



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 23, 2016 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – February 16, 2016
- * Confirmation of committee appointments

Carrie May would fill the unexpired term of Cindy Meyers, Humane Society Representative on the Animal Health Advisory Committee. The term would commence February 23, 2016 and expire September 30, 2017. (Mayor Becky Ames)

- A) Authorize the City Manager to renew the loan agreement with the National Museum of The United States Air Force

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Carrie May is appointed to the Animal Health Advisory Committee to fill the unexpired term of Cindy Meyers. The term will commence February 23, 2016 and expire September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of February, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Ryan Slott, Parks and Recreation Director

MEETING DATE: February 23, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to renew the loan agreement with the National Museum of The United States Air Force.

BACKGROUND

In 1992, the United States Air Force loaned the City a jet to be used only for display purposes. The jet is located at Babe D. Zaharias Park. Department of Defense regulations require the Air Force to check each year on the status of the jet to be sure that it is being used as intended. The National Museum of the United States Air Force, which is now charged with the responsibility of verifying the status of the jet, is requesting that the loan agreement be renewed in accordance with the original terms of the loan and federal regulations.

The jet is an attractive addition to the park and staff wished to keep it there on display.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the resolution.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2016 LOAN AGREEMENT, SDA0282

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF BEAUMONT hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at BEAUMONT, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2016 and ending 31 March 2017. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2016.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower

agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Eighth Day of January, 2016 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USAF,
cn=OCHS.PATRICIA.A.1230366671
Date: 2016.01.28 11:00:52 -05'00'

By: PATRICIA OCHS
Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2016, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____ Fax Number: _____

Email: _____

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 the necessary documents to renew the loan agreement with the National Museum of the United States Air Force for the jet on display at Babe D. Zaharias Park.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of February, 2016.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 23, 2016 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a Specific Use Permit to allow a church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road
2. Consider a request for a Specific Use Permit to allow a single family residence in the CBD (Central Business District) at 595 Park Street

WORK SESSION

- * Review and discuss the issuance of General Obligation Refunding Bonds, Series 2016
3. Consider an ordinance authorizing the issuance of City of Beaumont, Texas, General Obligation Refunding Bonds, Series 2016 and authorizing the Mayor or City Manager and Chief Financial Officer to approve the amounts, interest rates, prices, and terms thereof for the series and to execute all documents related to the sale of the Bonds

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:

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

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 23, 2016

Consider a request for a Specific Use Permit to allow a church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: February 23, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road.

BACKGROUND

Ridgewood Church of Christ would like to relocate their congregation to the property at 9195 Dishman Road. This property was under construction to be used as the YMCA, but the project was abandoned due to a lack of funds.

The church provides weekly classes, annual workshops, lectures and retreats, vacation bible school, and elderly outreach. Upon relocation to the Dishman property, the church plans to provide a number of new ministries such as Mother's Day Out and youth activities. A waiver is requested for any additional screening or landscape buffers.

At a Joint Public Hearing held on February 15, 2016, the Planning Commission recommended 10:0 to approve a Specific Use Permit to allow a church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District with the following condition:

1. Waiver to any additional screening or landscaping buffers until the adjacent residential properties are developed.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance subject to the following condition:

1. Waiver to any additional screening or landscaping buffers until the adjacent residential properties are developed.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Ridgewood Church of Christ

APPLICANT'S ADDRESS: 2455 Commerce Street, Beaumont, TX 77703

APPLICANT'S PHONE #: (409) 892-7063 ⁵⁰⁴⁻¹⁹⁶¹ FAX #: (409) 892-7068

NAME OF OWNER: A. Huston Properties LLC (James C. Broussard)

ADDRESS OF OWNER: P.O. Box 311, Beaumont, TX 77704

LOCATION OF PROPERTY: 9195 Dishman Road, Beaumont, TX 77706

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

NUMBER OF ACRES _____ NUMBER OF ACRES _____

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

PROPOSED USE: CHURCH ZONE: RN-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.....	<u>\$650.00</u>

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: Donnie Landrum (Elder) DATE: 1/26/16

SIGNATURE OF OWNER: James C. Broussard (IF NOT APPLICANT) DATE: 1/26/16

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:

The Ridgewood church of Christ has been a participating member of the Beaumont community for the past 57 years. A congregation of 60 Christians began meeting in a building at 2520 Gulf Street in April of 1947. In order to serve the growing needs of the area, in 1958 they purchased the property and constructed the present building located on 2245 Commerce Street. This location was chosen because it was at that time an area in Beaumont which was growing rapidly.

During these past six decades the members of the Ridgewood congregation have done many things to serve the needs of people in this area. As a church we are certainly concerned about the spiritual welfare of others. Thus, we provide a safe and friendly place for people to come together to worship God and to learn His will for our lives. For a number of years the Ridgewood building served as the site for the Beaumont Christian School. This school was started so the educational needs of our children and the children of families in the surrounding neighborhoods could be met in a Christian environment.

We also have many spiritual outreaches into our community. We provide weekly classes, and annual workshops, lectureships and retreats for the women of the congregation as well as other women from the community and area congregations who would like to attend. For a number of years the Ridgewood congregation's Vacation Bible School has been the envy of many churches. During this week every summer we provide an amazing setting in which the children of the community can be impacted as they learn Bible stories which will help them in their homes, schools and lives. We also have a ministry which each week provides spiritual support to the elderly who live at *Summer Place* on Major Drive.

Besides spiritual needs, we also strongly believe in supporting the physical needs of others. We currently support with food, clothes, toys, and fun activities the women and their children at the Women & Children's Shelter on Corley Street. Also, during the time following the devastation caused by hurricanes Ike and Rita, the Ridgewood church of Christ provided assistance for those in need. After Ike, we provided meals in Bridge City for more than 500 people twice a day for over 6 weeks. We also provided over a million dollars in appliances and furnishings for those who suffered such tremendous losses during these disasters. Due of our proximity to the Salvation Army shelter, we currently provide thousands of dollars each year in support of the homeless who come to us for help.

We do not see our desire to serve the spiritual and physical needs of the community changing when we move to the new location on Dishman Road. We will continue to provide an excellent facility where there will be opportunities for families to come and receive instruction and fellowship to help meet their spiritual needs. Because this community has a younger demographic, we are planning on providing additional ministries to help support these families. These ministries would include, but are not limited to; Mothers' Day Out programs, many youth activities throughout the year, supporting the spectators and participants at the many sport activities in the area with free refreshments, parking, etc.

In other words, we simply want to be seen as a new family who has moved into the area and desires to get along with our new neighbors and serve the community as best as we can.

There is a consideration which has been brought to our attention. This is in regards to Section 28.04.00⁶ of the Zoning Ordinance. This relates to "screening" between our building and our neighbors. We request that this portion of that ordinance be waived for the following three reasons. First, there already exist a wall around the Meadows West community which is our neighbors to the west of our building. It seem superfluous for us to add a screening wall around that side of our property since there is a wall already in place. Second, prior to our purchase of the former YMCA building, there were no walls around the property. We believe that they were in compliance to all zoning ordinances. Therefore, they must have received some variance which allowed them build on this property without needing to erect any screening buffers. We are asking for the board to give us the same consideration. Third, and most importantly, we believe that these barriers send the wrong message to our new neighbors. We do not want there to be any walls between us and them. Openness and friendliness are hallmarks of the Ridgewood congregation. Creating these artificial boundaries stands in the way of the message we are seeking to convey.

Sincerely,

Section 28.04.001

Point #1: We are in the process of renovating the property at 9195 Dishman Road which has been vacate since 2009. A church will be compatible with the neighborhood and surrounding area and should increase property values over the existing structure.

Point #2: By granting the specific use permit the neighborhood would be enhanced by the Completion of the existing building and would illuminate an eye sore therefore making the neighborhood more appealing for growth.

Point #3: All necessary drainage, utilities and access roads are in place from existing construction. They were installed and inspected by the city during the YMCA construction.

Point #4: Driveways and entrance locations are already in place from existing construction and have been approved by the city during YMCA construction 2008-2009

Point #5: During construction all necessary steps will be taken to limit offensive odors, fumes, and noise since most of the construction that requires heavy machinery has already been completed, the chance of excessive noise or vibrations would be held to a minimum.

