tower in an LI (Light Industrial) District at 1490 7th Street.

BACKGROUND

David Petrakovitz of Pyramid Network Services, LLC, representing EcoSite, proposes to construct a cellular tower on 3,150 sq. ft. of leased property, in the rear yard of the Salvation Army facility located at 1490 7th Street. No City Utilities will be required at the unmanned site. Access to the site will be via an access easement from Louisiana Street.

The tower would be 150 feet in height and over 275 feet from the nearest residentially zoned district.

At a Joint Public Hearing held January 24, 2016, the Planning Commission recommended 7:0 to approve a request for a Specific Use Permit for a cellular tower in an LI (Light Industrial) District, subject to the following condition:

1. Provide a copy of the recorded access easement and lease agreement.

RECOMMENDATION

Approval of the ordinance, subject to the following condition:

1. Provide a copy of the recorded access easement and lease agreement.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

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

APPLICANT'S NAME: ECOSITES (DAVID PETRAKOVITZ - AGENT)

APPLICANT'S ADDRESS: 3603 Sunlight Hill Lane, Spring TX 77386

APPLICANT'S PHONE #: 281 701-0604 FAX#: _____

NAME OF OWNER: SALVATION ARMY

ADDRESS OF OWNER: 2350 Interstate 10 East, Beaumont, TX 77703

LOCATION OF PROPERTY: 7th St & Louisiana Ave

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY A-William Survey A-385

NUMBER OF ACRES 2.9437 NUMBER OF ACRES 2.9437

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: Cell Tower ZONE: LI

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: David Petrakovitz DATE: 1.19.2016

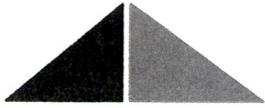
SIGNATURE OF OWNER: _____ DATE: _____

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

FILE NUMBER: _____
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.



PYRAMID NETWORK SERVICES, LLC.

TELECOMMUNICATIONS CONSTRUCTION SERVICES AND CONSULTING

3603 Sunlight Hill Lane
Spring, Texas
77386
281-701-0604

November 30, 2015

Planning Department
City of Beaumont
801 Main Street
Beaumont, Texas 77701

Pyramid Network Services acting as agent for EcoSite, 240 Leigh Farm Rd, Durham, North Carolina 27707, hereby requests a Specific Use Permit to erect a 150' cell tower at 2350 Interstate 10, Beaumont.

The proposed project would be built on 3150 square feet of land under a long term lease from the Salvation Army per the attached site plan and survey. The tower would include antennas and radio equipment to initially accommodate T-Mobile but is designed to handle multi-carrier collocations. The site will be unmanned and as such will not require connections to the city water or sewer systems.

Upon approval of the Specific Use Permit a Building Permit will be applied for. The site will be designed and engineered to meet or exceed all Federal, State and local building and safety codes including wind loading requirements.

After the initial construction period it is anticipated that vehicular traffic to the site will average about one trip per month. Impact to local streets will therefore be negligible. Access to the site would actually be from Louisiana Avenue utilizing an existing curb cut and paved parking area.

The proposed location is within a "LI" zoned district and is surrounded on all four sides by Light Industrial land uses. The nearest residential zoning district is over 275 feet from the tower centerline south-west of the site. The site is bounded to the north by Interstate 10 and to the east by railroad yards. To the west is the Salvation Army facility and directly south is a vehicular storage lot.

Attached to the Specific Use Application are: Response to the Eight SUP conditions, a city zoning map identifying the site location, an aerial map calling out the distance to the nearest residential zoned district, an aerial map calling out the required 200' notification area, a site plan and proposed tower elevation drawings, a site survey in 11" x 17" and an 8 1/2" x 11" copy of the site plan per city request.

Thank you,

Dave Petrakovitz
Project Manager
Pyramid Network Services
Agent for EcoSite

SECTION 28.04.001, ZONING ORDINANCE REQUIRES THAT THESE **EIGHT CONDITIONS** MUST BE MET BEFORE A SPECIFIC USE PERMIT CAN BE ISSUED:

- o That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;

The proposed use as an unmanned cell tower is allowed in LI Districts with Council approval. The location of the proposed tower is bounded in the north by an elevated portion of Interstate Highway 10, on the east by the rail yards, to the south by and west by LI zoning district and uses.

- o That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The surrounding properties are already well established and the proposed use will not interfere or impede future development of surrounding properties.

- o That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

There are adequate utilities, access roads and drainage in place to support the proposed facility. The proposed facility will require one new 200 amp electric service. The proposed facility will create approximately one vehicle trip on the public right-of-way per month. The proposed facility will be design with all applicable building codes adhered to including drainage and storm water run-off requirements. The proposed facility will not require fresh or waste water connections (it is an unmanned facility).

- o The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development;

The proposed facility will utilize existing driveway and curb cuts and provide off street parking for use by service technicians.

- o That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

The proposed facility does not generate odors, fumes, dust, or vibrations. In the event of an emergency weather event the proposed facility may be operated for a short period of time by emergency back-up power generators. As the nearest residence is over 350 feet away and is buffered by several intervening industrial buildings any sound generated by the emergency power system will be mitigated. Typical generator types used by wireless carriers have a sound rating of less than 72 dB at 25 feet.

- o That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;

The proposed facility will have one 1' high pole mounted flood light designed to shine onto the ground mounted radio cabinets and is manually operated for short-term immediate use by a maintenance technician only. The tower itself is not lighted.

o That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property; and

All properties surrounding the proposed facility are zoned and used for industrial purposes. The proposed facility is not incompatible with the surrounding land uses. A chain link security fence is proposed for the facility identical to existing chain link security fences already in use by the surrounding property owners.

o That the proposed use is in accordance with the Comprehensive Plan.

The proposed facility is designed to provide enhanced wireless high speed data and communication capabilities to the surrounding neighborhoods and highways as well as improved E911 coverage in the immediate vicinity.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CELLULAR TOWER IN AN LI (LIGHT INDUSTRIAL) DISTRICT AT 1490 7TH STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, David Petrakovitz, on behalf of EcoSite, has applied for a specific use permit to allow a cellular tower in an LI (Light Industrial) District at 1490 7th Street, as described in Exhibit "A" and shown on Exhibit "B," 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 cellular tower in an LI (Light Industrial) District at 1490 7th Street, subject to the following condition:

- Provide a copy of the recorded access easement and lease agreement.

; 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 cellular tower in an LI (Light Industrial) District at 1490 7th Street, as described in Exhibit "A" and shown on Exhibit "B," is hereby granted to EcoSite, its legal representatives, successors and assigns, as shown

on Exhibit "C," attached hereto and made a part hereof for all purposes, subject to the following condition:

- Provide a copy of the recorded access easement and lease agreement.

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 "C" 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 2nd day of February, 2016.

- Mayor Becky Ames -

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

Being 0.07 acres (3,150 square feet) of land, out of a called 2.9437 acres, conveyed to The Salvation Army, by deed recorded under County Clerk's File Number (C.F.) 2007045868 Official Public Records of Jefferson County, Texas (O.P.R. J.C.T.), said 0.07 acre tract lying in the A. William Survey, Abstract 385 and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2 inch iron rod in the north right-of-way (R.O.W.) of Louisiana Street, 41' Public R.O.W., and the west line of the Southern Pacific Company Railroad, also being the southeast corner of said 2.9437 acres;

THENCE South 85°29'01" West, along said R.O.W., a distance of 54.18 feet to a point for corner, marking the southeast corner of a Access & Utility Easement;

THENCE South 85°29'01" West, along said R.O.W., a distance of 20.00 feet to a point for corner, marking the southwest corner of said easement;

THENCE North 04°30'59" West, a distance of 34.10 feet to a point for corner, marking the northwest corner of said easement, also being a point in the south line of a Lease Site and the POINT OF BEGINNING;

THENCE South 85°29'01" West, a distance of 20.00 feet to a set 5/8 inch iron rod with cap, marking the southwest corner of the herein described tract;

THENCE North 04°30'59" West, a distance of 70.00 feet to a set 5/8 inch iron rod with cap, marking the northwest corner of the herein described tract;

THENCE North 85°29'01" East, a distance of 30.00 feet to a set 5/8 inch iron rod with cap, marking the northeast corner of the herein described tract;

THENCE South 27°42'54" East, a distance of 76.16 feet to a set 5/8 inch iron rod with cap, marking the southeast corner of the herein described tract;

THENCE South 85°29'01" West, a distance of 40.00 feet to the POINT OF BEGINNING and containing a computed 0.07 acres (3,150 square feet) of land.

