BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 5, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – June 21, 2016

* Confirmation of committee appointments

Roy McGrath would fill the unexpired term of Steve Hoffman on the Police Department Community Advisory Committee. The term would commence July 5, 2016 and expire September 30, 2017. (Councilmember Mike Getz)

A) Approve compensation for the City Manager

B) Approve an agreement with the Beaumont Council of Garden Clubs related to the Beaumont Botanical Gardens located at Tyrrell Park

C) Authorize the acceptance of four (4) ten (10') foot wide Exclusive Water Line Easements for the construction of apartments located at 4165 Old Dowlen Road

D) Authorize the acceptance of a ten foot (10') wide Water Easement for the construction of apartments located at 4165 Old Dowlen Road

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Roy McGrath is appointed to the Police Department Community Advisory Committee to fill the unexpired term of Steve Hoffman. The term will commence July 5, 2016 and expire September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

A

July 5, 2016

Approve compensation for the City Manager

The City Manager, Kyle Hayes, will be paid $18,333.33 per month in base wages. The City Manager will also receive a car allowance of $833.33 per month and an administrative allowance of $500.00 per month, which remains the same as in the previous year. The City of Beaumont will provide additional compensation in the annual amount of $18,000 to the City Manager for contribution to a retirement account or program or other purpose of his choice. This amount is the same as was provided in 2015. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the base wages of the City Manager, Kyle Hayes, will be $18,333.33 per month. A car allowance will be $833.33 per month. An administrative allowance will be $500 per month. The City of Beaumont will provide additional compensation in the annual amount of $18,000 to the City Manager for contribution to a retirement account or program or other purpose of his choice.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

B

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Ryan Slott, Parks and Recreation Director

MEETING DATE: July 5, 2016

REQUESTED ACTION: Council consider a resolution approving an agreement with the Beaumont Council of Garden Clubs related to the Beaumont Botanical Gardens.

BACKGROUND
On January 27, 2009, by resolution number 09-016, the City Council approved a management agreement with the Beaumont Council of Garden Clubs to operate the Beaumont Botanical Gardens. The Beaumont Council of Garden Clubs is responsible for the daily operations, maintenance and staffing of the Botanical Gardens under this agreement.

This item is to consider the renewal of the management agreement between the City of Beaumont and the Beaumont Council of Garden Clubs for a five year period from July 2016 through June 2021. The City of Beaumont will pay $2,000 a month to the Beaumont Council of Garden Clubs in return for their services.

FUNDING SOURCE
General Fund – Parks and Recreation Department.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager is hereby authorized to execute a Management Agreement with Beaumont Council of Garden Clubs (BCGC). The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

MANAGEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the City of Beaumont, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "City," and the Beaumont Council of Garden Clubs, a Texas non-profit corporation domiciled in Jefferson County, Texas,. hereinafter called "Garden Council," and

WHEREAS, the parties recognize the mutual benefit to Garden Council and City derived from the existence of the Beaumont Botanical Gardens and the Warren Loose Conservatory on the grounds of Tyrrell Park, and

WHEREAS, to that end, City and Garden Council agree as follows:

W I T N E S S E T H :

Article 1. Description of Lease Premises

For and in consideration of payment by City of the management fee hereinafter reserved to Garden Council and the performance by Garden Council of the covenants and agreements hereinafter contained to be performed by Garden Council, and in accordance with all of the provisions hereinafter set forth, City does hereby lease and let unto Garden Council, and Garden Council does hereby take and lease from City, the following described real property and premises (the "Leased Premises"):

> That certain land more fully described in Exhibit "A" attached hereto and made a part hereof by this reference, hereinafter called the "Land," and the Garden Council, Warren Loose Conservatory and parking facilities, hereinafter called the "Building."

EXHIBIT "A"

Garden Council is also given the non-exclusive right during the term of this Agreement to utilize the property described in Exhibit "B" for any purpose that has been approved in writing in advance by the City Manager of the City, or his designee.

Article 2. Term of Agreement

The term of this Agreement shall be for five (5) years commencing on July, 1, 2016 and terminating at 11:59 p.m. on June 30, 2021, if not sooner terminated as hereinafter provided.

Article 3. Management Fee

In consideration for Garden Council maintaining and managing the Leased Premises herein described, City shall pay to Garden Council the sum of Two Thousand Dollars ($2,000.00) per month, payable on the first day of each month during the term of this Agreement, commencing on July 1, 2016.

Article 4. Use and Occupancy

Garden Council shall use and occupy the Leased Premises as a botanical garden, Garden Council building and conservatory for the education and promotion of horticultural activities and related purposes during the full term of this Agreement.

The grounds of the botanical gardens and conservatory shall be open to the public during normal hours of operations as shall be agreed to between the parties.

Garden Council will comply with any and all laws, ordinances, rules, orders and regulations of any governmental authority which are applicable to Garden Council's operations in and on the Leased Premises. Garden Council further agrees that no part of said facility will be used for any unlawful purpose. Any use of the Leased Premises or property described in Exhibit "B" by Garden Council shall be in accordance with the Americans with Disabilities Act and any revision thereof

City covenants that if, and so long as, Garden Council performs the covenants hereof, Garden Council shall peaceably and quietly have, hold and enjoy the Leased Premises for the term of this Agreement, subject to each and all of the covenants and provisions contained herein.

Article 5. Alterations, Additions or Improvements

Garden Council shall not, without first obtaining the written consent of the City Manager or his designee, make any alterations, additions or improvements to the Building or the land; provided, however, that such consent shall not be unreasonably withheld. Any work done by Garden Council to the Leased Premises or property described in Exhibit "B" shall be done in a good and workmanlike manner and without impairing the structural integrity of the Land or Building. Any alterations, additions or improvements made by Garden Council shall become the property of City at the termination of this Agreement.

In the event improvements are contemplated or made to the property or grounds, the City may, at its sole discretion, assist the Garden Council by providing employees, equipment and/or materials as may be available at the time. All improvements shall be made in accordance with Garden Council's master plan.

Article 6. Obligations of City and Garden Council

Garden Council shall use the funds provided in Article 3 above to provide and maintain a clean and pleasant environment, free of any hazards, at all times.

Garden Council shall pay all personal property taxes, if any, imposed on the equipment, inventory, fixtures and other personal property located on the Leased Premises. Garden Council should maintain such insurance as it deems appropriate to protect its personal property on the Leased Premises.

Garden Council shall, at its own expense, provide such competent help and personnel as it shall deem necessary for the safe operations and management of the facility. Any employee of the Garden Council shall be solely an employee of the Garden Council and shall not be considered an employee of City for any purpose.

City shall be obligated and responsible for the following:

a. Maintenance and repair of the interior and exterior walls, roof, foundation, doors and sidewalks of the Garden Council building; and

b. Maintenance and repair of parking areas; and

c. Maintenance and repair of electrical systems; and

d. Maintenance and repair of air conditioning systems in the Garden Council building; and

e. Maintenance services for lawn and turf areas described in Exhibit "A." Planting beds and garden areas shall be the responsibility of Garden Council; and

f. Payment of electrical, gas, water utilities and basic telephone services, excluding long distance telephone service, basic DSL or U-verse internet services; and

g. Maintenance and repair of the Warren Loose Conservatory's structural systems, including the replacement of windows; and

h. Repair of Building's plumbing system, excluding services required to remove obstructions from sewer lines. All irrigation systems are the responsibility of Garden Council.

All obligations which are not listed above shall be the responsibility of Garden Council.

City shall, at its expense, maintain such casualty insurance covering the Leased Premises as

it deems appropriate to cover its interest thereon.

Garden Council shall have no authority to incur any obligation on behalf of the City nor does City have any authority to incur any obligation on behalf of the Garden Council concerning the facility. This Management Agreement shall not be assignable in whole or in part by Garden Council or City without the written consent of the other party. Garden Council shall, at all times, keep the property of City free and clear of all liens, attachments, encumbrances or claims arising out of Garden Council's operations.

Article 7. General Liability Insurance

Garden Council shall provide general liability insurance in the minimum aggregate amount of One Million Dollars ($1,000,000), such insurance naming City as an additional named insured, and provide City with a certificate of insurance evidencing such coverage. The insurance must additionally insure the indemnity required by this Agreement.

Article 8. Damage to Leased Premises

Inthe event the Leased Premises are partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Garden Council shall give immediate notice to City. City may repair the damage and restore the Leased Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Garden Council shall allow City a fair reduction of the management fee during the time the Leased Premises are partially unfit for occupancy. If the Leased Premises are totally destroyed or deemed by the City to be rendered unfit for occupancy by fire or other casualty, or if City shall decide **not to repair or rebuild, this management Agreement** shall terminate and the management fee shall be paid to the time of such casualty.

Article 9. Default

In the event either party defaults in the performance of any of its obligations under this Agreement, and such default continues uncorrected for thirty (30) days after written notice from the other party of the particular default, said notice being given by certified mail, return receipt requested, addressed to the defaulting party at its address as hereinafter set forth, thereupon, at the sole election of the non-defaulting party, this Agreement may be terminated. City shall have a right of re-entry and operation of the facility upon any termination.

Article 10. Indemnification

Garden Council shall indemnify and hold City harmless from any and all liabilities, claims, damages, judgments, injuries, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Garden Council's business or its use of the Leased Premises.

Article 11. Non-Appropriation of Funds

Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for management payments due under this Agreement, City will immediately notify Garden Council in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to City. If both the City and Garden Council wish to continue the Agreement without payment of any management fees, and it is agreed to by both parties in writing, the Agreement will continue in accordance with the terms and conditions as stated herein.

Article 12. Miscellaneous Provisions

All notices required to be given hereunder by City to Garden Council shall be in writing and delivered by certified mail, return receipt requested, and addressed to Garden Council as follows:

Beaumont Council of Garden Clubs
6088 Babe Zaharias Dr.
Beaumont, TX 77705

All notices required to be given by Garden Council to City shall be similarly given, addressed to City as follows:

City Manager
City of Beaumont
P. O. Box 3827
Beaumont, TX 77704-3827

provided that either party may, by notice in writing to the other, designate any additional or alternative address to which such notices shall be given.

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

This document contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement may be modified or amended in writing, if the writing **is** signed by the party obligated under the amendment.

This Agreement shall be deemed to be made and shall be performable in Jefferson County, Texas and shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____ , 2016.

LESSEE:

BEAUMONT COUNCIL OF GARDEN CLUBS

By: _____
Emily Baize, President

Date Signed: _____

LESSOR:

CITY OF BEAUMONT

By: _____
Kyle Hayes, City Manager

Date Signed: _____

Exhibit "A"
TRACT A

BEING a 7.744 acre tract of land in Tyrrell Park;

BEGINNING at a 3/4" iron rod set for the Northwesterly corner of the herein described tract, to-wit;

THENCE North 88 degrees 15 minutes 20 seconds East for a distance of 125.38 feet to a fence corner;

THENCE North 88 degrees 50 minutes 27 seconds East for a distance of 249.39 feet to a fence corner;

THENCE North 46 degrees 32 minutes 13 seconds East for a distance of 236.8 feet to a fence corner;

THENCE North 61 degrees 53 minutes 35 seconds East for a distance of 89.05 feet to a fence corner;

THENCE North 68 degrees 12 minutes 12 seconds East for a distance of 233.74 feet to a fence corner;

THENCE South 30 degrees 30 minutes 29 seconds East for a distance of 172.4 feet to a fence corner;

THENCE South 45 degrees 26 minutes 00 seconds West for a distance of 281.45 feet to a fence corner;

THENCE South 06 degrees 09 minutes 37 seconds West for a distance of 176.99 feet to a fence _ corner;

THENCE South 66 degrees 24 minutes 56 seconds West for a distance of 168.37 feet to a fence corner;

THENCE South 87 degrees 32 minutes 09 seconds West for a distance of 61.0 feet to a fence corner;

THENCE South 45 degrees 55 minutes 30 seconds West for a distance of 161.61 feet to a fence corner;

THENCE South 31 degrees 14 minutes 50 seconds West for a distance of 134.53 feet to a 3/4" iron rod;

THENCE North 42 degrees 23 minutes 01 seconds West for a distance of 376.74 feet to a spike nail;

THENCE North 24 degrees 58 minutes 28 seconds West for a distance of 181.42 feet to a 3/4" iron rod;

THENCE North 15 degrees 48 minutes 35 seconds East for a distance of 79.18 feet to a 3/4" iron rod and the PLACE OF BEGINNING, containing 7.744 acres of land, more or less.