Point #6: Light poles and perimeter lighting in the most part have already been installed. There for the location and type were on the original 2008-9 construction print and permitted by the city.

Point #7: Landscaping and screening on new construction prints will be accordance with the city of Beaumont's codes. Landscaping of new building should enhance and blend with surrounding neighborhood.

Point #8: Will make every effort to comply with all necessary ordinances and city codes. Complying with the Comprehensive plan will be of utmost importance.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH IN AN RM-H (RESIDENTIAL MULTIPLE FAMILY DWELLING-HIGHEST DENSITY) DISTRICT AT 9195 DISHMAN ROAD IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Ridgewood Church of Christ has applied for a specific use permit to allow a church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road, 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 church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road, with a waiver to any additional requirements for screening or landscaping buffer until such time that the adjacent residential properties are developed; 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 church in an RM-H (Residential Multiple Family Dwelling-Highest Density) District at 9195 Dishman Road, as shown on Exhibit

"B," is hereby granted to Ridgewood Church of Christ, its legal representatives, successors and assigns, as shown on Exhibit "C," attached hereto and made a part hereof for all purposes, with a waiver to any additional requirements for screening or landscaping buffer until such time that the adjacent residential properties are developed.

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 23rd day of February, 2016.

- Mayor Becky Ames -

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

Being an 8.000 acre tract of land lying in the ALMONZER HUSTON LEAGUE, Abstract No. 33 in Jefferson County, Texas, being out of and a portion of that certain 17.449 acre tract of land described in an instrument to A. Huston Properties, LLC of record in County Clerk's File No. 201501838 of the Official Public Records of Jefferson County, Texas, said 8.000 acres being more particularly described as follows:

BEGINNING at a Capped Rod found marking the South right-of-way line of Dishman Road (a 60' wide public roadway), the Northeast corner of that certain 1.719 acre tract of land designated by JCAD Account No. 240632 in the name of Houston A. Properties in the Jefferson County Appraisal District office, the Northwest corner of the said 17.449 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87°08'41" E with the South line of the said Dishman Road, the North line of the said 17.449 acre tract and the North line of the herein described tract **for a distance of 563.89'** to a Capped Rod found marking the Northwest corner of that certain 191.937 acre tract of land described in an instrument to Houston A. Properties of record in County Clerk's File No. 9829841 of the said Official Public Records, the Northeast corner of the said 17.449 acre tract and being the Northeast corner of the herein described tract;

THENCE S 02°56'12" E with the West line of the said 161.937 acre tract, the East line of the said 17.449 acre tract and the East line of the herein described tract **for a distance of 154.05'** to a Capped Rod found marking an angle point on the East line of the herein described tract;

THENCE S 15°29'06" W with the West line of the said 161.937 acre tract, the East line of the said 17.449 acre tract and the East line of the herein described tract **for a distance of 235.53'** to a Capped Rod found marking the beginning of a curve to the left;

THENCE along said curve to the left and with the West line of the said 161.937 acre tract, the East line of the said 17.449 acre tract and the East line of the herein described tract - a Radius of 770.00', a Chord bearing S 06°16'27" W, a Chord distance of 246.50' **for an Arc distance of 247.57'** to a Capped Rod found marking an angle point on the East line of the herein described tract;

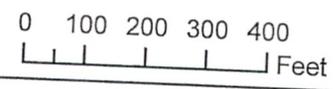
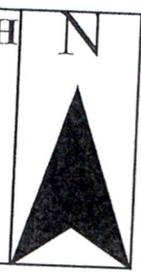
THENCE S 02°56'12" E with the West line of the said 161.937 acre tract, the East line of the said 17.449 acre tract and the East line of the herein described tract **for a distance of 68.96'** to a Capped Rod set marking the Southeast corner of the herein described tract;

THENCE S 87°03'48" W, over and across the said 17.449 acre tract and with the South line of the herein described tract **for a distance of 450.00'** to a Capped Rod set marking an angle point on a Southerly line of the said 161.937 acre tract and being the Southwest corner of the herein described tract;

THENCE N 02°56'12" W with a Southerly line of the said 161.937 acre tract, the East line of The Meadows Subdivision Phase One "A" West of record in County Clerk's File No.

2008040332 of the said Official Public Records, the East line of the said 1.719 acre tract and the West line of the herein described tract **for a distance of 690.60' to the point and place of beginning, containing in area, 8.000 acres of land, more or less.**

File 2253-P: Consider a request for a specific use permit to allow a church in RM-H
(Residential Multiple Family Dwelling - Highest Density).
Applicant: Ridgewood Church of Christ
Location: 9195 Dishman Road



Legend

- City Limits
- 2253P

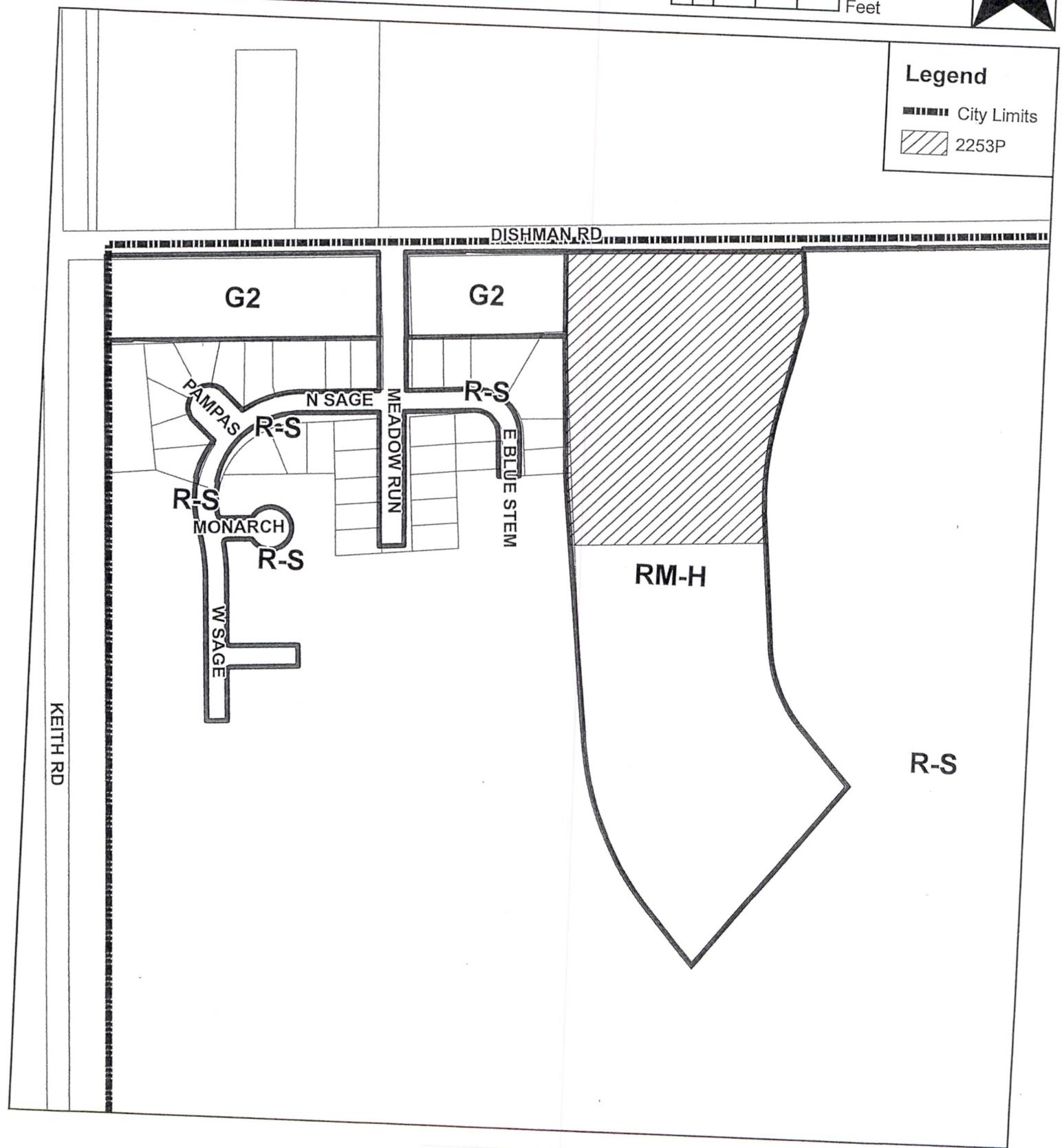


EXHIBIT "B"