File 2251-P: Consider a request for a Specific Use Permit to allow a cellular tower in an LI (Light Industrial) district.

Applicant: David Petrakovitz representing EcoSite

Location: 1490 7th Street

N

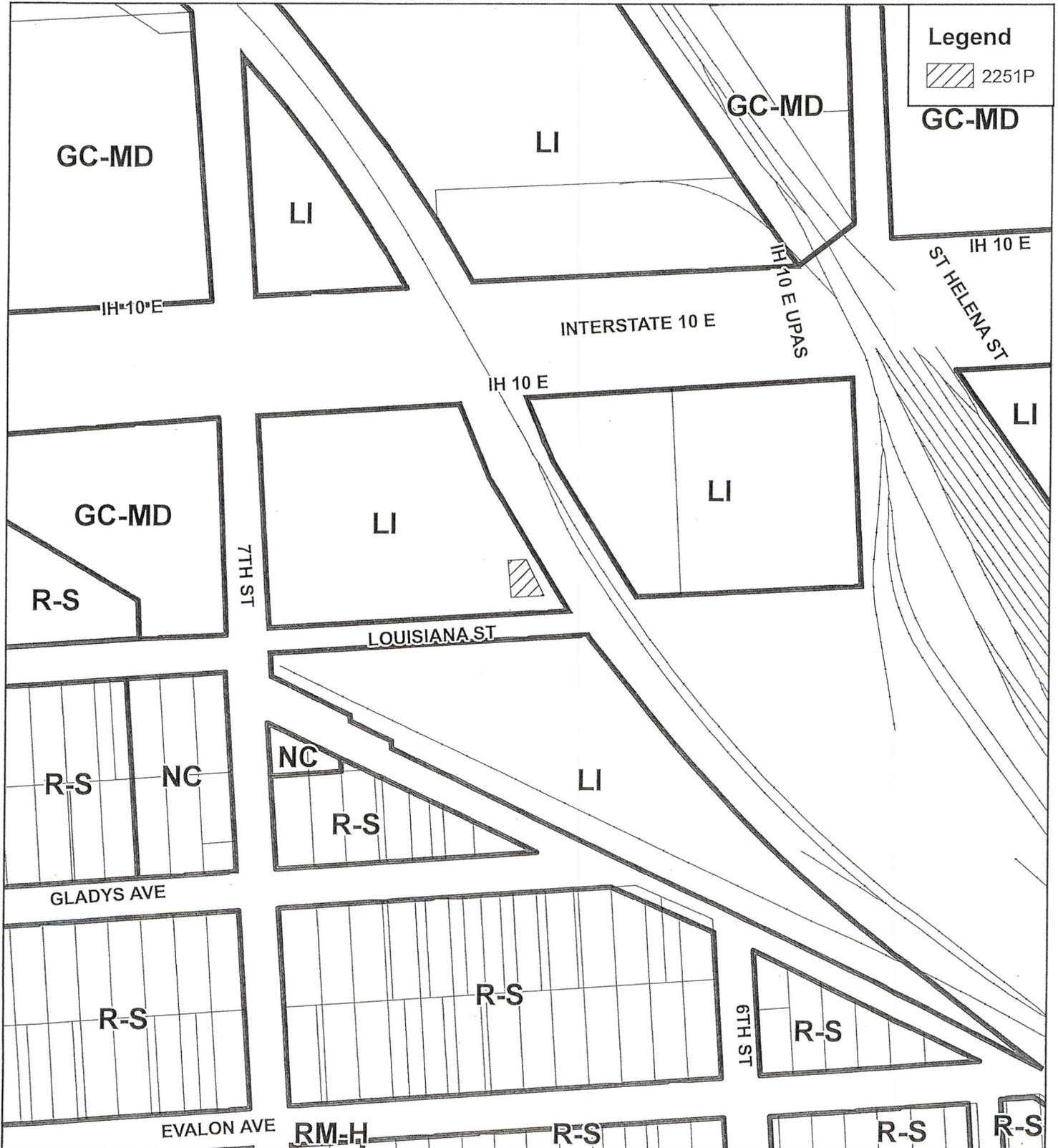
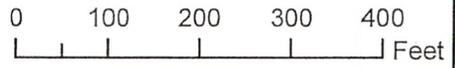


EXHIBIT "B"

February 2, 2016

Consider a request for a Specific Use Permit to allow an assisted living facility in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 2990 S. Major Drive



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director ^{CSB}

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow an assisted living facility in RM-H (Residential Multiple Family Dwelling-Highest Density) at 2990 S. Major Drive .

BACKGROUND

Vera Bagneris is applying to operate an assisted living facility at 2990 S. Major Drive. Ms. Bagneris proposes to provide 24 hour care for twelve (12) elderly residents. Caretakers would be present 24 hours per day, but not living at the property. Some of the clients residing in this facility will require nursing and ambulatory care. Some residents may have limited mobility.

The applicant is asking for a waiver to any additional landscaping. A four (4) foot chain link fence is located along the north and west property lines, with no existing landscaped buffers. There is no fence along the south property line.

At a Joint Public Hearing held January 25, 2016 the Planning Commission recommended 6:1 to approve a request to allow an assisted living facility in RM-H (Residential Multiple Family Dwelling-Highest Density), subject to the following conditions:

1. Pending approval of food preparation and storage areas by health inspectors.
 2. Any improvements made within the state right-of-way shall be permitted by TXDOT.
 3. A six (6) foot wide landscaped strip, as prescribed by ordinance, must be located between the front parking spaces and the right-of way.
 4. The ADA space shall be signed according to ADA requirements.
 5. An eight (8) foot wood or masonry privacy screening fence must be constructed and maintained along the south property line.
 6. Building must be brought up to all current applicable fire & building codes, per international fire & building codes - 2009 edition, Including, but not limited to, fire extinguishers, sprinkler system, fire alarm, exit lights, emergency lights, knox box, fixed hood system, and additional hydrant(s) as needed. All electrical systems must meet commercial codes.
- And a waiver to any additional landscaping.

RECOMMENDATION

Approval of the ordinance, subject to the following conditions:

1. Pending approval of food preparation and storage areas by health inspectors.
2. Any improvements made within the state right-of-way shall be permitted by TXDOT.
3. A six (6) foot wide landscaped strip, as prescribed by ordinance, must be located between the front parking spaces and the right-of way.
4. The ADA space shall be signed according to ADA requirements.
5. An eight (8) foot wood or masonry privacy screening fence must be constructed and maintained along the south property line.
6. Building must be brought up to all current applicable fire & building codes, per international fire & building codes - 2009 edition, Including, but not limited to, fire extinguishers, sprinkler system, fire alarm, exit lights, emergency lights, knox box, fixed hood system, and additional hydrant(s) as needed. All electrical systems must meet commercial codes.