Exhibit "B"
TRACT B

BEING a 15.336 acre tract of land in Tyrrell Park;

BEGINNING at a 3/4" iron rod set for the Northwesterly corner of the herein described tract, to-wit;

THENCE North 31 degrees 14 minutes 50 seconds East for a distance of 134.53 feet to a fence corner;

THENCE North 45 degrees 55 minutes 30 seconds East for a distance of 161.61 feet to a fence corner;

THENCE North 87 degrees 32 minutes 09 seconds East for a distance of 61.0 feet to a fence corner;

THENCE North 66 degrees 24 minutes 56 seconds East for a distance of 168.37 feet to a fence corner;

THENCE North 06 degrees 09 minutes 37 seconds East for a distance of 176.99 feet to a fence corner;

THENCE North 45 degrees 76 minutes 00 seconds East for a distance of 281.45 feet to a fence corner;

THENCE North 30 degrees 30 minutes 29 seconds West for a distance of 172.40 feet to a fence corner;

THENCE North 44 degrees 45 minutes 59 seconds East for a distance of 63.21 feet to a 3/4" iron rod;

THENCE South 19 degrees 84 minutes 58 seconds East for a distance of 350.44 feet to a 3/4" iron rod;

THENCE South 28 degrees 12 minutes 35 seconds East for a distance of 413.3 feet to a 3/4" iron rod;

THENCE South 24 degrees 33 minutes 43 seconds West for a distance of 85.05 feet to a 3/4" iron rod;

THENCE South 01 degrees 46 minutes 35 seconds West for a distance of 521.04 feet to a 3/4" iron rod;

THENCE South 07 degrees 06 minutes 03 seconds East for a distance of 667.91 feet to a 3/4" iron rod;

THENCE South 74 degrees 41 minutes 23 seconds West for a distance of 39.58 feet to a 3/4" iron

rod;

THENCE North 21 degrees 15 minutes 48 seconds West for a distance of 221.83 feet to a 3/4" iron rod;

THENCE North 29 degrees 45 minutes 48 seconds West for a distance of 225.33 feet to a 3/4" iron rod;

THENCE North 33 degrees 19 minutes 18 seconds West for a distance of 168.08 feet to a 3/4" iron rod;

THENCE North 37 degrees 06 minutes 14 seconds West for a distance of 256.86 feet to a 3/4" iron rod;

THENCE North 49 degrees 50 minutes 46 seconds West for a distance of 353.95 feet to a 3/4" iron rod;

THENCE North 58 degrees 29 minutes 26 seconds West for a distance of 237.4 feet to a 3/4" iron rod and the PLACE OF BEGINNING, containing 15.336 acres of land, more or less.

C

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	July 5, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the acceptance of four (4) ten foot (10') wide Exclusive Water Line Easements.

BACKGROUND
Cypress Place, LLC has agreed to convey four (4) ten foot (10') wide exclusive Water Line Easements to the City of Beaumont. The first easement is described as being a 50 square foot tract; the second easement is a 50 square foot tract; the third easement is a 0.40 acre tract; and the fourth easement is a 0.183 acre tract. All four water line easements are out of a 6.92 acre tract situated in the W. B. Dyches Survey, Abstract No. 17. The water line easements are for the construction of new apartments located at 4165 Old Dowlen Road.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, Cypress Place, LLC has agreed to convey four (4) ten foot (10') wide exclusive water line easements, said easements being two (2) fifty square foot tracts, a 0.40 acre tract, and a 0.183 acre tract of land out of a 6.92 acre tract situated in the W.B. Dyches Survey, Abstract No. 17, as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the construction of new apartments located at 4165 Old Dowlen Road; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT four (4) ten foot (10') wide exclusive water line easements conveyed by Cypress Place, LLC, being two (2) fifty square foot tracts, a 0.40 acre tract, and a 0.183 acre tract of land out of a 6..92 acre tract situated in the W.B. Dyches Survey, Abstract No. 17, as described and shown in Exhibit "1," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, **CYPRESS PLACE APARTMENTS, LP**, a Texas Limited Partnership, hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the **CITY OF BEAUMONT**, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a perpetual, exclusive, water line easement (the "Easement") to construct, alter, and maintain waterlines and related appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in **Exhibits "A,B,C,D,E,F,G &H"**, attached and made a part hereof for all purposes (the "Easement Area").

The Easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and related appurtenances in the Easement Area, and, it is expressly understood and agreed that the City of Beaumont shall have the right of reasonable ingress to and egress from the Easement Area and use of the same for the purposes aforesaid; provided, however that Grantee use of the Easement and the rights appurtenant thereto shall in no event unreasonably interfere with or hinder the

business operations on the Grantor's adjacent property and/or Grantor's ingress and egress thereto.

Grantor reserves the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the purposes provided herein, including but not limited to the right to place surfacing materials over and across the Easement Area and to use the same for parking areas, driveways, walkways or sidewalks, landscaping and/or lighting; provided, however, no permanent buildings may be placed on the Easement Area. Notwithstanding the foregoing, Grantee shall not be responsible for the repair and replacement of any improvements placed by Grantor within the Easement Area and the same shall be repaired and maintained by Grantor, at Grantor's sole cost and expense.

The conveyance of the Easement granted herein is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, in the Easement Area of record in the office of the County Clerk of the County of Jefferson (collectively, the "Permitted Exceptions").

This Easement may be amended or terminated only by the written consent of the parties hereto, or their respective successors and assigns.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

EXECUTED this 15th day of June, 2016.

GRANTOR:
Cypress Place Apartments, LP,
a Texas Limited Partnership

By: CYPRESS PLACE, LLC,
a Texas limited liability company, Its General Partner

By: _____
Printed Name: Jeffrey L. Kittle
Title: Manager

ACKNOWLEDGMENT

STATE OF INDIANA X

COUNTY OF HAMILTON X

This instrument was acknowledged before me on this the 15th day of June, 2016, by Jeffrey L. Kittle, Manager of Cypress Place, LLC, General Partner of Cypress Place Apartments, LP, a Texas limited partnership, known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said partnership and its general partner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of June, 2016.

NOTARY PUBLIC SEAL STATE OF INDIANA

Nichole R. Perry
Notary Public - Indiana
County of Hamilton
My Comm. Expires: May 24, 2019

_____
Notary Public, State of Indiana

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

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

"EXHIBIT A"
METES AND BOUNDS DESCRIPTION
FOR A
50 SQUARE FOOT EXCLUSIVE WATERLINE EASEMENT
(TRACT 1)

Being a 50 square foot Waterline Easement situated in the W.B. Dyches Survey, Abstract No. 17, Jefferson County, Texas, and being out of a 6.92 acre tract described in Document No. 2015011133, Official Public Records, Jefferson County, Texas, said 50 square foot Waterline Easement being further described as follows:

COMMENCING from a 1/2" iron pin found for an interior corner of the said 6.92 acre tract;

THENCE along the South line of the said 6.92 acre tract, N 87° 00' 02" E a distance of 280.37 feet to the POINT OF BEGINNING of the herein described tract;

THENCE across said 6.92 acre tract the following three (3) calls:

1. N 02° 59' 58" W a distance of 5.00 feet to a point for corner;
2. N 87° 00' 02" E a distance of 10.00 feet to a point for corner;
3. S 02° 59' 58" E a distance of 5.00 feet to a point in a southerly line of said 6.92 ac tract from which a 1/2" iron pin found for the Southeast corner of said 6.92 acre tract bears N 87° 00' 02" E a distance of 504.86 feet;

THENCE along the South line of the said 6.92 acre tract, S 87° 00' 02" W a distance of 10.00 feet to the POINT OF BEGINNING, containing 50 square feet of land in Jefferson County, Texas.

Bearings are based upon the Texas Coordinate System, South Central Zone (4204), NAD 83.

Reference exhibit of said 50 square foot Waterline Easement prepared the same date.

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

8/18/15

N:_Projects\008 - Herman & Kittle Properties\008.005 - Beaumont, TX Multi-Family Development\008.005.104 - Additional Easements\Esmts tract1 MB- MFC 8-14.docx

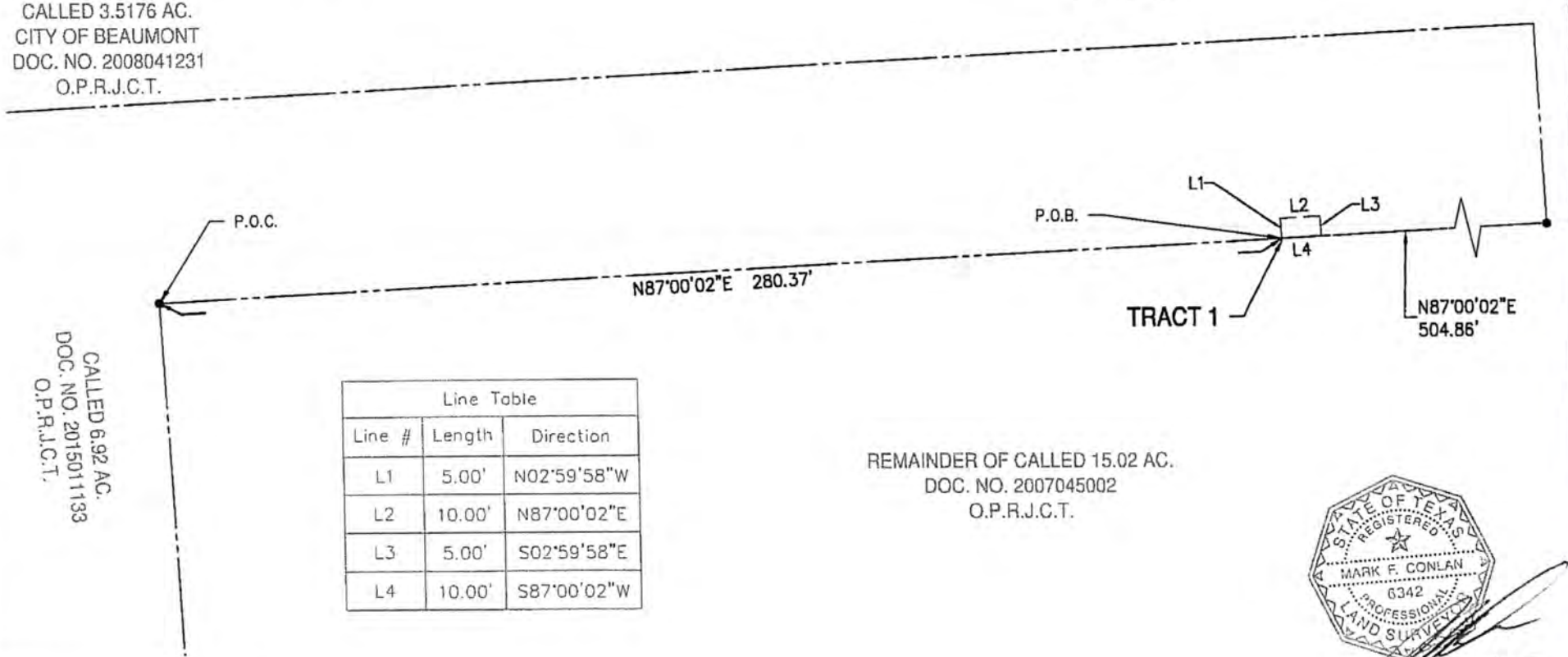
EXHIBIT "B"
TRACT 1 – 50 SQUARE FEET WATERLINE EASEMENT

BEARINGS ARE BASED UPON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

REFERENCE METES AND BOUNDS DESCRIPTION OF THIS EXHIBIT PREPARED THE SAME DATE.

LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
● = FND 1/2" IRON PIN

SCALE: 1"=30'



Line Table		
Line #	Length	Direction
L1	5.00'	N02°59'58"W
L2	10.00'	N87°00'02"E
L3	5.00'	S02°59'58"E
L4	10.00'	S87°00'02"W

STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

8/18/15

HMT
ENGINEERING & SURVEYING
410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH:(830)625-8555

008.005.104

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPE FIRM F-10961

"EXHIBIT C"
METES AND BOUNDS DESCRIPTION
FOR A
50 SQUARE FOOT EXCLUSIVE WATERLINE EASEMENT
(TRACT 2)

Being a 50 square foot Waterline Easement situated in the W.B. Dyches Survey, Abstract No. 17, Jefferson County, Texas, and being out of a 6.92 acre tract described in Document No. 2015011133, Official Public Records, Jefferson County, Texas, said 50 square foot Waterline Easement being further described as follows:

COMMENCING from a 1/2" iron pin found for the Southeast corner of the said 6.92 acre tract, from which a 1/2" iron pin found for the Southeast corner of a called 3.5176 acre tract, common with the Northeast corner of the said 6.92 acre tract bears N 03° 01' 19" W a distance of 50.00 feet;

THENCE along the South line of the said 6.92 acre tract S 87° 00' 02" W a distance of 4.86 feet to the POINT OF BEGINNING of the herein described tract;

THENCE along the South line of the said 6.92 acre tract, S 87° 00' 02" W a distance of 10.00 feet to a point for a corner;

THENCE across said 6.92 acre tract, the following three (3) calls:

1. N 02° 59' 58" W a distance of 5.00 feet to a point for corner;
2. N 87° 00' 02" E a distance of 10.00 feet to a point for corner;
3. S 02° 59' 58" E a distance of 5.00 feet to the POINT OF BEGINNING, containing 50 square feet of land in Jefferson County, Texas.

Bearings are based upon the Texas Coordinate System, South Central Zone (4204), NAD 83.

Reference exhibit of said 50 square foot Waterline Easement prepared the same date.

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

06/15/16

N:_Projects\008 - Herman & Kittle Properties\008.005 - Beaumont, TX Multi-Family Development\008.005.104 - Additional Easements\Esmts tract2 MB-MFC 8-14_Revised 6-14-16.docx

EXHIBIT "D"

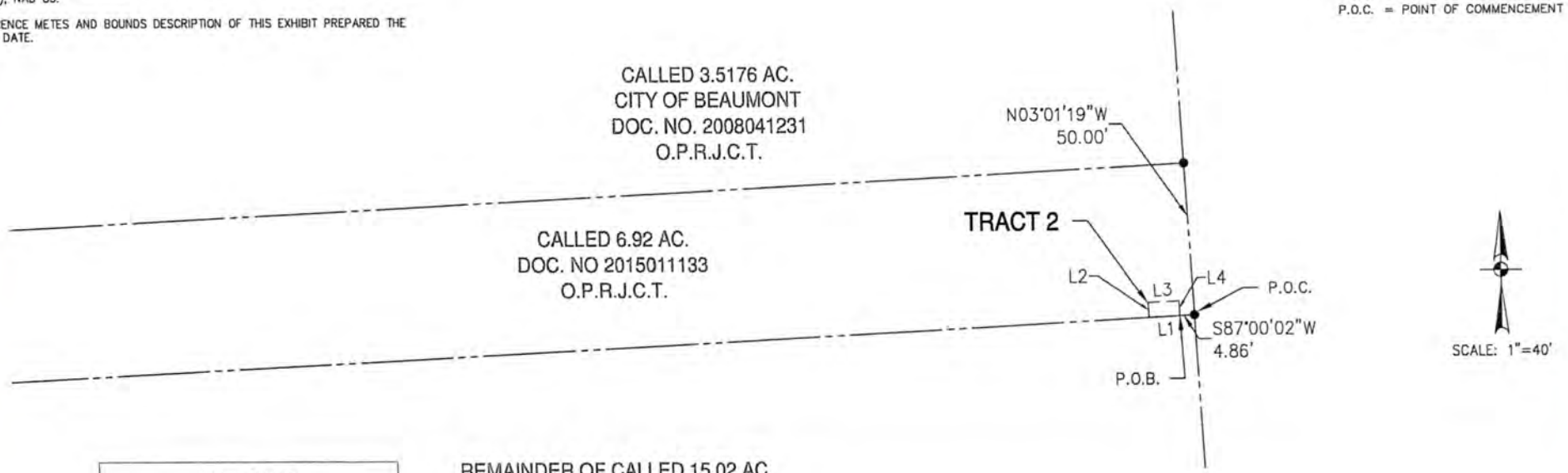
TRACT 2 – 50 SQUARE FEET WATERLINE EASEMENT

BEARINGS ARE BASED UPON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

REFERENCE METES AND BOUNDS DESCRIPTION OF THIS EXHIBIT PREPARED THE SAME DATE.

LEGEND:

● = FND 1/2" IRON PIN
O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



Line Table		
Line #	Length	Direction
L1	10.00'	S87°00'02"W
L2	5.00'	N02°59'58"W
L3	10.00'	N87°00'02"E
L4	5.00'	S02°59'58"E

STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

06/15/16

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NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555

008.005.104

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TBPE FIRM F-10961

EXHIBIT "E"
METES AND BOUNDS DESCRIPTION
FOR A
0.40 ACRE EXCLUSIVE WATERLINE EASEMENT
(TRACT 3)

Being a 0.40 of an acre Waterline Easement situated in the W.B. Dyches Survey, Abstract No. 17, Jefferson County, Texas, and being out of a 6.92 acre tract described in Document No. 2015011133, Official Public Records, Jefferson County, Texas, said 0.40 of an acre Waterline Easement being further described as follows:

BEGINNING at a 1/2 iron pin found for the interior corner of the said 6.92 acre tract;

THENCE along the East line of the said 6.92 acre tract S 02° 59' 58" E a distance of 10.00 feet, to a point for corner, from which a 1/2 iron pin found for a Southeast corner of the said 6.92 acre tract bears S 02° 59' 58" E a distance of 439.46 feet;

THENCE across said 6.92 acre tract, the following FIFTY TWO (52) calls:

1. S 87° 00' 02" W a distance of 17.09 feet to a point for corner;
2. N 47° 59' 41" W a distance of 22.63 feet to a point for corner;
3. S 87° 00' 02" W a distance of 3.94 feet to a point for corner;
4. S 02° 59' 58" E a distance of 10.00 feet to a point for corner;
5. S 87° 00' 02" W a distance of 10.00 feet to a point for corner;
6. N 02° 59' 58" W a distance of 10.00 feet to a point for corner;
7. S 87° 00' 02" W a distance of 27.18 feet to a point for corner;
8. S 02° 59' 58" E a distance of 5.00 feet to a point for corner;
9. S 87° 00' 02" W a distance of 10.00 feet to a point for corner;
10. N 02° 59' 58" W a distance of 5.00 feet to a point for corner;
11. S 87° 00' 02" W a distance of 170.50 feet to a point for corner;
12. S 02° 59' 58" E a distance of 5.00 feet to a point for corner;
13. S 87° 00' 02" W a distance of 10.00 feet to a point for corner;
14. N 02° 59' 58" W a distance of 4.62 feet to a point for corner;
15. S 42° 00' 19" W a distance of 17.93 feet to a point for corner;
16. S 03° 14' 25" E a distance of 169.89 feet to a point for corner;
17. S 07° 14' 18" E a distance of 138.25 feet to a point for corner;
18. S 51° 10' 46" E a distance of 27.48 feet to a point for corner;
19. N 84° 52' 46" E a distance of 93.34 feet to a point for corner;
20. N 49° 03' 36" W a distance of 9.93 feet to a point for corner;
21. N 40° 56' 24" E a distance of 10.00 feet to a point for corner;
22. S 49° 03' 36" E a distance of 10.92 feet to a point for corner;
23. N 40° 56' 24" E a distance of 14.18 feet to a point for corner;
24. N 02° 59' 58" W a distance of 175.74 feet to a point for corner;
25. S 87° 00' 02" W a distance of 30.50 feet to a point for corner;

26. N 02° 59' 58" W a distance of 10.00 feet to a point for corner;
27. N 87° 00' 02" E a distance of 30.50 feet to a point for corner;
28. N 02° 59' 58" W a distance of 51.69 feet to a point for corner;
29. S 87° 00' 02" W a distance of 30.50 feet to a point for corner;
30. N 02° 59' 58" W a distance of 10.00 feet to a point for corner;
31. N 87° 00' 02" E a distance of 30.50 feet to a point for corner;
32. N 02° 59' 58" W a distance of 71.53 feet to a point for corner;
33. N 87° 00' 02" E a distance of 10.00 feet to a point for corner;
34. S 02° 59' 58" E a distance of 244.29 feet to a point for corner;
35. N 87° 00' 02" E a distance of 50.50 feet to a point for corner;
36. S 02° 59' 58" E a distance of 10.00 feet to a point for corner;
37. S 87° 00' 02" W a distance of 50.50 feet to a point for corner;
38. S 02° 59' 58" E a distance of 68.70 feet to a point for corner;
39. S 40° 56' 24" W a distance of 31.22 feet to a point for corner;
40. S 84° 52' 46" W a distance of 102.84 feet to a point for corner;
41. N 51° 10' 46" W a distance of 12.29 feet to a point for corner;
42. S 38° 49' 14" W a distance of 27.25 feet to a point for corner;
43. S 05° 07' 14" E a distance of 64.47 feet to a point for corner;
44. N 84° 52' 46" E a distance of 5.00 feet to a point for corner;
45. S 05° 07' 14" E a distance of 10.00 feet to a point for corner;
46. S 84° 52' 46" W a distance of 5.00 feet to a point for corner;
47. S 05° 07' 14" E a distance of 12.93 feet to a point for corner;
48. S 50° 07' 14" E a distance of 6.69 feet to a point for corner;
49. N 84° 17' 45" E a distance of 243.38 feet to a point for corner;
50. S 05° 46' 41" E a distance of 10.00 feet to a point for corner;
51. S 84° 17' 49" W a distance of 69.92 feet to a point for corner;
52. S 28° 03' 43" E a distance of 5.28 feet to a point for corner located in the south line of the said 6.92 acre tract, common with the North line of a called 14.36 acre tract, described in Document No. 2004032106, Official Public Records, Jefferson County, Texas ;

THENCE continuing along the south line of the said 6.92 acre tract, common with the North line of said 14.36 acre tract, S 84° 16' 46" W a distance of 10.81 feet to a point for corner;

THENCE across said 6.92 acre tract, the following TWENTY EIGHT (28) calls:

1. N 28° 03' 43" W a distance of 5.29 to a point for corner;
2. S 84° 17' 49" W a distance of 166.87 feet to a point for corner;
3. N 50° 07'14" W a distance of 15.03 feet to a point for corner;
4. N 05° 07' 14" W a distance of 8.63 feet to a point for corner;
5. S 84° 52' 46" W a distance of 10.00 feet to a point for corner;
6. N 05° 07' 14" W a distance of 10.00 feet to a point for corner;
7. N 84° 52' 46" E a distance of 10.00 feet to a point for corner;
8. N 05° 07' 14" W a distance of 7.56 feet to a point for corner;
9. S 84° 52' 46" W a distance of 5.00 feet to a point for corner;
10. N 05° 07' 14" W a distance of 10.00 feet to a point for corner;
11. N 84° 52' 46" E a distance of 5.00 feet to a point for corner;
12. N 05° 07' 14" W a distance of 59.39 feet to a point for corner;
13. N 38° 49' 14" E a distance of 31.28 feet to a point for corner;

14. N 51° 10' 46" W a distance of 13.26 feet to a point for corner;
15. N 07° 14' 18" W a distance of 142.63 feet to a point for corner;
16. N 03° 14' 25" W a distance of 3.04 feet to a point for corner;
17. S 86° 45' 35" W a distance of 47.48 feet to a point for corner;
18. N 03° 14' 25" W a distance of 10.00 feet to a point for corner;
19. N 86° 45' 35" E a distance of 47.48 feet to a point for corner;
20. N 03° 14' 25" W a distance of 10.02 feet to a point for corner;
21. S 86° 45' 35" W a distance of 47.50 feet to a point for corner;
22. N 03° 14' 25" W a distance of 10.00 feet to a point for corner;
23. N 86° 45' 35" E a distance of 47.50 feet to a point for corner;
24. N 03° 14' 25" W a distance of 141.34 feet to a point for corner;
25. N 42° 00' 19" E a distance of 26.78 feet to a point for corner;
26. N 87° 00' 02" E a distance of 239.52 feet to a point for corner;
27. S 47° 59' 41" E a distance of 22.63 feet to a point for corner;
28. N 87° 00' 02" E a distance of 12.95 feet to the POINT OF BEGINNING containing 0.40 of an acre of land in Jefferson County, Texas.

Bearings are based upon Texas Coordinate System, South Central Zone (4204), NAD 83.

Reference exhibit of said 0.40 of an acre Waterline Easement prepared the same date.

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

06/15/16

N:_Projects\008 - Herman & Kittle Properties\008.005 - Beaumont, TX Multi-Family Development\
008.005.104 - Additional Easements\Esmts tract3 _Revised 11-3-15 MB-TN_Revised 6-14-16.docx

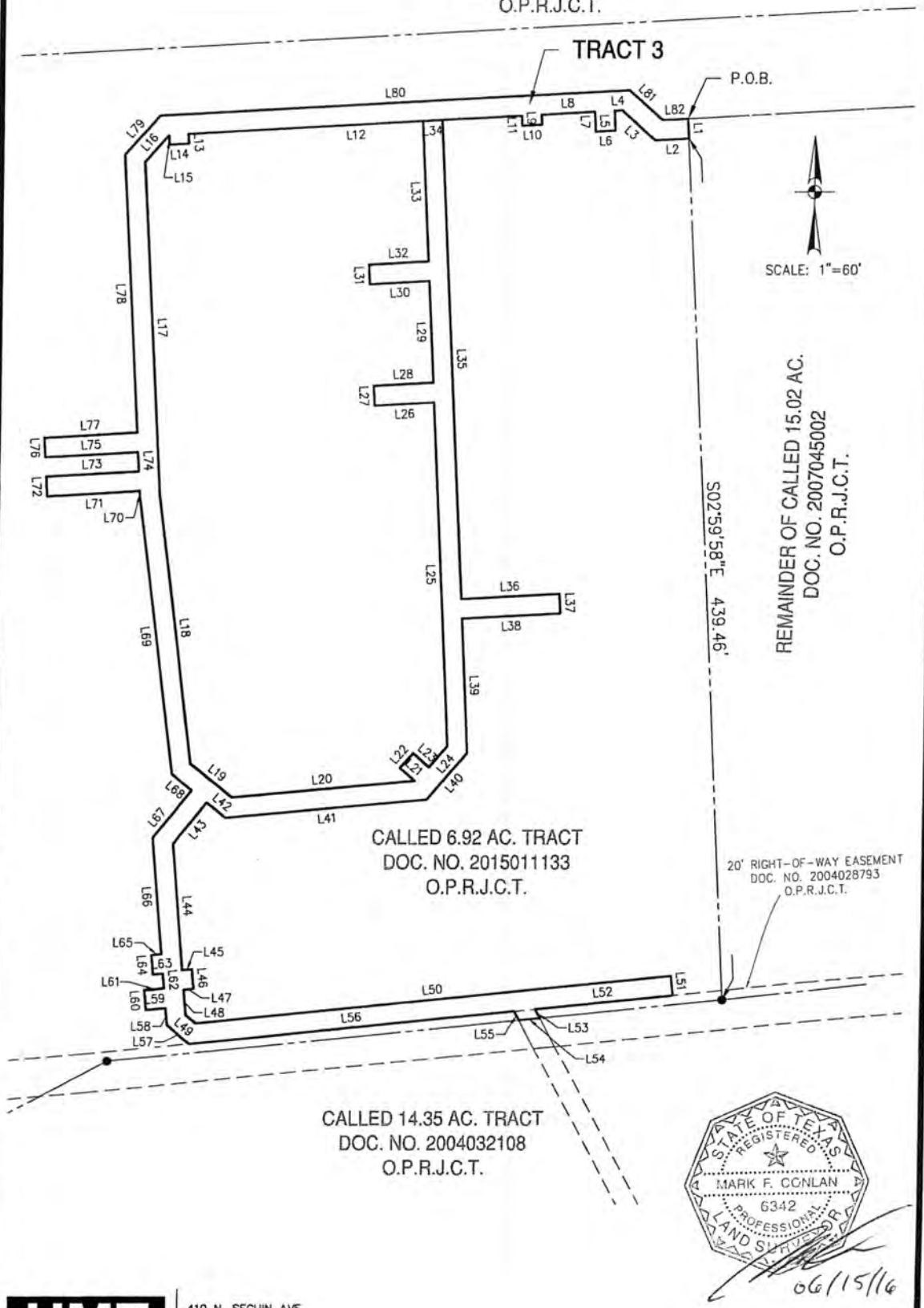
EXHIBIT "F"
TRACT 3 – 0.40 AC. WATERLINE EASEMENT

BEARINGS ARE BASED UPON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

REFERENCE METES AND BOUNDS DESCRIPTION OF THIS EXHIBIT PREPARED THE SAME DATE.

LEGEND:

● = FND 1/2" IRON PIN
O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING



STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

06/15/16

HMT
ENGINEERING & SURVEYING

410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555

EXHIBIT "F" TRACT 3 – 0.40 AC. WATERLINE EASEMENT

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	10.00	S02°59'58"E	L21	9.93	N49°03'36"W	L41	102.84	S84°52'46"W
L2	17.09	S87°00'02"W	L22	10.00	N40°56'24"E	L42	12.29	N51°10'46"W
L3	22.63	N47°59'41"W	L23	10.92	S49°03'36"E	L43	27.25	S38°49'14"W
L4	3.94	S87°00'02"W	L24	14.18	N40°56'24"E	L44	64.47	S05°07'14"E
L5	10.00	S02°59'58"E	L25	175.74	N02°59'58"W	L45	5.00	N84°52'46"E
L6	10.00	S87°00'02"W	L26	30.50	S87°00'02"W	L46	10.00	S05°07'14"E
L7	10.00	N02°59'58"W	L27	10.00	N02°59'58"W	L47	5.00	S84°52'46"W
L8	27.18	S87°00'02"W	L28	30.50	N87°00'02"E	L48	12.93	S05°07'14"E
L9	5.00	S02°59'58"E	L29	51.69	N02°59'58"W	L49	6.69	S50°07'14"E
L10	10.00	S87°00'02"W	L30	30.50	S87°00'02"W	L50	243.38	N84°17'45"E
L11	5.00	N02°59'58"W	L31	10.00	N02°59'58"W	L51	10.00	S05°46'41"E
L12	170.50	S87°00'02"W	L32	30.50	N87°00'02"E	L52	69.92	S84°17'49"W
L13	5.00	S02°59'58"E	L33	71.53	N02°59'58"W	L53	5.28	S28°03'43"E
L14	10.00	S87°00'02"W	L34	10.00	N87°00'02"E	L54	10.81	S84°16'46"W
L15	4.62	N02°59'58"W	L35	244.29	S02°59'58"E	L55	5.29	N28°03'43"W
L16	17.93	S42°00'19"W	L36	50.50	N87°00'02"E	L56	166.87	S84°17'49"W
L17	169.89	S03°14'25"E	L37	10.00	S02°59'58"E	L57	15.03	N50°07'14"W
L18	138.25	S07°14'18"E	L38	50.50	S87°00'02"W	L58	8.63	N05°07'14"W
L19	27.48	S51°10'46"E	L39	68.70	S02°59'58"E	L59	10.00	S84°52'46"W
L20	93.34	N84°52'46"E	L40	31.22	S40°56'24"W	L60	10.00	N05°07'14"W

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410 N. SEGUIN AVE.
NEW BRAUNFELS,
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EXHIBIT "F" TRACT 3 – 0.40 AC. WATERLINE EASEMENT

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L61	10.00	N84°52'46"E	L81	22.63	S47°59'41"E
L62	7.56	N05°07'14"W	L82	12.95	N87°00'02"E
L63	5.00	S84°52'46"W			
L64	10.00	N05°07'14"W			
L65	5.00	N84°52'46"E			
L66	59.39	N05°07'14"W			
L67	31.28	N38°49'14"E			
L68	13.26	N51°10'46"W			
L69	142.63	N07°14'18"W			
L70	3.04	N03°14'25"W			
L71	47.48	S86°45'35"W			
L72	10.00	N03°14'25"W			
L73	47.48	N86°45'35"E			
L74	10.02	N03°14'25"W			
L75	47.50	S86°45'35"W			
L76	10.00	N03°14'25"W			
L77	47.50	N86°45'35"E			
L78	141.34	N03°14'25"W			
L79	26.78	N42°00'19"E			
L80	239.52	N87°00'02"E			

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830.625.8555 - FAX: 830.625.8556
TBPE FIRM F-10961

EXHIBIT "G"
METES AND BOUNDS DESCRIPTION
FOR A
0.183 ACRE WATER LINE EASEMENT

Being 0.183 of an acre Water Line Easement out of the W.B. Dyches Survey, Abstract No. 17, Jefferson County, Texas, and being a portion of a called 15.02 acre tract (Tract II) described in Document Number 2007045002, Official Public Records, Jefferson County, Texas, said 0.183 of an acre Water Line Easement being further described as follows:

COMMENCING at a 3/8" iron pin found in the Westerly right-of-way of Old Dowlen Road, for the Northeasterly corner of a called 15.02 acre tract of land described in Document Number 2007045002, Official Public Records, Jefferson County, Texas, common with the Southeast corner of a called 3.5176 acre tract of land described in Document Number 2008041231, Official Public Records, Jefferson County, Texas;

THENCE along the Easterly line of said 15.02 acre tract and the Westerly right-of-way line of Old Dowlen Road, South 03° 01' 19" East, a distance of 50.00 feet to the Northeast corner and POINT OF BEGINNING of this herein described 0.183 acre Water Line Easement;

THENCE continuing along the Easterly line of said 15.02 acre tract and the Westerly right-of-way line of Old Dowlen Road, South 03° 01' 19" East, a distance of 10.00 feet to a point for the Southeasterly corner of this herein described 0.183 acre Water Line Easement, from which a 1/2" iron pin found for the Southeast corner of said 15.02 acre tract bears South 03° 01' 19" East, a distance of 432.31 feet;

THENCE across said 15.02 acre tract, the following three (3) calls:

1. South 87° 00' 02" West, a distance of 795.24 feet to a point for the Southwest corner of this herein described tract;
2. North 02° 59' 58" West, a distance of 10.00 feet to a point for the Northwest corner of this herein described tract;
3. North 87° 00' 02" East, a distance of 795.24 feet to the POINT OF BEGINNING and containing 0.183 acres of land in Jefferson County, Texas.