Remainder of
A. Huston Properties, LLC
CCF # 201601848 OPLACT
(Called 17,449 Acres)

S 87°03'48" W 450.00'

Houston A Partnerships
CCF # 8422841 OPLACT
(Called 161,937 Acres)

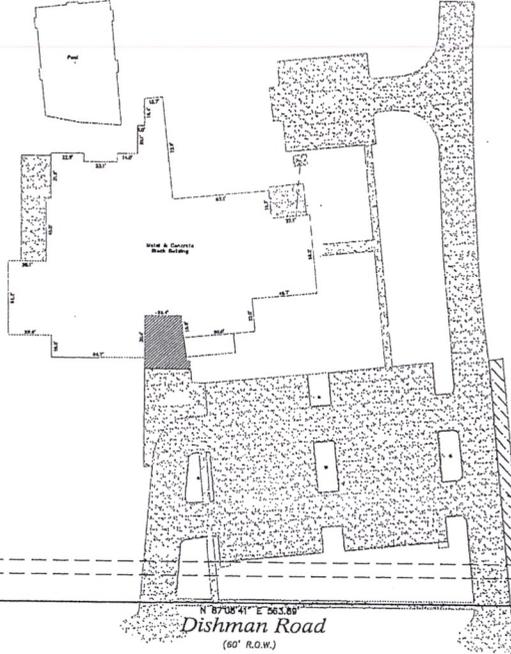
S 02°35'12" E 88.95'

Houston A Partnerships
CCF # 8422841 OPLACT
(Called 161,937 Acres)

N 02°24'12" W 850.00'

Curve #	Radius	Chord Bearing	Chord Length	Delta
1	770.00	S05°14'27"W	244.50	243.97
2	770.00	S05°14'27"W	244.50	243.97

Subject Tract
8,000 Acres



Houston A Partnerships
Preserv'd # 240632 JOAD
(Called 1,719 Acres)

15' Water Line Easement
CCF # 2009214782 OPLACT

10' General Utility Easement
CCF # 2008001069 OPLACT

City of Beaumont
20' Utility Easement
CCF # 2008001204 OPLACT

Dishman Road
(60' R.O.W.)

Set Point

**FINAL PLAT FOR
DISHMAN - RIDGEWOOD CHURCH OF CHRIST**
A. HUSTON PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY HEREBY ADOPTS AND APPROVES THIS MAP AND PLAT AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER THE NON-PREPARED EASEMENTS SHOWN BY SAID MAP AND PLAT AND DOES HEREBY REPOSE THEREON THE BASIC RESTRICTIONS, CONDITIONS, COVENANTS AND LIMITATIONS SHOWN THEREON.
EXECUTED THIS THE _____ DAY OF _____, 2016

BY: _____
JOSEPH BROUSSARD
THE STATE OF TEXAS
COUNTY OF JEFFERSON
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2016, BY JOSEPH BROUSSARD

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

**CITY PLANNING AND ZONING
COMMISSION APPROVAL**
THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.
IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS, THIS _____ DAY OF _____, A.D., 2016.

CHAIRMAN
ATTESTED AND APPROVED FOR ADMINISTRATION:
SECRETARY

- NOTES:**
1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRAVEL OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP, FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL NO. 48030G-030 C DATED NOVEMBER 20, 1991, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE C. FLOOD ZONE C IS DEFINED AS AREAS OF NORMAL FLOODING. ACCURACY OF SCALE OF SAID MAP.
 3. "0" DENOTES CONCRETE MONUMENT
 4. 1/2" CAPPED IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 5. ALL COORDINATES ARE REFERENCED TO THE NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, F4104 AND ARE TIED TO NGS MONUMENT JOAS 05 (PR: 81337).
 6. LOTS SHALL BE GRADED TO DRAIN TO STREETS. LOTS SHALL NOT DRAIN INTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
 7. ACCORDING TO CHAPTER 26-SUBDIVISION AND SITE DEVELOPMENT REGULATIONS, SECTION 26.04A SIDEWALKS - "IF THE LOT IS NOT DEVELOPED WITHIN FIVE (5) YEARS OF THE RECORDATION OF THE FINAL PLAT, THE CURRENT PROPERTY OWNER SHALL CONSTRUCT THE SIDEWALK."

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS, THAT I, MITCHELL LEE BRADON, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT COPIES MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE RULES FOR LAND SUBDIVISIONS BY THE CITY PLANNING COMMISSION OF THE CITY OF BEAUMONT AND I FURTHER CERTIFY THE TRACT OF LAND HEREIN PLATTED LIES WITHIN THE LIMITS OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

Preliminary Review
MITCHELL LEE BRADON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163

SUBSCRIBED AND SWORN TO BEFORE ME BY MITCHELL LEE BRADON, AND GIVEN UNDER MY SEAL OF OFFICE THIS _____ DAY OF _____, 2016

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2016, AT _____ O'CLOCK _____ M., IN CLERK'S FILE NO. _____ OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS WITNESS MY HAND AND SEAL OF OFFICE AT _____ THE DAY AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____



VICINITY MAP
N.T.S.

FIELD NOTE DESCRIPTION

Being an 8,000 acre tract of land lying in the ALMONZER HUSTON LEAGUE, Abstract No. 33 in Jefferson County, Texas, being out of and a portion of that certain 17,449 acre tract of land described in an instrument in A. Huston Properties, LLC of record in County Clerk's File No. 201601848 of the Official Public Records of Jefferson County, Texas, said 8,000 acres being more particularly described as follows:

BEGINNING at a Capped Rod found marking the South right-of-way line of Dishman Road (in 80' wide public roadway), the Northwest corner of that certain 1,719 acre tract of land designated by CJOAD Account No. 240632 in the name of Houston A. Properties in the Jefferson County Appraisal District office, the Northwest corner of the said 17,449 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87°03'41" E with the South line of the said Dishman Road, the North line of the said 17,449 acre tract and the North line of the herein described tract for a distance of 583.85' to a Capped Rod found marking the Northwest corner of that certain 161,937 acre tract of land described in an instrument in Houston A. Properties of record in County Clerk's File No. 8282841 of the said Official Public Records, the Northwest corner of the said 17,449 acre tract and being the Northwest corner of the herein described tract;

THENCE S 02°35'12" E with the West line of the said 161,937 acre tract, the East line of the said 17,449 acre tract and the East line of the herein described tract for a distance of 154.00' to a Capped Rod found marking an angle point on the East line of the herein described tract;

THENCE S 15°29'08" W with the West line of the said 161,937 acre tract, the East line of the said 17,449 acre tract and the East line of the herein described tract for a distance of 235.53' to a Capped Rod found marking the beginning of a curve to the left;

THENCE along said curve to the left and with the West line of the said 161,937 acre tract, the East line of the said 17,449 acre tract and the East line of the herein described tract - a distance of 770.00', a Chord bearing S 02°14'27" W, a Chord distance of 244.50' for an arc distance of 247.27' to a Capped Rod found marking an angle point on the East line of the herein described tract;

THENCE S 02°24'12" E with the West line of the said 161,937 acre tract, the East line of the said 17,449 acre tract and the East line of the herein described tract for a distance of 85.85' to a Capped Rod found marking the Southeast corner of the herein described tract;

THENCE S 87°03'48" W, over and across the said 17,449 acre tract and with the South line of the herein described tract for a distance of 450.00' to a Capped Rod set marking an angle point on a Southerly line of the said 161,937 acre tract and being the Southeast corner of the herein described tract;