And a waiver to any additional landscaping.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

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

APPLICANT'S NAME: VERA BAGNERIS

APPLICANT'S ADDRESS: 2990. S. MAJOR DRIVE

APPLICANT'S PHONE #: (409) 893-2354 FAX #: _____

NAME OF OWNER: VERA BAGNERIS

ADDRESS OF OWNER: 7955 WINDMEADOW, Bmt TX 77713

LOCATION OF PROPERTY: 2990. S. MAJOR DR Bmt, TX 77707

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 6 OR TRACT _____

BLOCK NO. 2 PLAT South Amelia

ADDITION _____ SURVEY _____

NUMBER OF ACRES _____ NUMBER OF ACRES 0.277

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: Assisted Living Home ZONE: 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.....	\$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: Vera Bagners DATE: 10/8/15

SIGNATURE OF OWNER: Vera Bagners (IF NOT APPLICANT) DATE: 10/8/15

PLEASE TYPE OR PRINT AND SUBMIT TO:

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

FILE NUMBER: _____

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.

To whom it may concern,

I'm seeking a Specific Use permit for the property located at 2990 S. Major DR. Beaumont, TX 77707. This permit is to provide 24 hour care to 12 elderly residents in a home- like environment. The specific use of the property is compatible with other properties in the area.

The specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity. Similar properties in the area include Pelican Bay Assisted Living Facility and Summer Place Nursing and Rehab, both within a 1 mile radius from my property.

The establishment of the specific use will not impede development and or improvement of surrounding vacant property.

Other necessary supporting facilities will be provided as required by the city of Beaumont. The property is covered by local utilities and drainage. The property has 8 adequate parking spaces to provide for safe and convenient pedestrian traffic.

Adequate nuisance prevention measures will be taken to control odor or fumes including tight sealed lids for soiled linens. This home is adequately insulated which will decrease any noise concerns. Directional lighting will be so as not to disturb neighboring properties.

There is sufficient landscaping to insure harmony with adjacent properties. The propose use as a personal care home will be in accordance with the comprehensive plan.

I also ask for a waiver from any additional landscaping, screening or parking requirements.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ASSISTED LIVING FACILITY IN AN RM-H (RESIDENTIAL MULTIPLE FAMILY DWELLING-HIGHEST DENSITY) DISTRICT AT 2990 S. MAJOR DRIVE IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Vera Bagneris has applied for a specific use permit to allow an assisted living facility in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 2990 S. Major Drive, being Lot 6, Block 2, South Amelia, Beaumont, Jefferson County, Texas, containing 0.277 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 an assisted living facility in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 2990 S. Major Drive, with a waiver to any additional landscaping, subject to the following conditions:

- Pending approval of food preparation and storage areas by health inspectors.
- Any improvements made within the state right-of-way shall be permitted by TXDOT.
- A six (6) foot wide landscaping strip, as prescribed by ordinance, must be located between the front parking spaces and the right-of-way.
- The ADA space shall be signed according to ADA requirements.
- The eight (8) foot wood or masonry privacy screening fence must be constructed and maintained along the south property line.
- Building must be brought up to all current applicable fire & building codes, per international fire & building codes – 2009 edition, including, but not

limited to, fire extinguishers, sprinkler system, fire alarm, exit lights, emergency lights, knox box, fixed hood system, and additional hydrant(s) as needed. All electrical systems must meet commercial codes.

; 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 an assisted living facility in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 2990 S. Major Drive, being Lot 6, Block 2, South Amelia, Beaumont, Jefferson County, Texas, containing 0.277 acres, more or less, as shown on Exhibit "A," is hereby granted to Vera Bagneris, her 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 landscaping, subject to the following conditions:

- Pending approval of food preparation and storage areas by health inspectors.
- Any improvements made within the state right-of-way shall be permitted by TXDOT.
- A six (6) foot wide landscaping strip, as prescribed by ordinance, must be located between the front parking spaces and the right-of-way.
- The ADA space shall be signed according to ADA requirements.

- The eight (8) foot wood or masonry privacy screening fence must be constructed and maintained along the south property line.
- Building must be brought up to all current applicable fire & building codes, per international fire & building codes – 2009 edition, including, but not limited to, fire extinguishers, sprinkler system, fire alarm, exit lights, emergency lights, knox box, fixed hood system, and additional hydrant(s) as needed. All electrical systems must meet commercial codes.

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 2nd day of February, 2016.

- Mayor Becky Ames -

File 2249-P: Consider a request for a Specific Use Permit to allow an assisted living facility in an RM-H (Residential Multiple Family Dwelling- Highest Density).