Bearings contained herein are based upon the Texas Coordinate System, South Central Zone (4204), NAD83.

Surveyed this the 18th day of March, 2015.

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

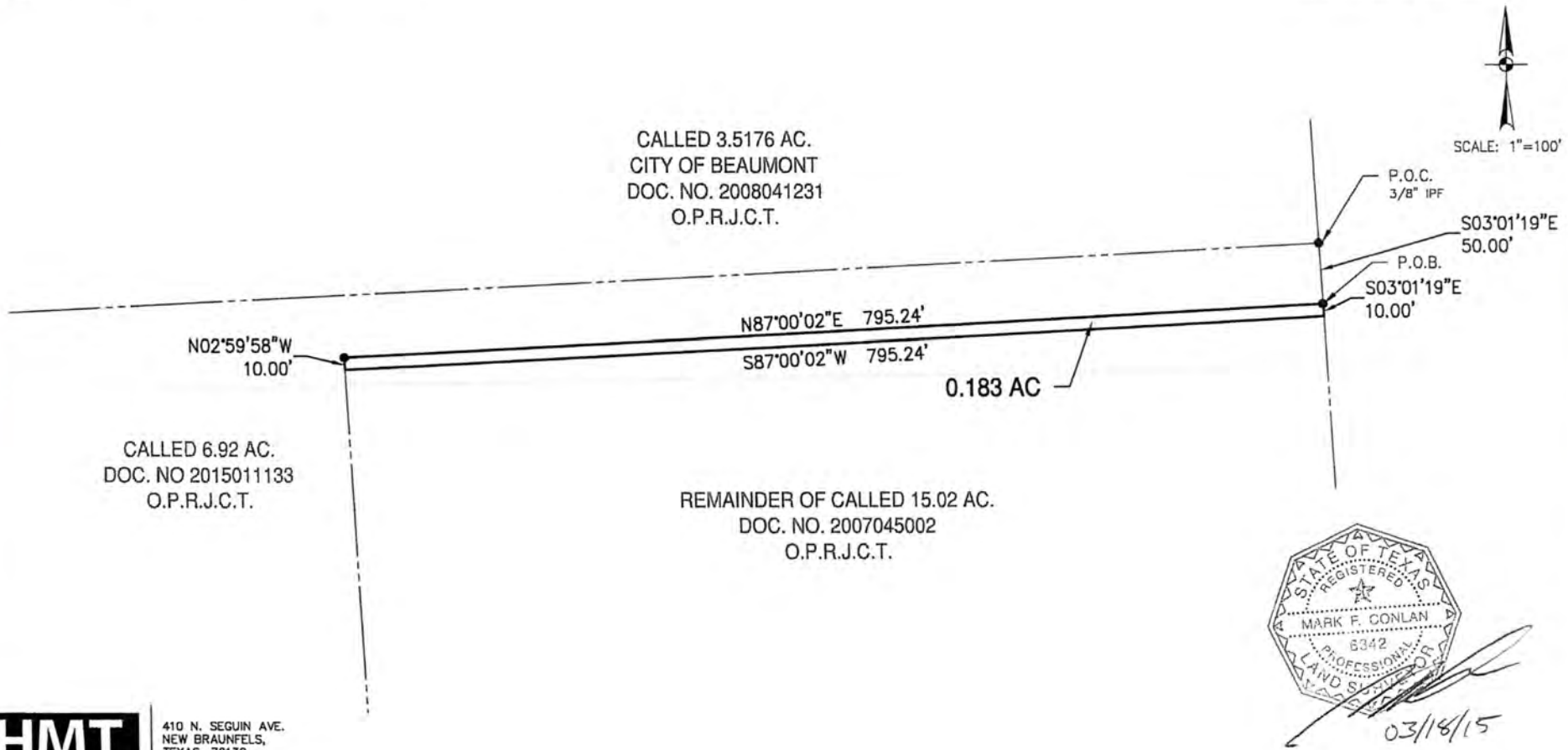
EXHIBIT "H"
0.183 AC WATER LINE EASEMENT

BEARINGS ARE BASED UPON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

REFERENCE METES AND BOUNDS DESCRIPTION OF THIS EXHIBIT PREPARED THE SAME DATE.

LEGEND:

- ● = FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
- O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT



STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

03/18/15

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PH: (830)625-8555

008.005.104

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	July 5, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the acceptance of a ten foot (10') wide Water Line Easement.

BACKGROUND
The Pointe Beaumont, LLC and Promise Properties, LLC has agreed to convey a ten foot (10') wide Water Line Easement to the City of Beaumont. The easement is described as being a 0.004 acre tract out of a 6.92 acre tract situated in the W. B. Dyches Survey, Abstract No. 17. The water line easement is for the construction of new apartments located at 4165 Old Dowlen Road.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, The Pointe Beaumont, LLC and Promise Properties, LLC have agreed to convey a ten foot (10') wide water line easement, said easement being a 0.004 acre tract out of a 6.92 acre tract situated in the W.B. Dyches Survey, Abstract No. 17 as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the construction of new apartments located at 4165 Old Dowlen Road; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT a ten foot (10') wide water line easement conveyed by The Pointe Beaumont, LLC and Promise Properties, LLC, being a 0.004 acre tract out of a 6.92 acre tract situated in the W.B. Dyches Survey, Abstract No. 17 as described and shown in Exhibit "1," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, **THE POINTE BEAUMONT, LLC & PROMISE PROPERTIES, LLC**, Delaware limited liability companies, hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the **CITY OF BEAUMONT**, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a perpetual, exclusive, water line easement (the "Easement") to construct, alter, and maintain waterlines and related appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in **Exhibits "A & B"**, attached and made a part hereof for all purposes (the "Easement Area").

The Easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and related appurtenances in the Easement Area, and, it is expressly understood and agreed that the City of Beaumont shall have the right of reasonable ingress to and egress from the Easement Area and use of the same for the purposes aforesaid; provided, however that Grantee use of the Easement

and the rights appurtenant thereto shall in no event unreasonably interfere with or hinder the business operations on the Grantor's adjacent property and/or Grantor's ingress and egress thereto.

Grantor reserves the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the purposes provided herein, including but not limited to the right to place surfacing materials over and across the Easement Area and to use the same for parking areas, driveways, walkways or sidewalks, landscaping and/or lighting; provided, however, no permanent buildings may be placed on the Easement Area. Notwithstanding the foregoing, Grantee shall not be responsible for the repair and replacement of any improvements placed by Grantor within the Easement Area and the same shall be repaired and maintained by Grantor, at Grantor's sole cost and expense.

The conveyance of the Easement granted herein is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, in the Easement Area of record in the office of the County Clerk of the County of Jefferson (collectively, the "Permitted Exceptions").

This Easement may be amended or terminated only by the written consent of the parties hereto, or their respective successors and assigns.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

EXECUTED this _____ day of _____, 2016.

GRANTOR:

The Pointe Beaumont, LLC, a Delaware limited liability company

By: Bailey Properties, LLC, an Arkansas limited liability company

By: BSR Trust, LLC, a Delaware limited liability company, Sole Member

By: _____
Daniel M. Oberste, Chief Investment Officer & Secretary

Promise Properties, LLC, an Arkansas limited liability company

By: _____
Robert S. Shafer, Authorized Manager

(INTENTIONALLY LEFT BLANK)

ACKNOWLEDGMENT

STATE OF ARKANSAS X

COUNTY OF PULASKI X

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Robert S. Shafer, Authorized Manager, of Promise Properties, LLC, an Arkansas limited liability company, known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said partnership and its general partner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2016.

_____

Notary Public, State of Arkansas

STATE OF ARKANSAS X

COUNTY OF PULASKI X

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Daniel M. Oberste, Chief Investment Officer & Secretary, of The Pointe Beaumont, LLC, a Delaware limited liability company, known to me to be the person name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said partnership and its general partner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2016.

_____

Notary Public, State of Arkansas

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

HMT
ENGINEERING & SURVEYING

410 N. Seguin Ave.
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METES AND BOUNDS DESCRIPTION
FOR A
0.004 ACRE EXCLUSIVE WATERLINE EASEMENT
(TRACT 4)

Being a 0.004 of an acre Waterline Easement situated in the W.B. Dyches Survey, Abstract No. 17, Jefferson County, Texas, and being out of a 6.92 acre tract described in Document No. 2015011133, Official Public Records, Jefferson County, Texas, said 0.004 of an acre Waterline Easement being further described as follows:

BEGINNING at a point in the South line of the said 6.92 acre tract, common with the North line of a called 14.35 acre tract, described in Document No. 2004032108, Official Public Records, Jefferson County, Texas, from which a 1/2 iron pin found for a Southeast corner of the said 6.92 acre tract bears N 84° 16' 46" E a distance of 92.95 feet;

THENCE across the said 14.35 acre tract, the following three (3) calls;

1. S 28° 03' 43" E a distance of 16.43 feet to a point for corner;
2. S 84° 13' 19" W a distance of 10.81 feet to a point for corner;
3. N 28° 03' 43" W a distance of 16.44 feet to a point for corner, in the South line of the said 6.92 acre tract, common with the North line of said 14.36 acre tract, from which a

THENCE along the South line of the said 6.92 acre tract, common with the North line of said 14.36 acre tract, N 84° 16' 46" E a distance of 10.81 feet to the POINT OF BEGINNING containing 0.004 of an acre of land in Jefferson County, Texas.

Bearings are based upon Texas Coordinate System, South Central Zone (4204), NAD 83.

Reference exhibit of said 0.004 of an acre Waterline Easement prepared the same date.