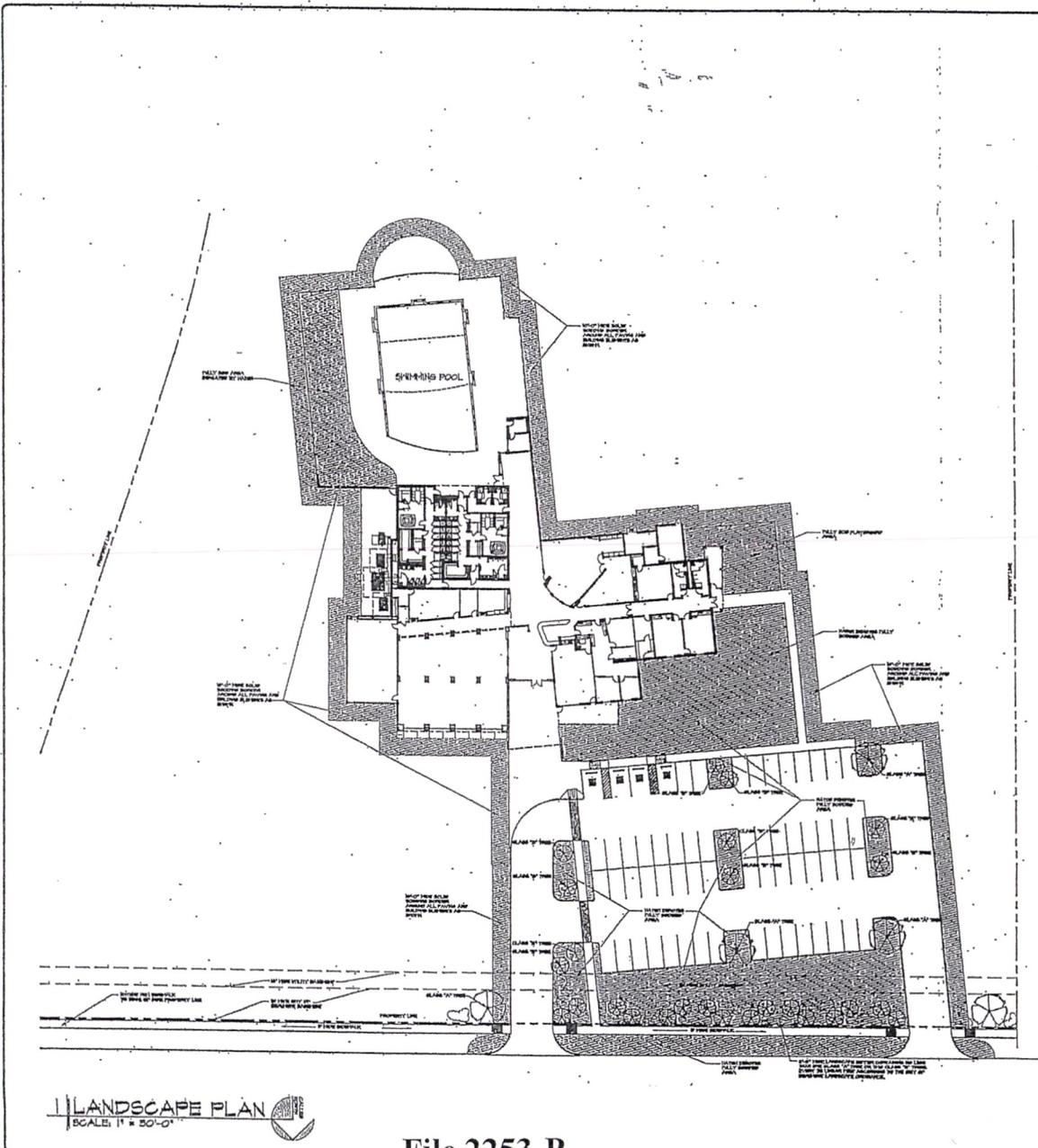
THENCE N 02°24'12" W with a Southerly line of the said 161,937 acre tract, the East line of the Meadows Subdivision Phase One "A" Plat of record in County Clerk's File No. 200801032 of the said Official Public Records, the East line of the said 17,449 acre tract and the West line of the herein described tract for a distance of 685.00' to the point end place of beginning, containing in area 8,000 acres of land, more or less.

MINOR PLAT
FOR
**Dishman - Ridgewood
Church of Christ**
OUT OF:
ALMONZER HUSTON LEAGUE-ABSTRACT 33
JEFFERSON COUNTY, TEXAS

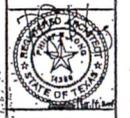
JANUARY 2016

<p>OWNERSHIP OF DOCUMENTS</p> <p>THIS DOCUMENT AND THE DEAS AND DEASONS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE OF THE PROPERTY OF FITZ & SHIPMAN, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FITZ & SHIPMAN, INC.</p> <p>Prepared By: JLB PLAT DATE: JANUARY 21, 2016 JOB # 100079010</p>	<p>Fitz & Shipman INC. Consulting Engineers and Land Surveyors 1405 CONSTITUTION COURT BEAUMONT, TEXAS (409)832-7223 FAX (409)832-7503 8324 2nd Floor</p>
--	--

EXHIBIT "C"



PHILIP B. LIND, A.L.A. • KIMBERLY A. LING • JENNIFER M. WILSON
 LANDSCAPE ARCHITECTS, P.C.
 1405 WEST 21ST STREET
 BEAUMONT, TEXAS 77705
 PHONE: (409) 898-3447
 FAX: (409) 898-3482



**NEW WESTEND
 YMCA FACILITY**
 BEAUMONT, TEXAS

OWNERSHIP OF
 DOCUMENTS
 THE ISSUANCE OF THESE PLANS
 REPRESENTS AN ASSUMPTION OF
 RESPONSIBILITY FOR THE ACCURACY
 OF THE INFORMATION CONTAINED
 HEREIN. THE USER OF THESE
 PLANS SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM
 THE APPROPRIATE AGENCIES.
 LANDSCAPE ARCHITECTS, P.C.

ISSUE DATES
 BOOK 1 CONSTRUCTION
 OCTOBER 24, 2008

JURW/PBL

A105
 SHEET NO.
 FILED 25/08/08/08/08
 LANDSCAPE PLAN

- LANDSCAPING GENERAL NOTES:**
1. A COMPLETE AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED THAT WILL PROVIDE COMPLETE COVERAGE OF REQUIRED SCREENING LANDSCAPED AREAS PER THE CITY OF BEAUMONT LANDSCAPE ORDINANCE.
 2. AN IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR FINAL BUILDING INSPECTION.
 3. STATE LAW REQUIRES INSTALLATION BY A LICENSED IRRIGATOR.

LANDSCAPE PLAN
 SCALE: 1" = 50'-0"

File 2253-P

1. Waiver to any additional screening or landscaping buffers until the adjacent residential properties are developed.

February 23, 2016

Consider a request for a Specific Use Permit to allow a single family residence in the CBD (Central Business District) at 595 Park Street

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: *CJB*
Chris Boone, Planning & Community Development Director

MEETING DATE: February 23, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a single family residence in the CBD (Central Business District) at 595 Park Street.

BACKGROUND

Tom Broussard would like to renovate the property located at 595 Park Street into a single family dwelling with guest quarters, for his personal use. This structure was previously a satellite drive-through teller for a bank. Mr. Broussard will be removing quite a bit of concrete to create a yard, and converting the drive-through itself into the guest quarters, garages, and a covered patio.

At a Joint Public Hearing held on February 15, 2016, the Planning Commission recommended 10:0 to approve a Specific Use to allow a single family residence in the CBD (Central Business District) at 595 Park Street.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Tom Broussard

APPLICANT'S ADDRESS: 2000 McFADDIN AVE. BEAUMONT, TX 77701

APPLICANT'S PHONE #: (409) 832-1621 FAX #: (409) 835-5334

NAME OF OWNER: Broussard's Mortuary, Inc.

ADDRESS OF OWNER: P.O. Box 5507, Beaumont, Texas 77726

LOCATION OF PROPERTY: 595 Park Street, Beaumont, Texas 77701

tom@broussards1889.com

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 331, 332, 333, & 339 OR TRACT _____

BLOCK NO. 51 PLAT _____

ADDITION Original Townsite of Beaumont SURVEY _____

NUMBER OF ACRES 0.6887 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: Residence ZONE: Central Business District

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

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

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

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

ATTACH THE APPROPRIATE APPLICATION FEE:

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

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

SIGNATURE OF APPLICANT: [Signature] DATE: _____

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.

Broussard's Mortuary, Inc.
595 Park Street
Beaumont, Texas 77701

20 January 2016

City of Beaumont
Planning Division
801 Main Street, Room 201
Beaumont, Texas 77701

ATTN.: Chris Boone
Director of Planning and Community Development

REF.: Specific Use Permit
595 Park Street
A Portion of Block 51
Original Townsite of Beaumont

Dear Mr. Boone:

Please find attached the Specific Use Permit Application along with a site plan and the fee for the above referenced tract.