Applicant: Vera Bagneris

Location: 2990 S. Major Drive

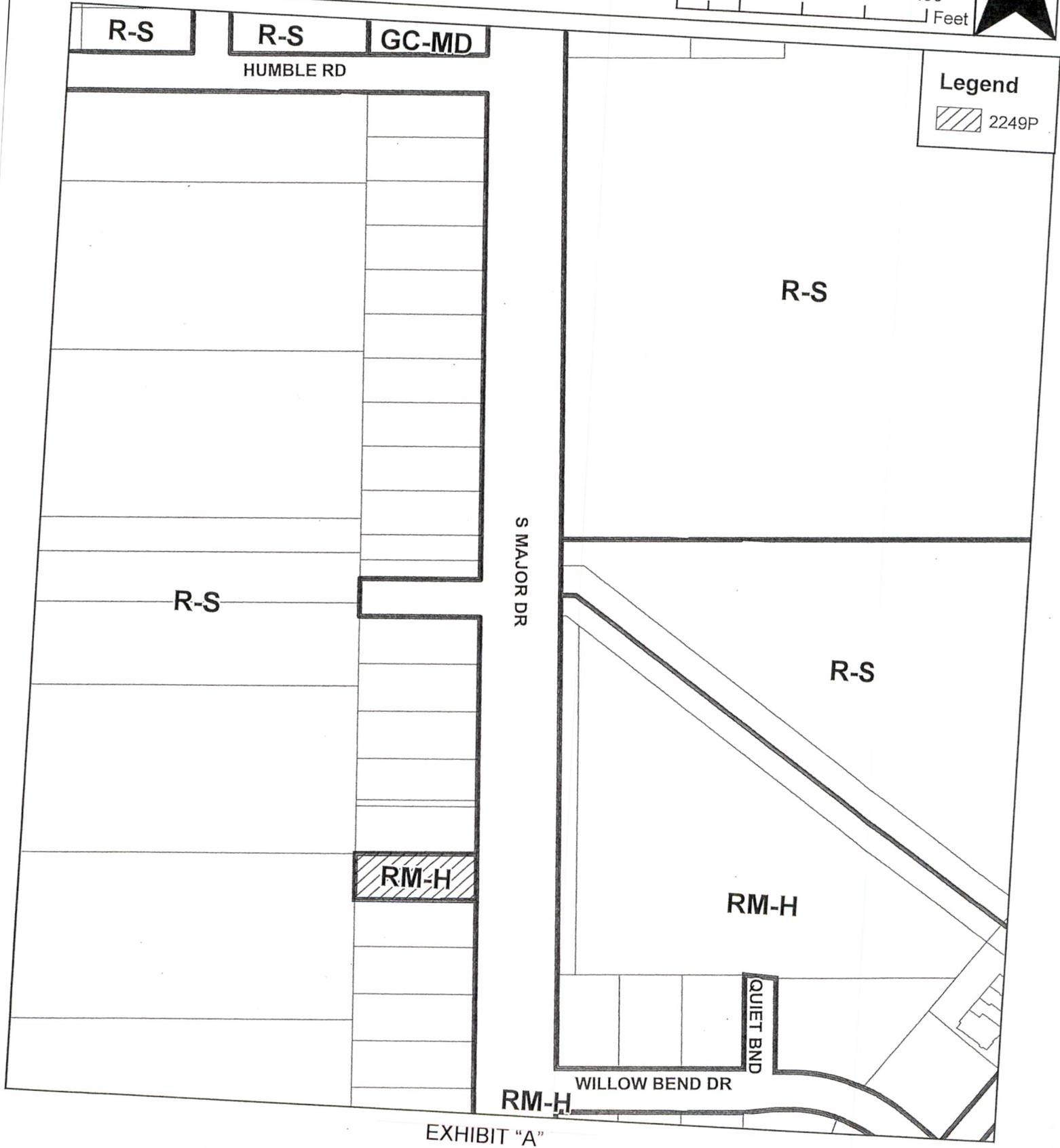
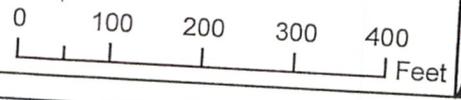
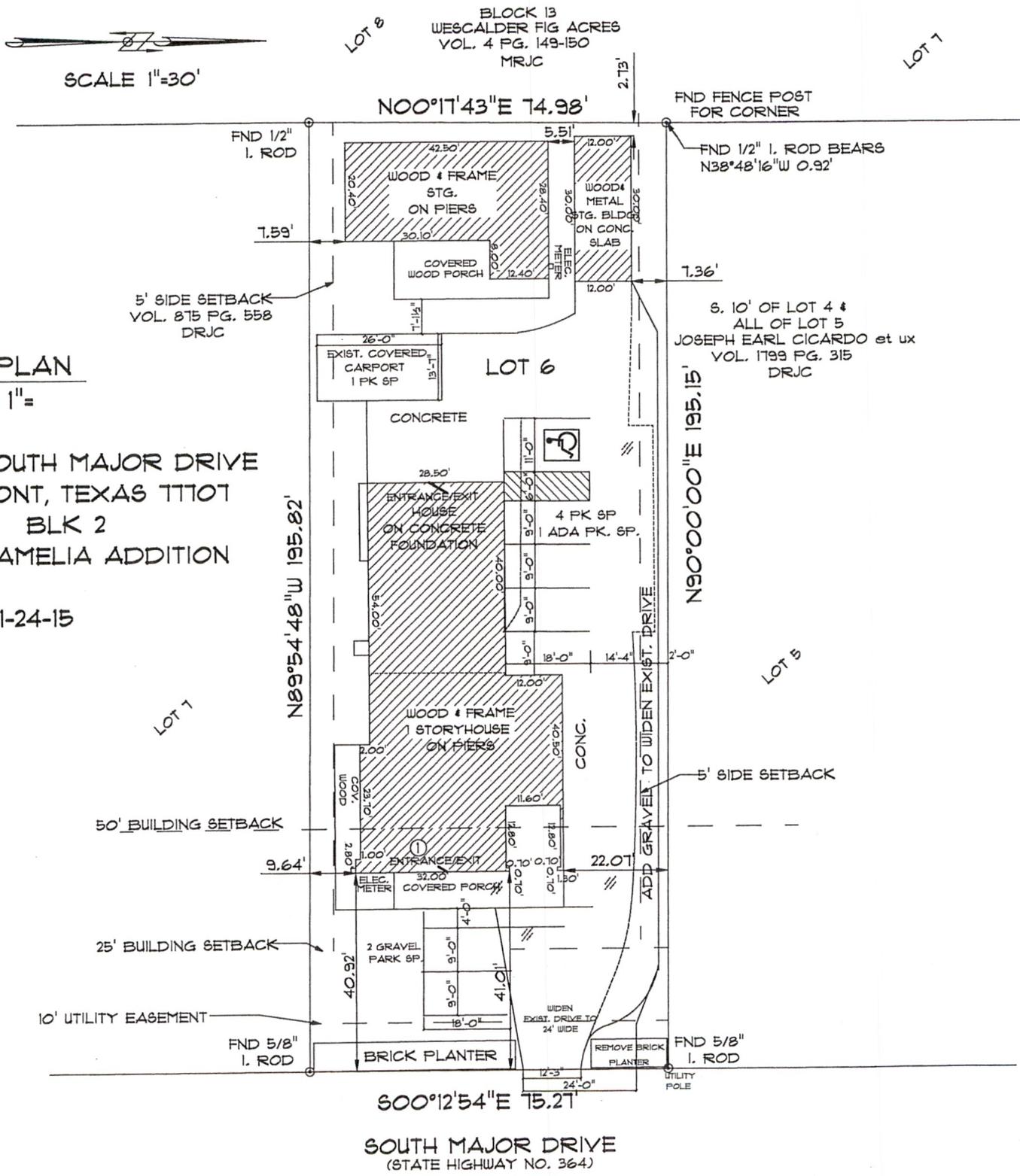


EXHIBIT "A"



PLOT PLAN

SCALE: 1"=

2990 SOUTH MAJOR DRIVE
 BEAUMONT, TEXAS 77707
 LOT 6 BLK 2
 SOUTH AMELIA ADDITION

DATE: 11-24-15

<p>BRENDA'S DRAWING BOARD 7710 Gladys Suite C Beaumont, Texas 77706 Phone: (409) 866-8100 Fax: (409) 866-8101 E-mail babshir@ebcglobal.net</p>	<p>VERA BAGNERIS C 893-2354 OAKRIDGE ASSISTED LIVING</p>
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EXHIBIT "B"

February 2, 2016

Consider a request for a Specific Use Permit to allow a retail T-shirt and merchandise print shop in an RCR (Residential Conservation Revitalization) District at 4705 Highland Avenue



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a retail T-shirt and merchandise print shop at 4705 Highland Avenue.

BACKGROUND

Toni J. Prados, owner of Area Impressions, is asking to open a retail T-shirt business at 4705 Highland Avenue. The property is zoned RCR (Residential Conservation Revitalization). Ms. Prados has operated a beauty salon at this location for at least two years, and currently owns a T-shirt shop at another location.

The shop will not involve screen-printing, but rather a new technology which allows designs to be printed directly onto clothing items and accessories, much as a picture may be printed from an office printer. Designs would be created and printed in the shop.

At a Joint Public Hearing held January 25, 2016 the Planning Commission recommended 7:0 to approve a request to allow a retail T-shirt and merchandise print shop, subject to the following conditions:

1. Parking and driveways must meet city standards.
2. Parallel space at front of building must be next to the building, allowing traffic to flow around it and curb cut on Highland must remain to allow exit of traffic.
3. Paving must extend past the handicapped access isle and handicapped space must have proper signage.
4. An 8 foot privacy fence and 10 foot landscape buffer must be installed and maintained along the east and south property lines.
5. An automatic irrigation system must be installed, sufficient to provide complete coverage of all required landscaping.

RECOMMENDATION

Approval of the ordinance, subject to the following conditions:

1. Parking and driveways must meet city standards.
2. Parallel space at front of building must be next to the building, allowing traffic to flow around it and curb cut on Highland must remain to allow exit of traffic.
3. Paving must extend past the handicapped access isle and handicapped space must have proper signage.
4. An 8 foot privacy fence and 10 foot landscape buffer must be installed and maintained along the east and south property lines.
5. An automatic irrigation system must be installed, sufficient to provide complete coverage of all required landscaping.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Toni J. Prados / Area Impressions

APPLICANT'S ADDRESS: 4570 Highland AVE, Bmt. TX 77705

APPLICANT'S PHONE #: 409-833-4561 FAX #: 833-8877

NAME OF OWNER: Toni J. Prados

ADDRESS OF OWNER: 1090 AVE H Bmt. TX 77701

LOCATION OF PROPERTY: 4705 Highland AVE. Bmt. TX 77705

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

NUMBER OF ACRES less than 1/2 Acre 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: RETAIL T-SHIRTS, ETC. Wedding Invitations, Balloons, Screen Printing

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: Toni J. Prados DATE: 8-24-2015

SIGNATURE OF OWNER: Toni J. Prados (IF NOT APPLICANT) DATE: 8-24-2015

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

FILE NUMBER: 2242-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.