STATE OF TEXAS
REGISTERED
MARK F. CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

11/03/15

Mark F. Conlan
Registered Professional Land Surveyor No. 6342

N:_Projects\008 - Herman & Kittle Properties\008.005 - Beaumont, TX Multi-Family Development\008.005.104 - Additional Easements\Easment-tract4.docx

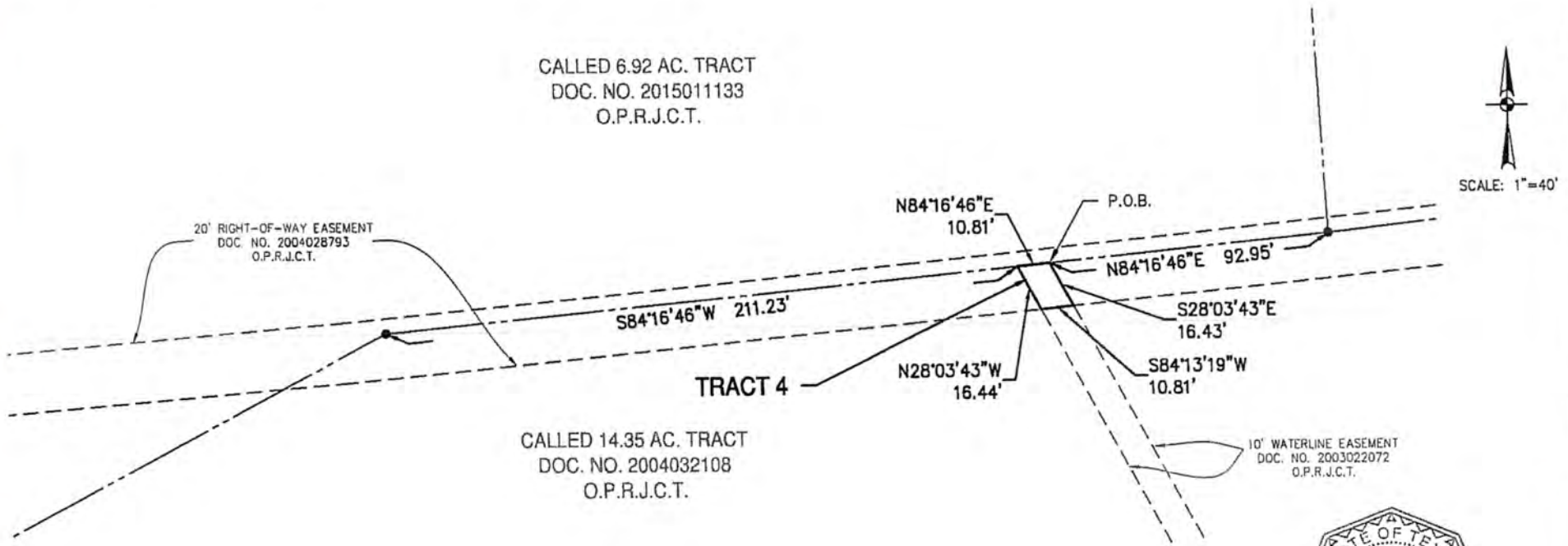
EXHIBIT "B"
TRACT 4 – 0.004 AC. WATERLINE EASEMENT

BEARINGS ARE BASED UPON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

REFERENCE METES AND BOUNDS DESCRIPTION OF THIS EXHIBIT PREPARED THE SAME DATE.

LEGEND:

● = FND 1/2" IRON PIN
O.P.R.J.C.T. = OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING



STATE OF TEXAS
REGISTERED
MARK F CONLAN
6342
PROFESSIONAL
LAND SURVEYOR

11/03/15

HMT
ENGINEERING & SURVEYING

410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555

008.005.104

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 5, 2016 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda items 1, 4 and 5/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider an election of Mayor Pro Tempore

2. Consider a request for a Specific Use Permit to operate a boat trailer manufacturing and repair business on property zoned GC-MD (General Commercial-Multiple Family Dwelling District) at 4832 Washington Boulevard

3. Consider a request for a Specific Use Permit to operate a silver recovery business on property zoned LI (Light Industrial District) at 6650 Westwood Boulevard

4. Consider a resolution authorizing the award of a bid to G & G Enterprises Construction Corp. of Beaumont for the construction of the new Best Years Center

5. Consider a resolution amending Section 20.03.004, Speed Limits Decreased in School Zones, of the Code of Ordinances that would update the locations and limits of school speed zones

COMMENTS

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777.

1

July 5, 2016

Conduct an election of Mayor Pro Tempore

Article III, Section 6 of the City Charter states "The City Council shall elect one of its members as Mayor Pro Tempore for a one (1) year term. The Mayor Pro Tempore shall perform the duties of the Mayor in case of the absence or inability of the Mayor to perform the duties of his/her office, and, if a vacancy occurs, shall become Mayor for the unexpired term."

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT _____ is elected Mayor Pro Tempore for a one (1) year term.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

2

July 5, 2016

Consider a request for a Specific Use Permit to operate a boat trailer manufacturing and repair business on property zoned GC-MD (General Commercial-Multiple Family Dwelling District) at 4832 Washington Boulevard

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	July 5, 2016
REQUESTED ACTION:	Council consider a request for a Specific Use Permit to operate a boat trailer manufacturing and repair business on property zoned GC-MD (General Commercial-Multiple Family Dwelling District) at 4832 Washington Boulevard.

BACKGROUND
Royce V. Long has been in operation at 5480 Washington with a Specific Use Permit since March of 2011 and has now entered into a lease for the property located at 4832 Washington Boulevard. Mr. Long states that the property will be used for the construction and repair of trailers and parts sales. Welding of steel and aluminum will be done inside the building. All galvanizing of trailers and parts will be done by AZZ Galvanizing at another location. No use of chemicals that have any odor will be used on the property. The only dust will be from table and circular saws. All grinding of small steel items, cutting of plywood or any other type of noisy operation will be inside the building where plywood walls and insulation have been installed to prevent any disturbance to neighbors.

Hours of operation are from 8 a.m. to 5 p.m., Monday through Friday and sometimes on Saturday. The trailers will be parked inside a fenced area. Mr. Long states that his company does not work on anything such as chemical tanks or any large vessel type trailer other than repairing lights on such trailers.

At a Joint Public Hearing held on June 20, 2016, the Planning Commission voted 8:0 to approve a request to consider a Specific Use Permit to operate a boat trailer manufacturing and repair business on property zoned in a GC-MD (General Commercial - Multiple Family Dwelling District) at 4832 Washington Boulevard.

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: Royce V. Long

APPLICANT'S ADDRESS: 4580 Meadowbrook St. Vidor Tx 77662

APPLICANT'S PHONE #: 409-860-9991 FAX #: 409-842-9998

NAME OF OWNER: ~~Royce V. Long~~ SUE A. De Casdorph Trust

ADDRESS OF OWNER: 1683 Lindbergh

LOCATION OF PROPERTY: 4832 Washington Blvd Bmt TX 77707

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. _____ OR TRACT 5

BLOCK NO. A PLAT _____

ADDITION Washington Place SURVEY _____

NUMBER OF ACRES .787 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: Manufacturing + Repairing trailers and parts ZONE: GC-MD

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 ½" 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 ½ ACRE	$250.00
½ 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: Royce Long DATE: 5/26/16

SIGNATURE OF OWNER _____ (IF NOT APPLICANT) DATE: 5/26/16

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.

May 26, 2016

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

To Whom It May Concern:

If a permit is issued the property will be kept clean and orderly. All trailers will be parked on property inside the fenced area. Welding of steel and aluminum will be done inside of the building. All trash will be put into a dumpster which is hidden behind the fence. All scrap metal will be put into a scrap iron dumpster, which is also hidden behind the fence. The fence is taller than the dumpsters.

Use of the property will be for use of construction and repair of trailers, parts and sales. All galvanizing of trailers and parts is done by AZZ Galvanizing at their plant, not on site. Work and storage of trailers will be restricted to inside of building or fenced area. All fabrication in done inside the building.

1 gate is installed on site. No further entrance way is needed. All water, roads, fencing, outside lights and security cameras are in place with nothing pointed away from property, so as not to bother adjoining property owners.

Parking of vehicles and trailers will be inside fenced area. All drop offs of trailers will be inside the fenced area, so as not to impede traffic on the roadway. The parking area on the outside of our fence will be for employee parking so customers will have to park on the inside of the fence area.

No use of chemicals that have any odor will be used on property. The only dust will be from table saws and circular saws. All grinding of small steel items cutting of plywood or any type of noisy operations will be inside of building.

All surrounding properties are already commercial and/or industrial businesses. There is no residential housing near this property. Several of the neighboring businesses are also our customers as well as our vendors.

We currently have a 6' chain link fence around the property. We ask to waive the landscaping and screening requirements and use the existing. If not please allow us to install the privacy slats into the existing fence.

Our hours of operation are from 8 a.m. to 5p.m. Monday through Friday and Saturday by appointment.

Some work is presently done at 5480 Washington Blvd. Ste. A Beaumont, TX 77707 and we have been at that location since 2011. We do not work on anything such as chemical tanks or any large vessel type trailers.

We do have a permit issued by the city of Beaumont to work on site at the new location, however, all work is being done inside and trailers are not stored at this location until a specific use permit has been issued.

Thank you,

Royce Long
Long's Trailer Repair

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A BOAT TRAILER MANUFACTURING AND REPAIR BUSINESS IN A GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT AT 4832 WASHINGTON BOULEVARD IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Royce V. Long has applied for a specific use permit to allow a boat trailer manufacturing and repair business in a GC-MD (General Commercial-Multiple Family Dwelling) District, at 4832 Washington Boulevard, being Tract 5, Block A, Washington Place Addition, Beaumont, Jefferson County, Texas, containing 0.787 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 boat trailer manufacturing and repair business in a GC-MD (General Commercial-Multiple Family Dwelling) District at 4832 Washington Boulevard; 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 boat trailer manufacturing and repair business in an GC-MD (General Commercial-Multiple Family Dwelling) District at 4832

Washington Boulevard, being Tract 5, Block A, Washington Place Addition, Beaumont Jefferson County, Texas, containing 0.787 acres, more or less as shown on Exhibit "A," is hereby granted to Royce V. Long, 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 5th day of July, 2016.

_____

- Mayor Becky Ames -

File 2265-P: Consider a request for a Specific Use Permit request to operate a boat trailer manufacturing and repair business on property zoned GC-MD (General Commercial – Multiple-Family Dwelling District).

Applicant: Royce V. Long

Location: 4832 Washington Boulevard

N

0 100 200 Feet

EXHIBIT "A"

~~Not to Scale~~

1" = 40'

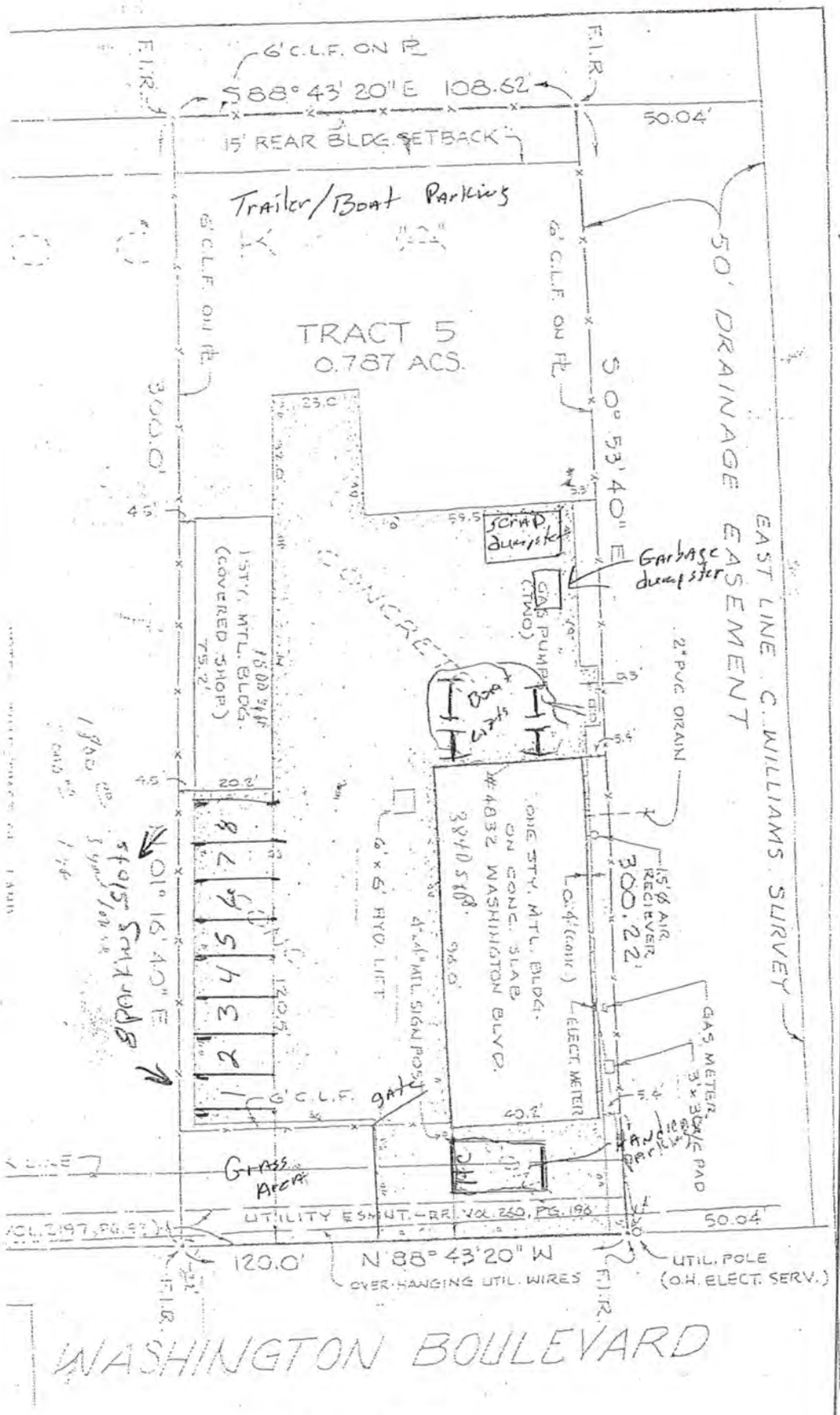


EXHIBIT "B"