We propose to renovate the property located at 595 Park Street to be used as a residence. The following comments address the eight conditions as required by the City's Specific Use Permit:

- The proposed renovations to the existing structures will enhance the sites curb appeal and 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 establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property. The proposed use is to renovate the existing building and associated structure and to beautify the remainder of the site. Additionally, there are no vacant lots in the proximity of this tract.
- There are existing and adequate utilities, access roads, drainage and other necessary supporting facilities currently present at the site. The site fronts Park Street to the West, and is bordered by Fannin Street to the South, both of which provide adequate means of ingress and egress, as well as drainage. All required utilities are currently in place.

- As shown on the attached site plan, the design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development. We propose to use the existing driveways as well as one (1) additional driveway onto Park Street. As this is a proposed residence, daily traffic flow is expected to be low with minimal impact to the immediate vicinity.
- There will be no offensive odor, fumes, dust, noise or vibration caused by the proposed use of this site as a residence.
- All proposed onsite lighting will be direct in nature so as not to disturb or adversely affect neighboring properties.
- Since this will be a private residence within the Downtown community, landscaping and screening will be provided to insure harmony and compatibility with the adjacent properties as well as to provide a sense of privacy for the subject site. As shown on the site plan, a combination of vegetative, wrought iron and wooden privacy fences will be utilize to provide for perimeter screening.
- The proposed use is in accordance with the Comprehensive Plan and will further the City's quest to revitalize the downtown area into a thriving social area.

If you have any questions or need additional information please contact me at 832-1621.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Broussard", with a large, stylized flourish at the end.

Tom Broussard

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A SINGLE FAMILY RESIDENCE IN THE CBD (CENTRAL BUSINESS DISTRICT) AT 595 PARK STREET IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Tom Broussard has applied for a specific use permit to allow a single family residence in the CBD (Central Business District) at 595 Park Street, being Lots 331-333 & 339, Block 51, Original Townsite of Beaumont, Beaumont, Jefferson County, Texas, containing 0.6887 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 single family residence in the CBD (Central Business District) at 595 Park Street; 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 single family residence in the CBD (Central Business District) at 595 Park Street, as shown on Exhibit "A," and is hereby granted to Tom Broussard, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

Section 2.

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

Section 3.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of February, 2016.

- Mayor Becky Ames -

File 2254-P: Consider a request for a specific use permit to allow a single family residence in the CBD (Central Business District).

Applicant: Tom Broussard

Location: 595 Park Street

N

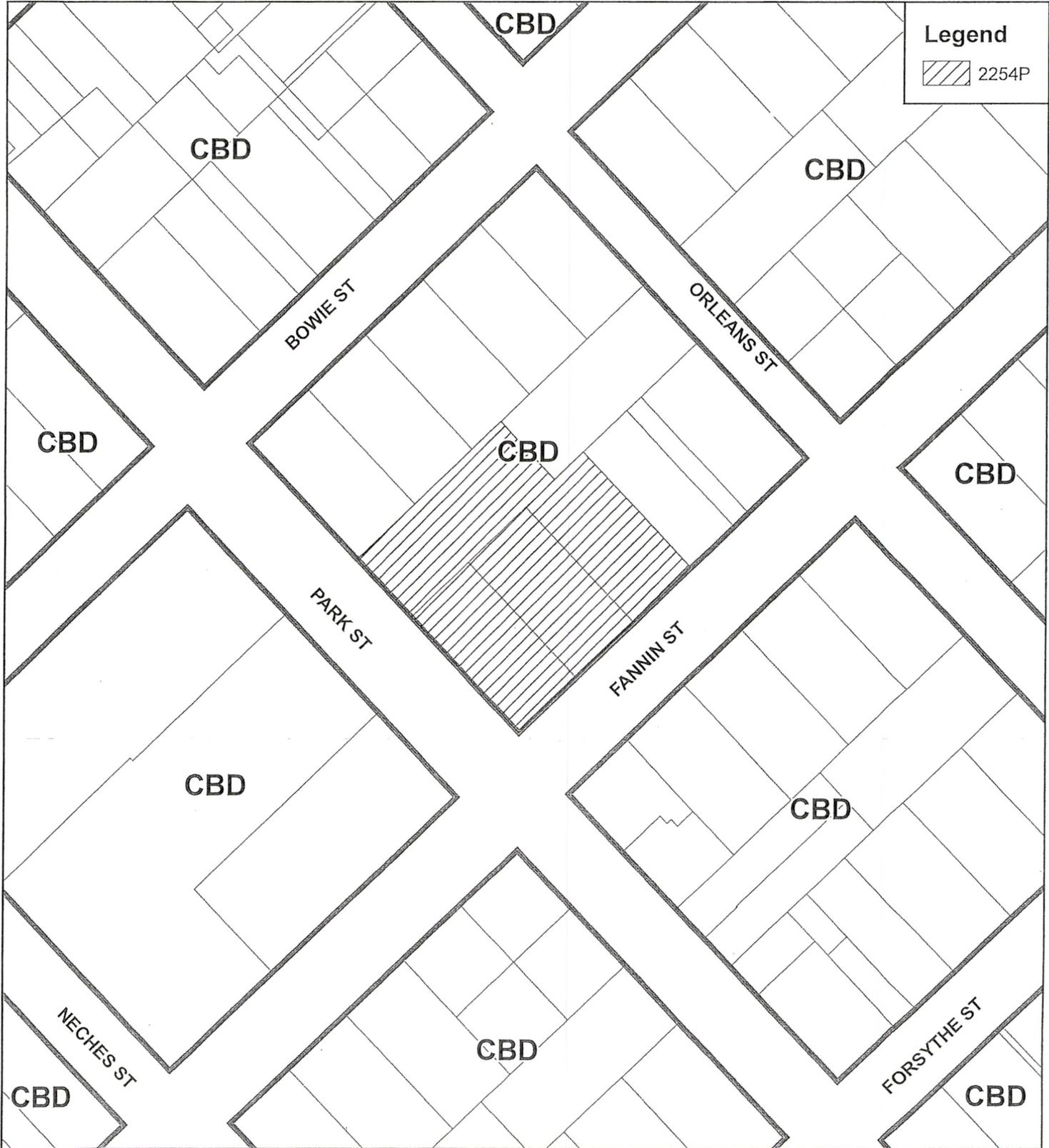
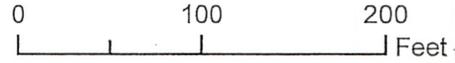
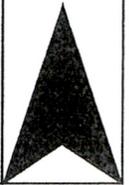


EXHIBIT "A"

WORK SESSION

- * Review and discuss the issuance of General Obligation Refunding Bonds, Series 2016

February 23, 2016

Consider an ordinance authorizing the issuance of City of Beaumont, Texas, General Obligation Refunding Bonds, Series 2016 and authorizing the Mayor or City Manager and Chief Financial Officer to approve the amounts, interest rates, prices, and terms thereof for the series and to execute all documents related to the sale of the Bonds



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY:  Laura Clark, Chief Financial Officer

MEETING DATE: February 23, 2016

REQUESTED ACTION: Council consider an ordinance authorizing the issuance of City of Beaumont, Texas, General Obligation Refunding Bonds, Series 2016 and authorizing the Mayor or City Manager and Chief Financial Officer to approve the amounts, interest rates, prices, and terms thereof for the series and to execute all documents related to the sale of the Bonds.

BACKGROUND

Historically, when the City issued or refunded revenue bonds, the sale would take place on a Monday in order to bring the transactions forward at the City Council meeting the following day. With the quickly changing financial markets, the most favorable time to enter the market may not be the day before a City Council meeting. Instead the ability of a local government to time its entry into the financial markets and thereby obtain the best borrowing terms can significantly impact the borrowing costs. Section 1207.007 Texas Government Code allows a City to enter into the bond market at any time in accordance with parameters established and approved by the City Council. Through a parameter bond ordinance, a Council delegates final pricing authority to a Pricing Officer, usually the Mayor or City Manager and/or City Manager's Designee, and establishes and approves bond sale parameters such as maximum interest rate, minimum savings threshold for refunding, maximum aggregate principal amount of issue, final maturity date and expiration of delegated authority which is normally six (6) months. The Pricing Officer can only approve the sale if all parameters are met. This results in flexibility such that the bond issue may be priced at any time and in an interest rate environment that is advantageous to the City rather than being locked into pricing on the date of the Council meeting.