Area Impressions
4570 Highland Ave.
Beaumont, TX 77705
(409)833-4561
bprados@swbell.net

We do wedding invitations, balloon decorations, screen printing and embroidery along with promotional products

Toni J. Prados
Owner
Nannette Prados-Robinson
CEO

Section 28.04.001 The Zoning Ordinance Requirement

1. The specific use will be compatible with and not injurious to diminish or impair property value.
2. It will not impede the normal and orderly development of surrounding vacant property.
3. Adequate utilities, road access and other supporting facilities have been provided.
4. Parking space and driveway provides for safe and convenient movement.
5. Adequate noise and other methods have been taken to prevent what the City requirements are.
6. Sufficient landscaping and screening to insure harmony with adjacent property, (vacant).
7. Directional lighting will be provided so as not to disturb or affect neighboring properties, (vacant).
8. In accordance with the comprehensive plan.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A RETAIL T-SHIRT AND MERCHANDISE PRINT SHOP IN AN RCR (RESIDENTIAL CONSERVATION REVITALIZATION) DISTRICT AT 4705 HIGHLAND AVENUE IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Toni J. Prados, owner of Area Impressions, has applied for a specific use permit to allow a T-shirt and merchandise print shop in an RCR (Residential Conservation Revitalization) District at 4705 Highland Avenue, being Lot 1, Block 1, Garland Addition, Beaumont, Jefferson County, Texas, containing 0.172 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 T-shirt and merchandise print shop in an RCR (Residential Conservation Revitalization) District at 4705 Highland Avenue, subject to the following conditions:

- Parking and driveways must meet city standards.
- Parallel space at front of building must be next to the building, allowing traffic to flow around it and curb cut on Highland must remain to allow exit of traffic.
- Paving must extend past the handicapped access isle and handicapped space must have proper signage.
- An eight (8) foot privacy fence and ten (10) foot landscape buffer must be installed and maintained along the east and south property lines.
- An automatic irrigation system must be installed, sufficient to provide complete coverage of all required 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 T-shirt and merchandise print shop in an RCR (Residential Conservation Revitalization) District at 4705 Highland Avenue, being Lot 1, Block 1, Garland Addition, Beaumont, Jefferson County, Texas, containing 0.172 acres, more or less, as shown on Exhibit "A," is hereby granted to Toni J. Prados, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- Parking and driveways must meet city standards.
- Parallel space at front of building must be next to the building, allowing traffic to flow around it and curb cut on Highland must remain to allow exit of traffic.
- Paving must extend past the handicapped access isle and handicapped space must have proper signage.
- An eight (8) foot privacy fence and ten (10) foot landscape buffer must be installed and maintained along the east and south property lines.
- An automatic irrigation system must be installed, sufficient to provide complete coverage of all required landscaping.

Section 2.

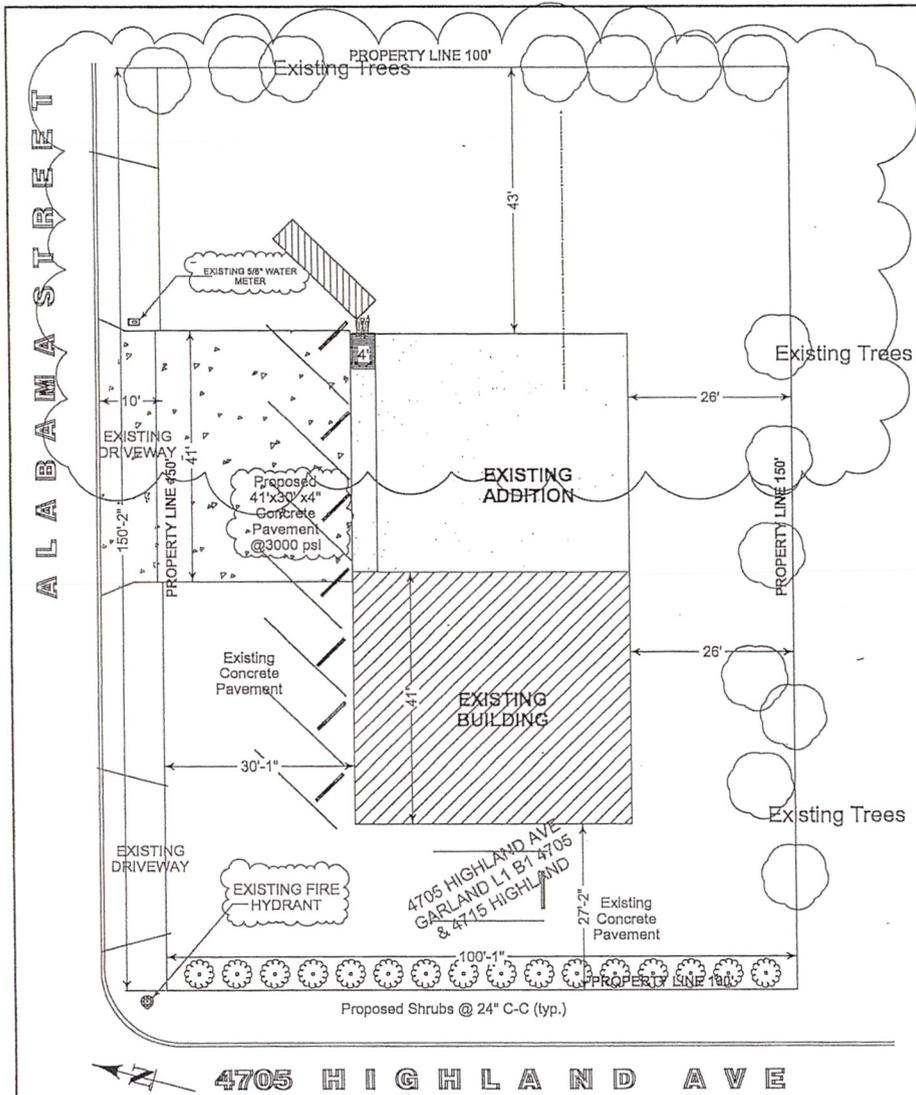
That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

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 2nd day of February, 2016.

- Mayor Becky Ames -



Site Plan 1"=20'

Subject Site



Site Plan with
Proposed Concrete
Driveway 41'x30' &
x100'

4705 Highland Ave
Beaumont TX 77701

EXHIBIT "B"

Toni Hair
Salon

date: 09-23-15
Reviewed &
Approved By: RD

1

sheet

February 2, 2016

Consider a request for an amendment to the Subdivision and Site Development Regulations,
Sections 26.01.006, 26.03.002, 26.03.004 and 26.03.008



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a request for an amendment to the Subdivision and Site Development Regulations, Sections 26.01.006, 26.03.002, 26.03.004 and 26.03.008.

BACKGROUND

Staff was recently approached about amending the Subdivision and Site Development Regulations to allow rural-type subdivisions in an area two miles beyond the city limits to the five (5) mile extraterritorial jurisdiction. This three (3) mile *Planning Area* has experienced a limited amount of development in the past and it is not expected that this area will be annexed any time in the near future. Allowing this reduced standard within the *Planning Area* would encourage more affordable development in the rural area, yet still be close to Beaumont. This would ideally encourage the construction of more homes, with residents still being able to take advantage of the goods and services offered by the region's largest city.

The recommended amendments are as follows:

Sec.26.01.006, Definitions

Amendment:

Planning Area. The Planning Area shall constitute an area beginning two (2) miles from the corporate limits of the city and extending out an additional three (3) miles to the boundary of the five (5) mile extraterritorial jurisdiction.

Sec. 26.03.002, Streets

Amendment:

*(12) For subdivisions located within the Planning Area, as defined herein, street design, construction and acceptance shall be in accordance with the standards set forth in the **Jefferson***

County Subdivision and Development Regulations and approved by the county engineer. Curbs are not required and open roadside ditches may be used for drainage.