3

July 5, 2016

Consider a request for a Specific Use Permit to operate a silver recovery business on property zoned LI (Light Industrial District) at 6650 Westwood Boulevard

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Boone, Planning & Community Development Director
MEETING DATE:	July 5, 2016
REQUESTED ACTION:	Council consider a request for a Specific Use Permit to operate a a silver recovery business on property zoned LI (Light Industrial District) at 6650 Westwood Boulevard.

BACKGROUND
Michael Montoya and Austin Haylock have applied for a Specific Use Permit for the property located at 6650 Westwood Boulevard. The applicant would like to recover silver from x-ray photo solution at this location. Recovery would be performed by a combination of electrolysis and filtration. Purification of the silver is accomplished with a jewelry kiln to melt the silver. When photo solution is saturated with silver chloride to the point that silver extraction is profitable, the solution is a hazardous material. Based on the application, it appears that the City of Beaumont requires that wastewater meets a higher standard than what the applicant has proposed. The City water quality staff has been communicating with the applicant, but has not yet received all the data needed to fully analyze the process used.

At a Joint Public Hearing held on June 20, 2016, the Planning Commission voted 8:0 to approve a request to consider a Specific Use Permit to operate a silver recovery business on property zoned in a LI (Light Industrial District) at 6650 Westwood Boulevard with the following conditions:

1. No processed water discharged into the public sewer system without approval of the Water Utilities Department; all processed water be disposed of off-site.

FUNDING SOURCE
Not applicable.

RECOMMENDATIONS
Approval of the ordinance with the following condition:

1. No processed water discharged into the public sewer system without approval of the Water Utilities Department; all processed water be disposed of off-site.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS

(Chapter 28, City Codes)

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

APPLICANT'S NAME: Michael Montoya & Austin Haylock

APPLICANT'S ADDRESS: 6650 C Beaumont TX. 77707

APPLICANT'S PHONE #: (409) 434-0518 FAX #:

NAME OF OWNER: PAUL D DRAWHORN

ADDRESS OF OWNER: 7080 CALDER AVE APT B308

LOCATION OF PROPERTY: 6650 WESTWOOD BLVD, SUITE C, BEAUMONT TX 77707

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. LOT 4-6 OR TRACT

BLOCK NO. 1 PLAT

ADDITION WESTWOOD SURVEY

NUMBER OF ACRES 1.3756 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: SILVER RECOVERY FROM PHOTO SOLUTION ZONE: LI

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

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

ATTACH A REDUCED 8 ½" 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 ½ ACRE	$250.00
½ 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: DATE: 31 May 2016

SIGNATURE OF OWNER: (IF NOT APPLICANT) DATE: 5-31-16

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.

PROCESS AND ACTIVITIES

1. PREFACE: M6 Metal Recovery & Refining, henceforth know as the APPLICANT, is a start up firm in the business of processing chemicals, electronic waste (e-waste), jewelry and other various mediums, to recover precious metals and refine them to their purest form and eventually sell on the wholesale and/or public market. All actions are accomplished using the proper personal protective equipment (PPE) and other serviceable tools and equipment to safely recover and refine all types of precious metals.

1.1 SILVER: At the moment, an estimated 100% of the APPLICANT'S revenue stream comes in the form of silver. Partnership agreements with local Industrial X-Ray inspection firms (CUSTOMER) allow the APPLICANT provide the service of removing their used chemicals (fixer solution). CUSTOMER's expose x-ray film to the fixer solution, which overtime saturates the solution with silver chloride. When saturated with silver chloride, the fixer solution can be refined to extract said silver content. While densely saturated fixer solution is considered a hazardous material (HAZMAT) by the EPA, upon extraction of silver chloride to a level at or below .005 parts per million (PPM), the remaining fixer solution is considered neutralized and poses no risk factor to the environment, thus can be disposed of directly into the city sewage.

1.2 GOLD: Future potential revenue streams include processing mediums such as; e-waste with trace amounts of precious metals(i.e.: used computer chips and other electronics), and consumer jewelry. Precious metals from this medium are refined to remove all contaminants to provide customers with gold in its purest form. As a layman example, if a customer were to approach the APPLICANT with five (5) troy ounces (oz) of 10K gold jewelry and request our services, we would then refine said gold to remove all other alloys within the gold to return approximately a two (2) troy oz 24K gold inglet.

PLATINUM: Future potential revenue streams include processing refinery catalyst to extract platinum content.

2. ACTIVITIES: All activities of the APPLICANT are outlined as follows:

2.1 TRANSPORTATION: Per § 1.1, the APPLIACANT has partnered with firms in the local area to perform a service to remove and dispose of saturated fixer solution. The APPLICANT is responsible for transporting the chemicals, in accordance with DOT regulations, from the CUSTOMER's location to the APPLICANTS location for offload and processing. The fixer solution by itself is considered a Non-Hazardous Material. However, when exposed to x-ray film, silver chloride transfers from the film to the fixer solution, thus making the fixer solution a Class I HAZMAT for transportation purposes.

2.2 METAL RECOVERY: The following provides a step by step approach to the recovery of silver from saturated fixer solution.

2.2.1 DOWNLOAD: Upon delivery and receipt saturated fixer solution from CUSTOMER's, all product will be downloaded to an onsite replenishing tank.

2.2.1 PHASE I - PRIMARY RECOVERY: When the APPLICANT is ready to start the recovery process, the saturated chemical solution shall be pumped from the replenishing tank to the primary recovery tank. Initial recovery is performed by simple electrolysis. The electrolysis recovers, on average, an approximately 98% of the silver content within the fixer solution. However, this is not sufficient to meet the EPA requirements of reducing content down to a maximum level of 5 PPM.

2.2.2 PHASE II - SECONDARY RECOVERY: The processed fixer solution is then pumped into the secondary recovery tank. Once in this tank, the fixer solution is pumped at a rate of 100mL per hour into the secondary recovery filtration system. The filtration system is basically a canister filled with steel wool, or some other type of metal shavings/filtration medium. The canisters are specifically engineered to ensure all solution pumped into said canister comes into contact with the filtration medium. Once the solution makes contact with the metal within the filter, it pulls the remaining silver from the solution. The end result of this process is a fixer solution with a silver content at or below the EPA required 5 PPM.

2.2.3 PHASE III - DISPOSAL: As the secondary filtration progresses, the filtered solution is drained into the disposal tank. Once the entire batch of chemical has been completely processed, the disposal tank is tested using a calibrated spectrophotometer, which can accurately verify the silver saturation content is at or below the EPA regulation of 5 PPM. or 3 PPM

2.2.4 PHASE IV - REMOVAL & WASHING OF SILVER: Upon completion of PHASE I, once the fixer solution is pumped to the secondary recovery unit, the remaining by product is sludge. This silver sludge is shoveled out of the primary recovery tank and transferred into a flask with a special HEPA filter. The flask is then sealed and vacuum pumped with hot water to remove all excess fixer solution. The HEPA filter ensures no silver content can escape with the filtered water and fixer solution. Upon completion of washing the silver content, it becomes a powder form.

2.2.5 SPILAGE MITIGATION: All tanks are made from polyethylene with the proper fittings to ensure no tank leaks. However, any and all tanks with holding saturated HAZMAT fixer solution will be placed on spill containment pads as an extra precautionary measure.

2.3 METAL REFINING PROCESS: Once the silver has been recovered and washed IAW § above, the APPLICANT can proceed to the refining process.

2.3.1 PHASE I - MELTING: The silver power will be melted at 2,100 degrees using a jewelry kiln to remove all remaining excess dirt and remaining contaminants. Once melted, the silver is then cooled in water to create what is called silver shot.

2.3.2 PHASE II - REFINING W/ NITRIC ACID: Silver shot is then placed into a bath of nitric acid within a stainless steel container. Once in the nitric acid an electrolysis process, similar to the process identified in § 2.2.1, is applied. While the nitric acid dissolves the silver shot, the electrolysis process pulls the pure silver directly to the stainless steel container, silver in crystal form. The nitric acid is warmed to approximately 145 degrees F while this process is taking place. The APPLICANT shall be installing a self filtering vent hood to contain any potential fumes from the nitric acid. In addition the APPLICANT shall be utilizing a respirator as a further precautionary measure. The used nitric acid is then stored within plastic containers in a locked cabinet and recycled for use at a later date or when the next batch is ready for refining.

2.3.3 PHASE III - MELTING: Upon completion of phase II, the refined silver is then melted and poured into silver molds. Once cooled, the refined silver is then sold to customers across the country.

2.4 REPEAT: Upon completion of the recovery and refining process, the operation is then repeated, accordingly. Operations can and shall be scaled depending on workload.

"EIGHT CONDITIONS" COMPLIANCE LETTER

Condition #1: The APPLICANTS use of this space is compatible with typical use of these type of warehouse facilities. Operations shall bear no impact on the "use" and/or "enjoyment" of other surrounding properties, nor will operations damage, impair or diminish property value.

Condition #2: While the APPLICANT is unaware of any future development within this specific area of operation, operations conducted under this specific use permit will pose no impedance to any development and/or improvement of surrounding properties, vacant or occupied.

Condition #3: All required utilities, access roads, drainage and supporting facilities have been provided and are currently available onsite for operational usage.

Condition #4: Given the size of the APPLICANTS operation, the parking, and access roads provided will ensure no adverse affect to the general public and/or adjacent development. APPLICANT is a two (employee) company and the subject location is not a store front to accommodate customers, thus adequate parking is available onsite.

Condition #5: Vent hood installation shall mitigate any potential odor produced from the refining process. No other issues such as, dust noise, vibration or any disturbance is anticipated.

Condition #6: All lighting required for operations are contained within the warehouse facility. Adequate lighting for operations has been provided and will not disturb any neighboring properties.

Condition #7: Warehouse facility is located on a large concrete pad. The APPLICANT is not responsible for any vegetation surrounding the property. Request waiver for landscaping & screening requirements to use existing.

Condition #8: As you will note upon reading this application package, all proposed usage is in accordance with the comprehensive process/activity plan outlined within this package.