The proposed parameters included in the proposed ordinance for Series 2016 as described above, includes:

Delegated Pricing Officers: Mayor or City Manager and Chief Financial Officer

Maximum Principal Amount Series 2016: \$53 million

Interest Rate: Not greater than 6% per annum

Minimum Savings Threshold: 3.5% present value savings

Expiration of Parameter Authority: August 23, 2016

Interest will be payable semiannually in March and September beginning September 2016.

FUNDING SOURCE

Principal and interest is paid from the Debt Service Fund.

RECOMMENDATION

Approval of ordinance.

Obligations to be refunded; and,

WHEREAS, the Council hereby finds and determines that the City is a public purpose entity and it is the best interests of the City to (1) issue the Bonds with such terms to be included in a pricing certificate (the "Officer's Pricing Certificate") to be executed by the Pricing Officer, and (2) refund the Refunded Obligations in order to achieve a net present value debt service savings and that such benefit is sufficient consideration for the refunding of the Refunded Obligations, with such savings, among other information and terms to be included in the Officer's Pricing Certificate, all in accordance with the provisions of Chapter 1207, Texas Government Code, as amended; and,

WHEREAS, the Council hereby finds that it may purchase a credit agreement in the form of a municipal bond insurance policy or policies with respect to the Bonds if it deems such purchase is cost effective; and,

WHEREAS, the City is a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of more than 50,000 and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation;

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

1. Findings and Determinations. It is hereby found and determined that the matters and facts contained in the preamble to this Ordinance are hereby found to be true and correct.
2. Definitions. Throughout this ordinance the following terms and expressions as used herein shall have the meanings set forth below:

The term "Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the City and DTC.

The term "Bond Insurer" shall mean, if any, a third party financial institution that provides a credit agreement in the form of a municipal bond insurance policy, as determined in the Officer's Pricing Certificate.

The term "Bond Register" shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The terms "Bonds" shall mean THE CITY OF BEAUMONT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016.

The term "Business Day" shall mean any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar or Bond Insurer, if any, is located, are authorized or required by law or executive order to close, or a legal holiday.

The term "City" shall mean The City of Beaumont, Texas.

The term "Closing Date" means the date of the initial delivery of and payment for the Bonds.

The term "Code" means the Internal Revenue Code of 1986, as heretofore and hereafter amended.

The term "Comptroller" means the Comptroller of Public Accounts of the State of Texas.

The term "DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "Insured Bonds" shall mean the Bonds during the time period in which the payment of principal and interest in connection with such bonds is guaranteed by the Insurer.

The term "Interest Payment Date", when used in connection with any Bond, shall mean September 1, 2016 and each March 1 and September 1 thereafter until maturity or earlier redemption of such Bond.

The term "Issuer" shall mean the City.

The term "MSRB" shall mean the Municipal Securities Rulemaking Board.

The term "Officer's Pricing Certificate" shall mean a certificate or certificates to be signed by the Pricing Officer pursuant to Section 5 hereof and delivered to the City Clerk, in substantially the forms attached hereto as Exhibit D.

The term "Ordinance" as used herein and in the Bonds shall mean this ordinance authorizing the Bonds and all amendments and supplements hereto.

The term "Outstanding" shall mean, in connection with the Bonds, any Bonds that remain outstanding until maturity, refunding or defeasance.

The term "Owner" shall mean any person who shall be the registered owner of any Bonds.

The term "Paying Agent" for the Bonds shall mean the Registrar.

The term "Pricing Officer" shall mean the Mayor, City Manager, or Chief Financial Officer of the City.

The term "Record Date" shall mean, for any Interest Payment Date, the fifteenth (15th) calendar day of the month next preceding each Interest Payment Date.

The term "Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

The term "Report" shall mean the verification report provided by Grant Thornton LLP, certified public accountants, with respect to the Bonds and the adequacy of the amounts deposited pursuant to the Escrow Agreement to pay, when due, the principal of, and interest on the Refunded Obligations and certain other calculations.

The term "Rule" shall mean SEC Rule 15c-12, as amended from time to time.

The term "SEC" shall mean the United States Securities and Exchange Commission.

The term "Underwriter" shall mean, collectively, the entities identified in Section 31 herein.

3. Authorization. The Series 2016 Bonds shall be issued in fully registered form in the total authorized aggregate principal amount not to exceed FIFTY-THREE MILLION AND NO/100 DOLLARS (\$53,000,000) for the purpose of providing funds to (i) discharge and make final payment of certain obligations of the City, as set forth in Schedule I, attached hereto (the "Refunded Obligations"), and (ii) paying costs of issuance of the Bonds and refunding the Refunded Obligations.

4. Designation, Date, and Interest Payment Dates. The Series 2016 Bonds shall be designated as "THE CITY OF BEAUMONT, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016." The Bonds shall be dated, mature, bear interest from the dates and at the rates per annum, and be payable on the dates and in the principal amounts as set forth in the Officer's Pricing Certificate.

5. Sale of Bonds. As authorized by Chapters 1207, Texas Government Code, as amended, the Mayor, the City Manager or the Chief Financial Officer of the City are hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including any additional designation or title by which the Bonds shall be known, the number of subseries of Bonds to be issued and the principal amount of each subseries, the price at which each series of the Bonds will be sold, the date or dates (which may be different dates for each series of the Bonds) on which the Bonds shall be sold, the form in which the Bonds shall be issued whether as current interest bonds, as compound interest bonds, or as a combination of current interest bonds and compound interest bonds, any additional designation or title by which the Bonds shall be known, the year or years in which each series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of each series of the Bonds, the rate of interest to be borne by each such maturity, the first interest payment date or compounding date, as the case may be, the dates, prices, and terms, if any, upon and at which each series of the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, or make-whole provisions, and such officers are also hereby authorized to act on behalf of the City in approving all other matters relating to the issuance, sale and delivery of the Bonds, including the refunding of the Refunded Obligations and the purchase of a bond insurance policy or policies for all or any portion of the Bonds, all of which shall be

Each replacement Bond delivered in accordance with this Section 14 shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

16. Cancellation of Bonds. All Bonds paid in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate Bonds of destruction of such Bonds.

17. Book-Entry System. (a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds but at the sole election of the Underwriter, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as otherwise provided in this Section, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate Bond for each of the maturities thereof. If the Underwriter shall elect to invoke the provisions of this Section, then the following provisions shall take effect with respect to the Bonds.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner of a Bond, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner of a Bond, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner as shown in the Register, shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) In the event that the City in its sole discretion determines that the beneficial owners of the Bonds be able to obtain Bonds, or in the event DTC discontinues the services

described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, and notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(d) The execution and delivery of the Blanket Letter of Representations is hereby ratified and approved and the Mayor is hereby authorized and directed to execute a new Blanket Letter of Representations, if required, with such changes as may be approved by the Mayor or City Manager of the City.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

18. Redemption and Defeasance.

(a) Optional Redemption. The Bonds shall be subject to redemption prior to the stated maturity, at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Officer's Pricing Certificate.

Bonds may be redeemed only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such A Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 14 hereof, shall authenticate and deliver in exchange therefor a Bond(s) of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond(s) so surrendered.

The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Not less than thirty (30) days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Owner of each Bond to be redeemed in whole or in part, at the address of the Owner appearing on the Register at the close of business on the Business Day next preceding the date of the mailing of such notice. Such notice shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all the Bonds are to be redeemed, the numbers of the

Bonds or portions thereof to be redeemed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of being paid solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Series 2016 Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

(b) The City may defease the provisions of this Ordinance or any ordinance applicable to any Bonds being defeased and discharge its obligation to the Owners of any or all of the Bonds, or any or all Bonds to pay principal, interest and redemption premium, if any, thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar, or if authorized by Texas law, with any national or state bank having trust powers and having combined capital and surplus of at least \$50 million, or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount and redemption premium, if any, of such bonds being defeased plus interest thereon to the date of maturity or redemption; or (b) pursuant to an escrow or trust agreement, cash and/or direct bonds of, or bonds the principal of and interest on which are guaranteed by or secured by the pledge of direct bonds of the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount and redemption premium, if any, of such bonds being defeased plus interest thereon to the date of maturity or redemption; provided, however, that if any of such bonds being defeased are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance or ordinance applicable to the Bonds being defeased. Upon such deposit, such bonds being defeased shall no longer be regarded to be outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

19. Form. The Form of Bond as set forth in Exhibit A to the Officer's Pricing Certificate is hereby approved. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Bond of the Comptroller of Public Accounts of the State of Texas which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as set forth in Exhibit A to the Officer's Pricing Certificate, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance.