Sec. 26.03.004, Sidewalks

Amendment:

(4) *For subdivisions located within the Planning Area, as defined herein, sidewalks shall not be required.*

Sec. 26.03.008, Streetlights

Amendment:

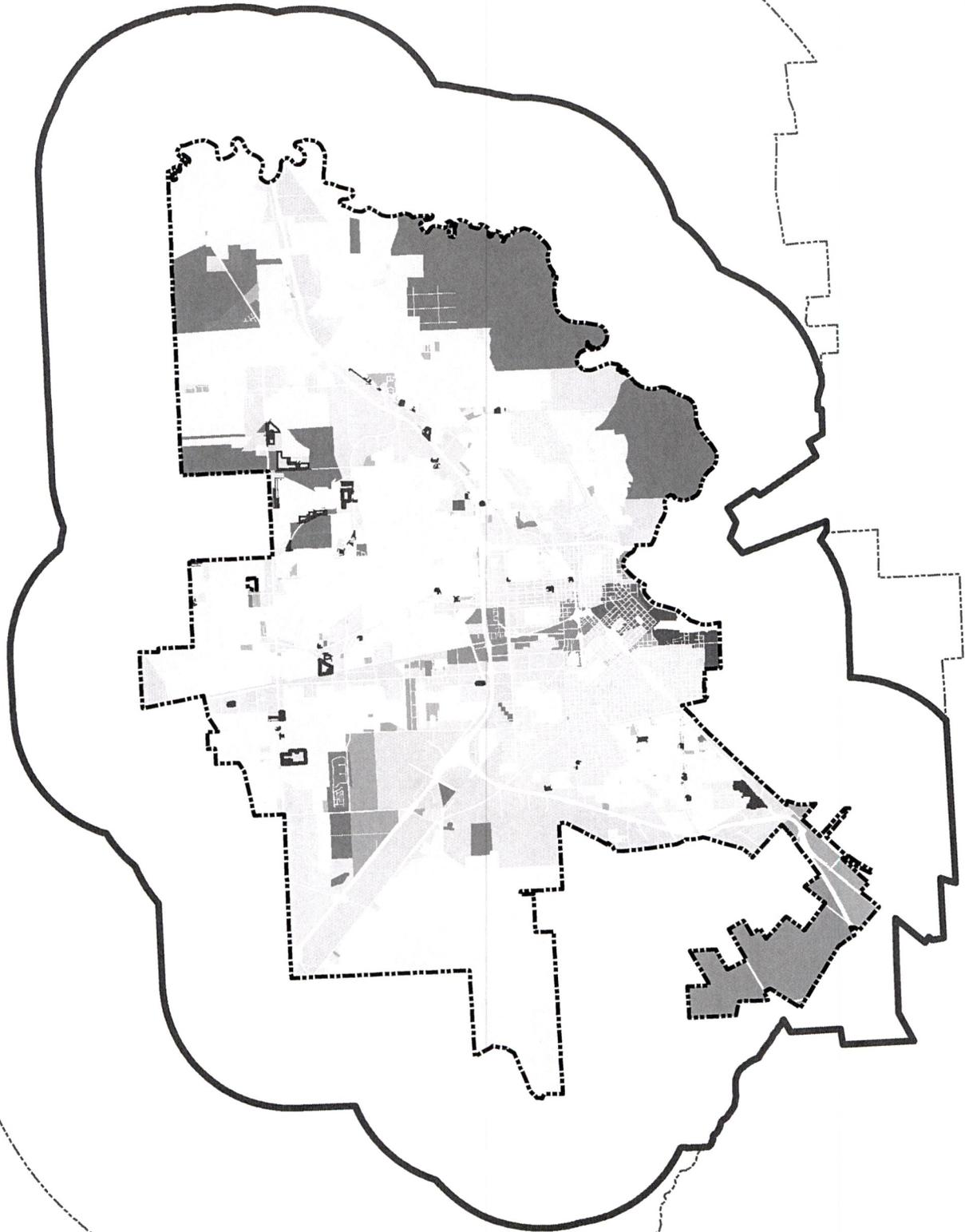
(d) *For subdivisions located within the Planning Area, as defined herein, streetlights shall not be required.*

At a Joint Public Hearing held on January 25, 2016, the Planning Commission recommend approval 7:0 to amend the Subdivision and Site Development Regulations, Sections 26.01.006, 26.03.002, 26.03.004, and 26.03.008.

ETJ Planning Area



1 inch = 12,500 feet



Legend

- ETJ Planning Area
- ETJ
- City Limits

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map, however, the City of Beaumont assumes no liability or damages due to errors or omissions.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 26, SECTIONS 26.01.006, 26.003.002, 26.03.004 AND 26.03.008 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, TO MAKE CHANGES AND ADDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 26, Section 26.01.006 of the Code of Ordinances be and the same is hereby amended by adding the definition of Planning Area to read as follows:

Section 26.01.006 Definitions

Planning Area. The Planning Area shall constitute an area beginning two (2) miles from corporate limits of the city and extending out an additional three (3) miles to the boundary of the five (5) mile extraterritorial jurisdiction.

Section 2.

THAT Chapter 26, Section 26.03.002 of the Code of Ordinances be and the same is hereby amended by adding Subsection 26.03.002(12) to read as follows:

Section 26.03.002 Streets

- (12) For subdivisions located within the Planning Area, as defined herein, street design, construction and acceptance shall be in accordance with the standards set forth in the Jefferson County Subdivision and Development Regulations and approved by the county engineer. Curbs are not required and open roadside ditches may be used for drainage.

Section 3.

THAT Chapter 26, Section 26.03.004 of the Code of Ordinances be and the same is hereby amended by adding Subsection 26.03.004(4) to read as follows:

Section 26.03.004 Sidewalks

- (4) For subdivisions located within the Planning Area, as defined herein, sidewalks shall not be required.

Section 4.

THAT Chapter 26, Section 26.03.008 of the Code of Ordinances be and the same is hereby amended by adding Subsection 26.03.008(d) to read as follows:

Section 26.03.008 Streetlights

- (d) For subdivisions located within the Planning Area, as defined herein, streetlights shall not be required.

Section 5.

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 6.

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

Section 7.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of
February, 2016.

- Mayor Becky Ames -

February 2, 2016

Consider a resolution approving the purchase of 12 refuse trucks from Chastang's Bayou City Autocar, Inc., of Houston

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider a resolution approving the purchase of twelve (12) refuse trucks from Chastang's Bayou City Autocar, Inc., of Houston in the amount of \$3,548,436.

BACKGROUND

The Autocar trucks with automated side loaders will be used by Solid Waste to remove refuse from City neighborhoods. These units will be replacing similar trucks which are seven (7) or more years old. The age and mileage of the older units has led to increased maintenance costs rendering them unfit for continued use. The new bodies have been redesigned to require less maintenance. The new chassis is right hand drive, allowing greater control, maneuverability and overall safety.

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

The cost per unit is \$295,578. The H-GAC fee of \$1,500 is included in the total price. Basic warranty provided is five (5) years. Warranty service will be provided by Smart's Truck & Trailer Equipment of Beaumont.

Estimated delivery time is 180 days.

FUNDING SOURCE

Financing will be obtained in FY 2016 with debt service payments being incurred in FY 2017.

RECOMMENDATION

Approval of resolution.

Replacement of Refuse Trucks

Page 2

January 26, 2016

Units to be replaced

Unit	Mileage
6163	75,271
6164	76,917
6165	77,563
6166	70,255
6167	45,857
6168	41,757
6169	54,250
6170	88,308
6171	68,849
6172	70,042
6173	73,053
6174	85,234

RESOLUTION NO.

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

THAT the City Council hereby approves the purchase of a twelve (12) refuse trucks for use by the Solid Waste Division from Chastang's Bayou City Autocar, Inc., of Houston, Texas, in the amount of \$3,548,436 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

February 2, 2016

Consider a resolution approving the purchase of 24 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: February 2, 2016

REQUESTED ACTION: Council consider a resolution approving the purchase of twenty-four (24) vehicles from Silsbee Ford in the amount of \$588,126.24 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 1998 to 2010. 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 the resolution.