20. Legal Opinion; CUSIP Numbers. The approving opinion of Bracewell LLP, Houston, Texas, Bond Counsel, and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

21. Pledge and Source of Payment. IT IS ORDERED AND DIRECTED that this Ordinance pledging ad valorem tax revenue of the City for the payment of the Bonds to the extent provided herein be filed and recorded in the records of the City as necessary to cause the pledge to be valid under Section 1201.44 of the Government Code of Texas. At any time while any of the Bonds are outstanding, it is determined by the City or demanded by the holder of any Bonds that further action by the City is required to make the pledge valid or maintain the validity of the pledge, the City covenants and hereby directs the officers of the City to make such filings, including but not limited to appropriate filings under Chapter 9 of the Business and Commerce Code of Texas as are necessary to make the pledge valid or continue its validity.

22. Interest and Sinking Fund; Levy, Assessment and Collection of Taxes. There is hereby established a separate fund of the City to be known as the "Series 2016 General Obligation Refunding Bonds Interest and Sinking Fund" which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Ordinance shall be deposited, as collected, in the Interest and Sinking Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time other City taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in said City sufficient to pay the current interest on said Bonds as the same becomes due, and to create and provide a sinking fund of not less than two percent (2%) of the original principal amount of the Bonds or of not less than the amount required to pay each installment of the principal of said Bonds as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes when collected shall be applied to the payment of the interest on and principal of said Bonds and to no other purpose. In addition, interest accrued from the date of the Bonds until their delivery is to be deposited in such fund. There is hereby appropriated from current funds on hand, which are certified to be on hand and available for such purpose, an amount sufficient to pay debt service coming due on the Bonds on September 1, 2016, and such amount shall not be used for any other purpose. A tax rate has not been determined for 2016, but the City certifies that such rate, when determined, will take into account the Bonds being issued.

23. Covenants and Provisions Relating to the Bonds.

(a) Punctual Payment of Bonds. The City will punctually pay or cause to be paid the interest on and principal of all Bonds according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in any ordinance authorizing the issuance of Additional Bonds.

(b) Legal Holidays. In any case where the date fixed for payment of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a legal holiday or a

day on which a paying agent for the Bonds is authorized by law to close, then payment of interest or principal by such paying agent need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date fixed for such payment and no interest shall accrue for the period from such date to the date of actual payment.

(c) Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

24. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(b) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

25. Remedies for Default. Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

26. Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

27. Further Proceedings. After the Bonds to be initially issued shall have been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed or placed in facsimile, thereon.

28. Tax Exemption.

(a) The City intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code, and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes or (ii) result in the violation or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the City covenants and agrees to comply with each requirement of this Section; provided, however, that the City shall not be required to comply with any particular requirement of this Section if the City has received an opinion of nationally recognized bond counsel (a "Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Series 2016 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and circumstances known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the outstanding Bonds have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been used in a manner that would cause the Refunded Obligations or the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(e) No-Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived therefrom, regulate investments of such proceeds and amounts, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code relating to rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds, or on such other date as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into an investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with Section 149(e) of the Code and applicable Regulations promulgated thereunder.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Obligations and the Bonds until three years after the last Series 2016 Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and an opinion of Bond Counsel is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for so long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

29. Escrow Agreements. The form of the escrow agreement (the "Escrow Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Escrow Agent"), attached hereto as Exhibit A and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor or Mayor Pro Tem and City Clerk for and on behalf of the City.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Underwriter for deposit to the credit of the "2016 CITY OF BEAUMONT, TEXAS, GENERAL OBLIGATION REFUNDING BOND ESCROW FUND" (the "Escrow Fund"); all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Escrow Agreement.

30. Refunded Obligations. (a) In order to provide for the refunding, discharge and retirement of the Refunded Obligations, the Refunded Obligations are called for redemption on the call dates provided in Schedule I, attached hereto at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by the Council, which authorized the issuance of the Refunded Obligations. The City Clerk is hereby authorized and directed to file a copy of this

Ordinance, together with a suggested form of notice of redemption to be sent to bondholders, with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Clerk is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the ordinance authorizing the issuance of the Refunded Obligations and this Ordinance.

31. Engagement of Professionals. The City Council hereby confirms the engagement of (i) RBC Capital Markets, LLC, as Municipal Advisor, to the City, (ii) Bracewell LLP, as Bond Counsel, to the City, and (iii) the underwriting syndicate as provided in the Officer's Pricing Certificate (the "Underwriters").

32. Proceeds of Sale. Proceeds from the sale of the Bonds, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set forth in the Officer's Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Interest and Sinking Fund.

33. Bond Insurance. In order to obtain the lowest attainable interest rates on the Bonds, the Mayor, the City Manager or the Chief Financial Officer are authorized to enter into a credit agreement with one or more Bond Insurers to obtain one or more bond insurance policies with respect to all or a portion of the Bonds. The Mayor, the City Manager or the Chief Financial Officer are authorized to execute and the City Secretary is authorized to attest and affix the City's seal to any documents required in connection with the purchase of any such policy or policies. The City hereby agrees to the following:

(a) "Insurance Policy" shall be defined as follows: "the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due". "Insurer" shall be defined as follows: "Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof".

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Ordinance, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Bonds.

(c) The Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the

section or article of the Ordinance pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Ordinance and each Bond, the Paying Agent and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(d) The security for the Bonds shall include a pledge of any agreement with any underlying obligor that is a source of payment for the Bonds and a default under any such agreement shall constitute an Event of Default under the Ordinance.

(e) If acceleration is permitted under the Ordinance, the maturity of Bonds insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the Issuer) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Bonds shall be fully discharged.

(f) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(g) The Insurer shall be included as a third party beneficiary to the Ordinance.

(h) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Ordinance which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.

(i) Any amendment, supplement, modification to, or waiver of, the Ordinance or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(j) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Construction Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Bonds.

(k) The rights granted to the Insurer under the Ordinance or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.

(l) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves. Any obligations or securities deposited as provided in this paragraph, shall qualify under Section 1207.062(b) of the Local Government Code, as amended.

To accomplish defeasance, the Issuer shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under the Ordinance and (iv) a certificate of discharge of the Paying Agent with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, Paying Agent and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed Outstanding under the Ordinance unless and until they are in fact paid and retired or the above criteria are met.

Notwithstanding the above, in the event any provisions in this Section 30(l) conflict with Section 1207.033 of the Texas Government Code, as amended ("Section 1207.033"), the provisions of Section 1207.033 shall prevail.

(m) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Ordinance and the Bonds relating to such payments shall remain Outstanding

and continue to be due and owing until paid by the Issuer in accordance with the Ordinance. The Ordinance shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(n) Each of the Issuer and Paying Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(o) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Ordinance, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy

Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) to the extent permitted by law and subject to annual appropriation, interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Advances are secured by a lien on and pledge of the Net Revenues and payable from such Net Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

(p) The Insurer shall, to the extent it makes any payment of principal or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Issuer to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(q) The Issuer shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Ordinance or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Ordinance or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Ordinance or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Ordinance or any other Related Document.

(r) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate

only after the payment of past due and current debt service on the Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(s) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Ordinance, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(t) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. 216211-N, Telephone: (212) 826-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(u) The Insurer shall be provided with the following information by the Issuer or Paying Agent, as the case may be:

i. Annual audited financial statements within 180 days (or such longer period agreed to by AGM) after the end of the Issuer's fiscal year (together with a certification of the Issuer that it is not aware of any default or Event of Default under the Ordinance), and the Issuer's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

ii. Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;

iii. Notice of any default known to the Paying Agent or Issuer within five Business Days after knowledge thereof;

iv. Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;

v. Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

vi. Notice of the commencement of any proceeding by or against the Issuer or Obligor commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

vii. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

viii. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

ix. All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the Issuer has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(v) The Insurer shall have the right to receive such additional information as it may reasonably request.