Purchase of Fleet Vehicles

January 19, 2016

Page 2.

Item	Dept. or Division	Description	Qty.	Total Price
1	Planning (1), Police Admin (1), Building Codes (1)	Ford F150	3	\$84,194.00
2	Police CID	Ford F150	1	\$28,534.95
3	Police CID	Ford Fusion Sedan	9	\$169,839.00
4	Animal Services	Ford F-250	1	\$19,876.95
5	Engineering	Ford F150	1	\$19,876.95
6	Streets & Drainage	Ford F250	1	\$32,052.17
7	Streets & Drainage	Ford F150	2	\$61,257.50
8	Parks	Ford F150	1	\$33,161.75
9	Water Distribution	Ford F150	1	\$28,194.95
10	Water Distribution (2), Sewer Maintenance (1)	Ford F150	3	\$77,240.85
11	Water Reclamation	Ford F250	1	\$33,497.17
Buyboard Fee				\$400.00
TOTAL				\$588,126.24

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of twenty-four (24) vehicles for use by various City departments from Silsbee Ford, of Silsbee, Texas, in the amount of \$588,126.24 through the Texas Association of School Boards (BuyBoard) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -

February 2, 2016

Consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 16 to 15 and increasing the number of Grade I (Officer) positions from 195 to 196 in the Beaumont Police Department

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider amending Section 2.03.075 of the Code of Ordinances by reducing the number of Grade III (Lieutenant) positions from 16 to 15 and increasing the number of Grade I (Officer) positions from 195 to 196 in the Beaumont Police Department.

BACKGROUND

A Grade III Lieutenant's position is vacant due to a recent retirement. Chief Singletary wishes to delete this vacant position and create a new Grade I Officer position within the Police Department.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING SECTION 2.03.075 OF THE CODE OF ORDINANCES BY REDUCING THE NUMBER OF GRADE III LIEUTENANT POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM SIXTEEN (16) TO FIFTEEN (15) AND INCREASING THE NUMBER OF GRADE I OFFICER POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM ONE HUNDRED NINETY-FIVE (195) TO ONE HUNDRED NINETY-SIX (196); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

Section 1.

That Chapter 21, Section 2.03.075, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to decrease the number of Grade III Lieutenant positions in the Beaumont Police Department from sixteen (16) to fifteen (15) and increase the number of Grade I Officer positions in the Beaumont Police Department from one hundred ninety-five (195) to one hundred ninety-six (196).

Section 2.

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

Section 3.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of
February, 2016.

- Mayor Becky Ames -

February 2, 2016

Consider a resolution authorizing the City Manager to execute an Industrial District Contract with ExxonMobil Oil Corporation

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with ExxonMobil Oil Corporation.

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's contract with ExxonMobil Oil Corporation expired 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 payments for 2016 through 2018 will be subject to a floor and ceiling of 10% of prior year payment and 7% for payments due 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. The 2016 payment will be due March 1, 2016 and future 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 \$10,577,600.

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 ExxonMobil Oil Corporation. 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 2nd day of February, 2016.

- 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 ExxonMobil Oil Corporation, its parent, subsidiaries and affiliates, including GE Capital/State Street Bank and Trust, 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

2. 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 and property, real, personal, and mixed located on Company's land covered by this contract. (Herein "the properties").

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

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

Assumed City Taxes Due:

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

5. 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:

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

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

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 as described in Article 10, 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 payments due hereunder shall be calculated in accordance with the following schedule:

The 2016-2018 payments shall be 80% of assumed City taxes due, except that the amount may not be more than 10% more or less than the prior year payment.

The 2019 - 2022 payments shall be 75% of assumed City taxes due, except that the amount may not be more than 7% more or less than the prior year payment.

(c) City hereby agrees to bill Company for its 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 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.

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. 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 as provided under this Agreement. Accordingly and 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 like payments to the City.

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 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, other than when and to the extent specifically agreed to separately by Company and City, 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 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, 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 "parent" "affiliates" and to any properties owned or acquired by said parent and affiliates within the extraterritorial jurisdiction, 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 seven (7) years, commencing January 1, 2016, and ending on December 31, 2022.

ARTICLE VIII

CONTRACT REOPENERS

Either party, by giving written notice to the other party a minimum of one hundred twenty (120) days prior to the end of the fifth year of this contract may reopen for negotiation any portion or all of this Agreement for the years 2021 and 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

ExxonMobil Oil Corporation
Manager, Property Tax Division
PO Box 53
Houston, Texas 77001-0053

ARTICLE X

EXCLUSIONS

1. In determining the assessed value of the Company facilities there is to be excluded therefrom the value of any new plant facilities or modernization of or additions that significantly increase the assessed value of Company's properties. "Significantly increase" shall be defined as an increase in assessed value of ten percent (10%) or more above the prior year's assessed value on realty improvements for the specific plant facility. "Specific plant facility" shall mean any one of the following: the Beaumont Refinery (including GE Capital/State Street Bank and Trust), Olefin & Aromatics Plant, Polyethylene Plant, Beaumont Chemical Specialty Plant, Blending and Packaging Plant, Neches River Treatment Facility, or the Co-generation Facility. This exclusion will be restricted to include only a new and distinct processing facility or modernization of or additions to present facilities and shall not include the maintenance, reconditioning, replacement, refurbishing or repairing of existing process facilities. The intent of this exclusion is to encourage major new capital investment within the extraterritorial environs of the City. Determination of qualifications for this exclusion shall be made by the City Manager upon petition by Company and presentation of all pertinent data.

Company shall notify the City Manager of its intention to claim an exclusion at least one hundred twenty (120) days prior to the end of the calendar year prior to the year in which the exclusion will take place. Subject to the upper and lower limitations on payments set out in Article I 4 (b) hereof, Company agrees that to whatever extent that the non-excluded plant's assessed value on realty improvements is reduced for whatever reason (excepting from fire, explosion, or other casualty or accident or from any natural disaster), an equivalent amount (dollar for dollar) of assessed value on realty improvements of the excluded facilities shall be

deemed for the purposes of this Agreement to lose its exclusion for the current year and accordingly shall be deemed to be included in the non-excluded plant's total assessed value and payments shall be calculated and made by Company thereon to City for the subsequent year, however, in no event shall the offset exceed the fair market value of the realty improvements that would otherwise be excluded. Company agrees to provide the City Manager with all the information necessary for the City Manager to determine whether the expenditure by the Company is qualified for exclusion.

The exclusion shall commence the first calendar year following the completion of construction and it shall be in the amount of 100% for the first, second and third years, 75% of value for the fourth and fifth years, and 50% of value for the remaining years of this contract. The governing body of the City of Beaumont will consider any other exclusions on a case by case basis.

2. In determining the assessed value of the Company's facilities, there is also to be excluded therefrom the value of incomplete construction also known as construction in progress. This exclusion applies to new and distinct plant facilities or modernization of or additions to present facilities as specified in item (1) above, regardless of whether such will significantly increase the assessed values of Companies properties.

3. If a question arises relating to the exclusion amount, payment shall be made based on the last certified assessed value, without the questioned exclusion. An adjustment to the payment, if any, shall be made following resolution of the question. The determination concerning whether a capital expenditure by Company is qualified for exclusion hereunder shall be made by the City Manager. Any appeal of the decision of the City Manager shall be made in

writing to the City Council within fifteen (15) days of the decision of the Manager. The decision of the City Council shall be final.

ARTICLE XI

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 10 pages is executed in duplicate counterparts as of this _____ day of _____, 2016.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

EXXONMOBIL OIL CORPORATION

By: _____

ATTEST:

February 2, 2016

Consider a resolution authorizing the City Manager to execute an Industrial District Contract with Coastal Caverns, Inc.

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider authorizing the City Manager to execute an Industrial District Contract with Coastal Caverns, 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.

This new contract with Coastal Caverns, Inc., 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 \$181,700.

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 Coastal Caverns, 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 2nd day of February, 2016.

- 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 Coastal Caverns, Inc., its parent, subsidiaries and affiliates, hereinafter called "COMPANY."

PREAMBLE

WHEREAS, Company leases land and owns 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 Agreement, 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 Agreement. (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) Annually the payment will be due February 1st. The payment for 2016 shall be due and payable no more than 90 days following execution of the agreement. The 2016 payment is calculated as follows:

Assumed City Taxes Due:

Assessed Value / 100 X Current City Tax Rate = Assumed City Tax Due

Year 1, 100% of Assumed City Taxes Due = 2016 Payment

Each October, 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 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 in question and an adjustment for the payment, with interest as specified in Section 42.43 of the Texas Property Tax Code for interest on tax refunds, will be made within thirty (30) days following such resolution. Should such final resolution increase the value of Company's properties, the Company's liabilities shall be calculated based on the final determination of value and Company shall pay within 30 days following such resolution the increased amount due to the City under their agreement plus interest from the date such payment should have been made to City under their Agreement. Interest shall be calculated in accordance with the tax code provisions for interest as calculated in Section 42.43 of the Texas Property Tax Code.

(b) After the assessed value of the Company's properties has been determined, the value of the property shall be calculated in accordance with the following schedule:

The 2016 through 2018 payment shall be 80% of assumed City taxes due.

The 2019 through 2022 payment shall be 75% of assumed City taxes due.

(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, reasonable 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 for the tax year in which payment was not timely made had Company been in the City limits of City will be recaptured and paid to the City within 60 days of any such event. Should Company not pay an annual payment on or before the due date, such payment shall not be subject to the recapture provision until thirty (30) days have elapsed from and after written notice provided to the Company by City in the manner set out in this Agreement.

(d) Any abatements requested by Company on future capital investments will be considered on a case by case basis by the governing body of the City of Beaumont.

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

(a) 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 Agreement, no such sale shall reduce the amount due the City under this Agreement until the purchaser of such facility has either assumed the Company's obligation under this Agreement or entered into a written agreement with the City assuming all obligations of Company in this Agreement. 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.

(b) Assignment. Company shall have the right to assign, transfer or convey all, or any part of, its rights, title and interest in this 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 during the term 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 the 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

CLOSURE OF FACILITY

Company shall notify City of any plans to permanently close Company's facility at least nine months prior to the end of the calendar year. Permanent closure of Company's facility shall terminate Company's obligation to make payments in lieu of tax under this Agreement effective January 1 of the year immediately following Company's timely notification to the City that it intends to permanently close the facility. It is the intent of the Parties that no payment of an in lieu of amount would be due in February of the year immediately following the year in which Company notified City of its intent to permanently close the facility so long as notification of such closure is given to the City at least nine months prior to the end of the calendar year.

ARTICLE V

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 VI

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

TO COMPANY

Steve Barth CEO
Coastal Caverns, Inc.
2925 Richmond Ave, 11th Floor
Houston, Texas 77098

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 10 pages, is executed in duplicate counterparts as of this _____ day of _____, 2016.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

COASTAL CAVERNS, INC.

By: _____

ATTEST:

February 2, 2016

Consider amending Section 14.04.009 (h) of the Code of Ordinances to allow for the sale, consumption and possession of alcoholic beverages at the Beaumont Botanical Gardens located at Tyrrell Park



TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: February 2, 2016

REQUESTED ACTION: Council consider amending Section 14.04.009 (h) of the Code of Ordinances to allow for the sale, consumption and possession of alcoholic beverages at the Beaumont Botanical Gardens located at Tyrrell Park.

BACKGROUND

On July 28, 2015 the City Council approved ordinance 15-026 which allowed for alcohol to be sold, consumed, and possessed at any city park, so long as the use of alcohol was in conjunction with a city-sponsored event.

The proposed amended ordinance would allow for the sale, consumption, and possession of alcoholic beverages at the Beaumont Botanical Gardens located within Tyrrell Park.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

(h) Alcoholic beverages. No person shall sell, consume or possess any alcoholic beverage within any park of the city. The prohibition against sale, consumption or possession of alcoholic beverages shall not apply as follows:

(1) Within Riverfront Park so long as the sale is to, and possession and consumption is by, persons who are attending functions which are sponsored by groups or organizations and which are held in conjunction with the rental and use of facilities controlled by the Civic Center complex.

(2) Within the clubhouse of the Henry Homberg Golf Course or on the golf course itself, pursuant to the authorized sale of alcoholic beverages by the golf course operators;

(3) Within any city park, so long as the sale, consumption, and possession of alcohol is only by and/or as a result of the purchase, dispensing or being given in conjunction with a city-sponsored event.

(4) Within the facilities and grounds located at the Beaumont Botanical Gardens.



Beaumont Council of Garden Clubs • 6088 Babe Zaharias Dr. • Beaumont, Texas 77705
A non profit tax exempt organization dedicated to horticultural education in the community.
(409) 842-3135

CONTACT INFORMATION

Beaumont Council of Garden Clubs

Alice Hammerling-Treasurer

6088 Babe Zaharias Dr.

Beaumont, Texas 77705

Alice-409-866-2231 or 409-782-5278

Beaumont Botanical Gardens-409- 842-3135

Home To

Warren Loose Conservatory • Bert & Jack Binks Horticultural Center • Garden Center Meeting Facility • Various Theme Gardens

All contributions are deductible for income and estate tax purposes. Member of the American Association of Botanical Gardens and Arboreta.



Coastal Bend Beaumont Office
3535 Calder Avenue, Suite 238
Beaumont, Texas 77706
409-838-9040

Landlord's Approval Form for Temporary License/Permits
(If a diagram is required, please complete the back of this form)

Description of Event:

Fund Raiser "Hot Tropics"

Date(s) & Time(s):

2/13/2016 from 6:30 pm to 10 pm

Address, City & County:

6088 Babe Zaharias Dr, Beaumont, Tx 77705, Jefferson County

Property Owner's Name:

City of Beaumont

As the landlord of the above mentioned property, I hereby grant permission to sell/serve alcoholic beverages for the above event.

Landlord's Signature: _____

Date Signed: _____

Permits/Licenses are issued between the hours of 8am – 12pm & 1pm – 5pm, Monday - Friday

***PLEASE NOTE:** A refund will not be issued for surrender or non-use of a temporary license or permit*

If you have any questions please contact Rhonda Ducre Flanagan at the TABC Beaumont Office at
409-898-3116 ext. 1401

+

date 1/21/16 No. 764957

received from Prnt. Co. of Garden Clubs \$ 202.00

amount Two hundred sixty two + 00/100 dollars

for payment of Temp TB

cash
 money order
 credit card
 check # 5493

amount due	
amount paid	0
balance	

from Wexver's License Service to _____

signature [Signature]

 88SWS

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 14, SECTION 14.04.009(h) OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, TO ALLOW FOR THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES AT THE BEAUMONT BOTANICAL GARDENS LOCATED AT TYRRELL PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 14, Section 14.04.009, Section 14.04.009(h) of the Code of Ordinances be and the same is hereby amended by adding Subsection 14.04.009(h)(4) to read as follows:

Sec. 14.04.009 Behavior

- (h) Alcoholic beverages. No person shall sell, consume or possess any alcoholic beverage within any park of the city. The prohibition against sale, consumption or possession of alcoholic beverages shall not apply as follows:
 - (4) Within the facilities and grounds of the Beaumont Botanical Gardens located at Tyrrell Park.

Section 2.

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

Section 3.

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

Section 4.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 2nd day of February, 2016.

- Mayor Becky Ames -