(w) The Issuer will permit the Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Issuer on any business day upon reasonable prior notice.

(x) The Issuer shall notify the Insurer of any failure of the Issuer to provide notices, certificates and other information under the transaction documents.

(y) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Ordinance, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.

(z) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Ordinance would adversely affect the security for the Bonds or the rights of the Bondholders, the Paying Agent shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(aa) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(bb) If the Bonds are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Paying Agent for the Refunded Obligations, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Obligations shall

have occurred. If the Refunded Obligations are insured by Assured Guaranty Municipal Corp., at least three business days prior to the proposed date for delivery of the Policy with respect to the Refunding Bonds, the Insurer shall also receive (i) the verification letter, of which the Insurer shall be an addressee, by an independent firm of certified public accountants which is either nationally recognized or otherwise acceptable to the Insurer, of the adequacy of the escrow established to provide for the payment of the Refunded Obligations in accordance with the terms and provisions of the Escrow Deposit Agreement, and (ii) the form of an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto) to the effect that the Escrow Deposit Agreement is a valid and binding obligation of the parties thereto, enforceable in accordance with its terms (such Escrow Deposit Agreement shall provide that no amendments are permitted without the prior written consent of the Insurer). An executed copy of each of such opinion and reliance letter, if applicable, or Paying Agent's discharge certificate, as the case may be, shall be forwarded to the Insurer prior to delivery of the Bonds.

(cc) Any interest rate exchange agreement ("Swap Agreement") entered into by the Issuer shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Bonds and on any debt on parity with the Bonds. The Issuer shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Issuer to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by Standard & Poor's ("S&P") and Moody's Investors Service ("Moody's"). If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

Any consent, approval or permit required herein by the Insurer shall not be unreasonably withheld.

34. Paying Agent/Registrar Agreement. The paying agent/registrar agreement (the "Paying Agent Agreement") by and between the City and Paying Agent, a form of which is attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor or Mayor Pro Tem and City Clerk for and on behalf of the City.

35. Official Statement. The Preliminary Official Statement and the Official Statement prepared in the initial offering and sale of the Bonds have been and are hereby authorized, approved and ratified as to form and content. The use of the Preliminary Official

Statement and the Official Statement in the reoffering of the Bonds by the Underwriter is hereby approved, authorized and ratified. The proper officials of the City are hereby authorized to execute and deliver a Bond pertaining to the Preliminary Official Statement and the Official Statement as prescribed therein, dated as of the date set forth in the Officer's Pricing Certificate.

36. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

37. Continuing Disclosure Undertaking. (a) Annual Reports. The City undertakes and agrees for the benefit of the Bond holders to provide annually to the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized in this Ordinance (i) under the headings "INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE CITY;" "ADMINISTRATION OF THE CITY;" "CITY TAX DEBT (except under the heading "Estimated Overlapping Debt;" "TAX DATA;" "SELECTED FINANCIAL DATA;" and in APPENDIX B. The information to be provided shall include the financial statements of the City prepared in accordance with the accounting principles the City may be required to employ from time to time pursuant to State law or regulation and audited, if the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audit report on such statement becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) Material Event Notices. The City shall notify the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

vii. Modifications to rights of Bondholders, if material;

viii. Bond calls, if material, and tender offers;

ix. Defeasances;

x. Release, substitution or sale of property securing repayment of the securities, if material;

xi. Rating changes;

xii. Bankruptcy, insolvency, or receivership, or similar event of the obligated person;

xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement or undertake such action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with section (a) above. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such

information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION OR FROM ANY STATEMENT MADE PURSUANT TO THIS SECTION. HOLDERS OR BENEFICIAL OWNERS OF BONDS MAY SEEK AS THEIR SOLE REMEDY A WRIT OF MANDAMUS TO COMPEL THE CITY TO COMPLY WITH ITS AGREEMENT.

No default by the City with respect to its continuing disclosure agreement shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City, if (i) the agreement, as amended, would have permitted the Underwriter to purchase or sell the Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of such rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment, or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also amend or repeal the obligations and agreement in this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, and the City may amend the agreement in its discretion in any other circumstance or manner, but in either case only to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or reselling the Bonds in the primary offering of the Bonds in compliance with the Rule. If the City amends its agreement, it must include with the next financial information and operating data provided in accordance with its agreement an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of information and operating data so provided.

38. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

39. Effective Date. This Ordinance shall be in force and effect from and after its final passage, and it is so ordered.

40. Amendment of Ordinance.

(a) If and to the extent permitted by this Ordinance, the owners of the Bonds aggregating in the principal amount of 51% of the aggregate principal amount of the outstanding Bonds shall have the right from time to time to approve any amendment to this Ordinance which

may be deemed necessary or desirable by the City provided, however, that without the consent of the owners of all of the Bonds at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds so as to:

- i. Make any change in the maturity of the outstanding Bonds;
- ii. Reduce the rate of interest borne by any of the outstanding Bonds;
- iii. Reduce the amount of the principal payable on the outstanding Bonds;
- iv. Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- v. Affect the owners of less than all of the outstanding Bonds then outstanding;
- vi. Change the percentage of the principal amount of outstanding Bonds, necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent for inspection by all owners of the Bonds. Such publication is not required, however, if notice in writing is given to each owner of the outstanding Bonds. Not less than thirty (30) days' notice of the proposed amendment shall also be given by the City to the Underwriter.

(c) Whenever at any time not less than thirty (30) days, and within one (1) year, from the date of the publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent, the City Council may adopt the amendatory resolution in substantially the same form.

(d) Upon adoption of any amendatory resolution pursuant to the provision of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory resolution, and the respective rights, duties and Bonds under this Ordinance of the City and all the owners of then outstanding Bonds, shall thereafter be determined, exercised and enforced hereunder, subject in all respect to such amendments.

(e) Any consent given by the owner of the outstanding Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds, during such period. Such consent may be revoked at any

time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the owners of 51% in aggregate principal amount of the then outstanding Bonds, as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the owning of Bonds, by any owner of Bonds, and the amount and number of such Bonds, and the date of their owning same shall be determined by the Registration Books of the Paying Agent/Registrar.

(g) The foregoing provisions of this Section notwithstanding, the City by action of the City Council (or as item (2) by the City Council or by the Mayor, Mayor Pro Tem, City Manager or Chief Financial Officer as to changes prior to issuance to comply with requirements by the Attorney General of Texas or Underwriter) may amend this Ordinance for any one or more of the following purposes:

i. To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to the owners of bonds or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City.

ii. To make such provisions for the purpose of clarifying matters or questions arising under this Ordinance, as are required by the Attorney General of Texas to obtain the Attorney General's approval of the issuance of the Bonds or required by the Underwriter before their issuance or for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or at any time before or after issuance as are necessary or desirable and not contrary to or inconsistent with this Ordinance, and in all events which shall not adversely affect the interests of the owners of the Bonds.

iii. To modify any of the provisions of this Ordinance in any other respect whatever, provided that: (i) such modification shall be, and be expressed to be, effective only after all Bonds outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Bonds issued after the date of the adoption of such modification.

41. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, City Manager, Chief Financial Officer, City Clerk or any Deputy City Clerk, and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including without limitation, executing and delivering on behalf of the City all Bonds, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the application of funds of the City consistent with the provisions of this Ordinance.

42. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place

and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

43. Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Bonds.

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PASSED BY THE CITY COUNCIL of the City of Beaumont this the 23rd day of
February, 2016.

- Mayor Becky Ames -

ATTEST:

City Clerk
The City of Beaumont

(SEAL)

SCHEDULE I
REFUNDED OBLIGATIONS

All or a portion of the following obligations:

City of Beaumont, Texas General Obligation Refunding Bonds, Series 2006

City of Beaumont, Texas Certificates of Obligation, Series 2009

City of Beaumont, Texas General Obligation Refunding Bonds, Series 2011

City of Beaumont, Texas Certificates of Obligation, Series 2011

EXHIBIT "A"
ESCROW AGREEMENT

EXHIBIT "B"
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"
BOND PURCHASE AGREEMENT

EXHIBIT "D"