----------END APPLICATION----------

Any questions can be referred to Austin Haylock via email at austin@m6metals.com or phone at (409) 434-0518.

Austin A. Haylock

SITE PLAN REVIEW

FOR

SPECIFIC USE PERMIT APPROVAL

TO: Fire Marshal, Engineering, Public Health, Public Works, Traffic Division, Water Utilities and Planning & Community Development

FROM: Planning Division - Adina Ward

SUBJECT: Specific Use Permit Review for **FILE:** 2266-P **Meeting. Date:** 06/20/16

Applicant: Michael Montoya & Austin Haylock **Phone #** (409)434-0518

S.U.P. request for: to operate a silver recovery business on property zoned LI

Respond by: 6/8/16

REVIEW:

☐ Plans for the proposed use were reviewed and approved.

☐ Plans were approved with the following conditions:

☒ Plans were NOT approved for the following reason:

Submitted application does not meet or exceeds the City of Beaumont's wastewater discharge limits. The applicant must coordinate with the Quality Control division at 409-785-3006.

WATER UTILITIES
Department

Amelia Villarreal
Signed

6-8-2016
Date

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A SILVER RECOVERY BUSINESS IN AN LI (LIGHT INDUSTRIAL) DISTRICT AT 6650 WESTWOOD BOULEVARD IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Michael Montoya and Austin Haylock have applied for a specific use permit to allow a silver recovery business in an LI (Light Industrial) District, at 6650 Westwood Boulevard, being Lots 4-6, Block 1, Westwood Addition, Beaumont, Jefferson County, Texas, containing 1.376 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 silver recovery business in an LI (Light Industrial) District at 6650 Westwood Boulevard, subject to the following condition:

- No processed water discharged into the public sewer system without approval of the Water Utilities Department
- All processed water be disposed of off-site

; 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 silver recovery business in an LI (Light Industrial) District at 6650 Westwood Boulevard, being Lots 4-6, Block 1, Westwood Addition, Beaumont Jefferson County, Texas, containing 1.376 acres, more or less as shown on Exhibit "A," is hereby granted to Michael Montoya and Austin Haylock, their legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- No processed water discharged into the public sewer system without approval of the Water Utilities Department
- All processed water be disposed of off-site

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 5th day of July, 2016.

_____

- Mayor Becky Ames -

File 2266-P: Consider a request for a Specific Use Permit to operate a silver recovery business in on property zoned LI (Light Industrial District).

Applicant: Michael Montoya & Austin Haylock

Location: 6650 Westwood Boulevard

N

0 100 200 300 400 Feet

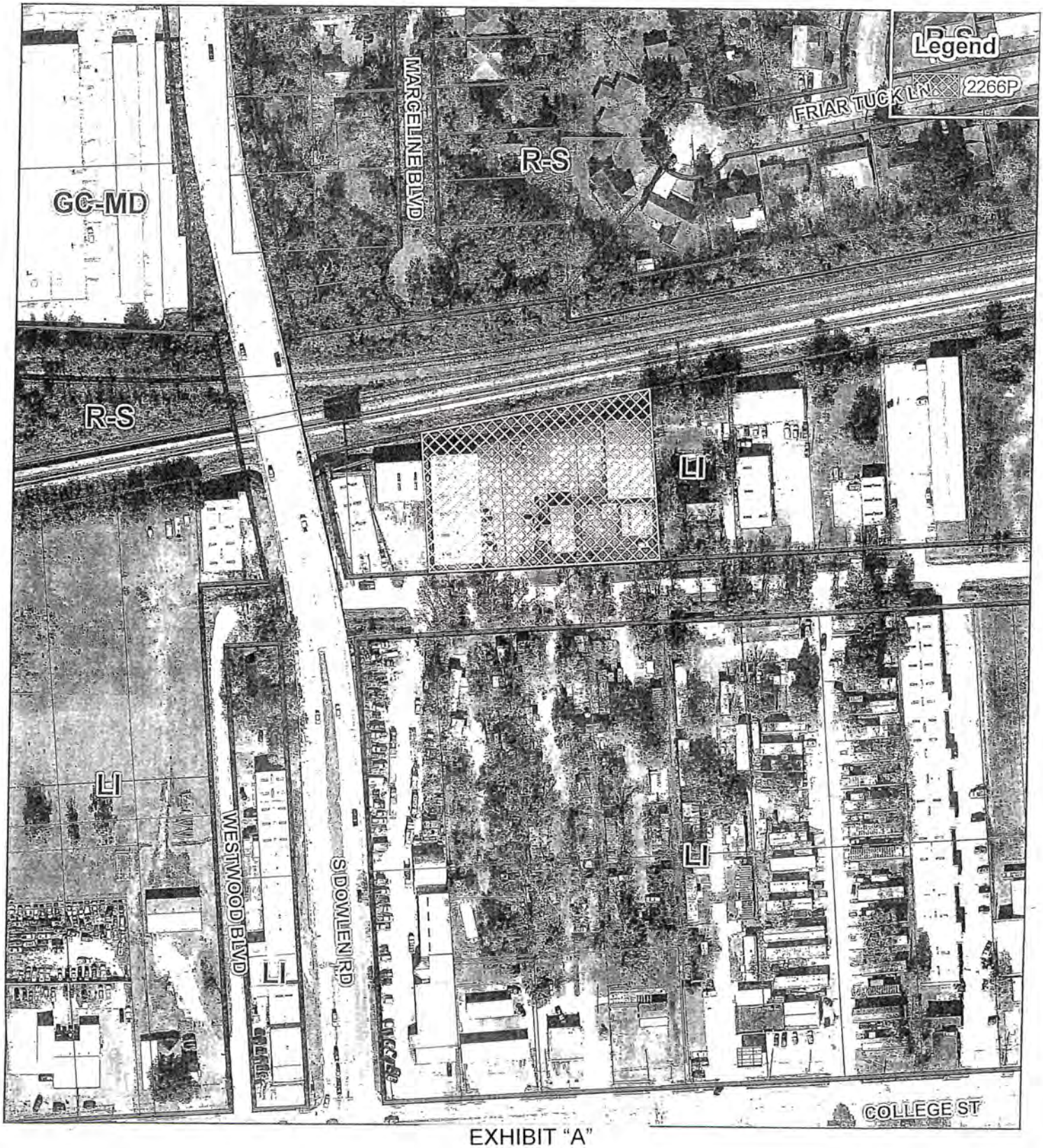


EXHIBIT "A"

M6 Metal Recovery & Refining
Business Type: City Ordinance 3341 - Silver Recovery from Photo Solution

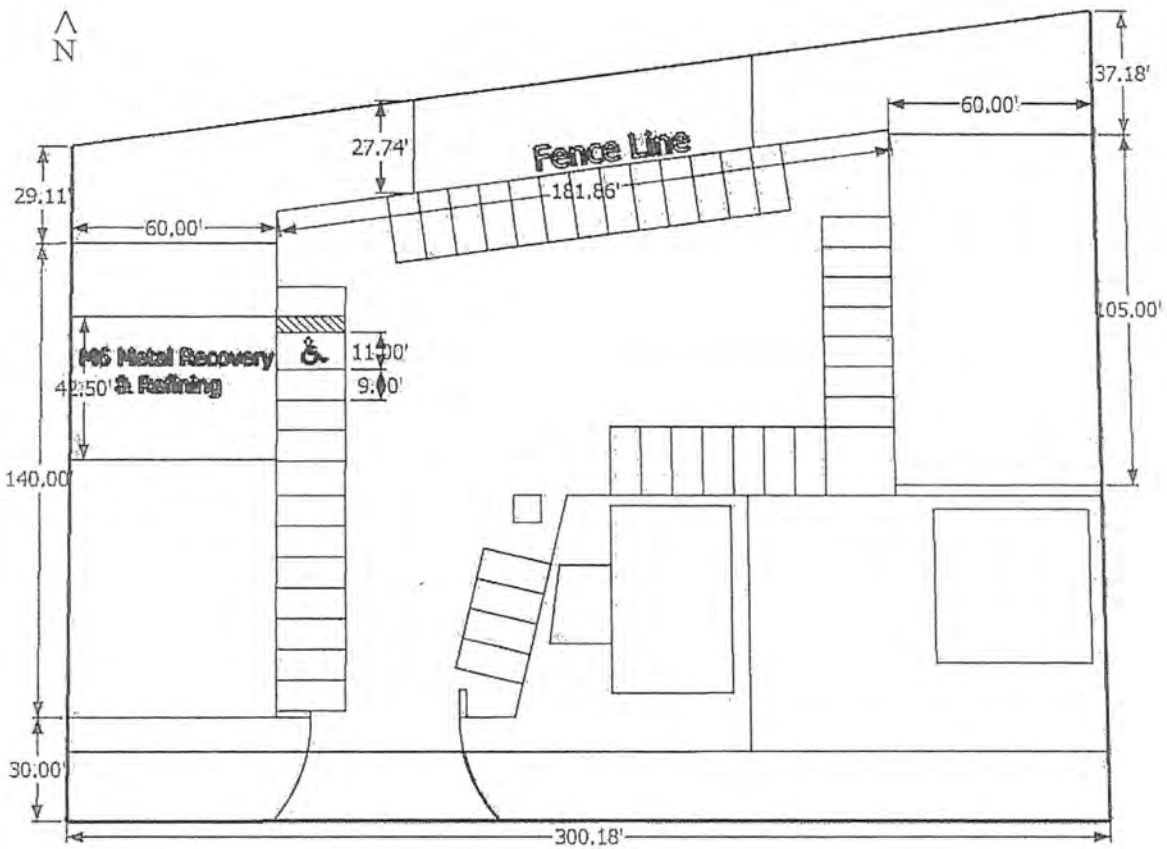


EXHIBIT "B"

4

July 5, 2016

Consider a resolution authorizing the award of a bid to G & G Enterprises Construction Corp. of Beaumont for the construction of the new Best Years Center

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	July 5, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the award of a bid to G & G Enterprises Construction Corp., of Beaumont in the amount of $6,172,800.00 for the construction of the new Best Years Center.

BACKGROUND

The new Best Years Center, designed by Architectural Alliance, Inc., will face Magnolia Street adjacent to the City's Event Centre and Skate Park in downtown Beaumont. The proposed facility will be approximately 30,000 square feet in size. The building includes a covered second level deck overlooking the park and lake. The interior of the building is open and inviting for user involvement in numerous activities. All plaza spaces connect with new and existing park walking paths in one continuous loop around the lake and landscaped green lawn.

On June 16, 2016 six (6) formal bids were received. The base bid prices, as shown on the attached bid tabulation, range between $5,998,250 and $7,724,000 with G & G Enterprises Construction Corp., as the apparent low bidder.

On a previous City project, G & G Enterprises Construction Corp., was awarded a contract which was later annulled on September 16, 2014, for being unresponsive in submitting required contract documentation.

On June 24, 2016, Architectural Alliance Inc., met with G & G Enterprises Construction Corp., and indicated the bid and alternate bids submitted in their sealed proposal is a good faith effort and amounts indicated are suitable to complete the project without hindrance regardless of the combination of base and selected alternates.

We recommend a contract in the amount of $6,172,800.00 which includes a base bid of $5,998,250.00, and Alternate Nos. 1, 2, 5, 7, and 8 be awarded to G & G Enterprises Construction Corp. A total of 445 calendar days are allocated for the completion of the project.

An attached letter from Architectural Alliance, Inc., dated March 28, 2016, explains why construction costs have increased in Southeast Texas.

FUNDING SOURCE
The total estimated cost of this project (including land acquisition; architectural design; etc.) was $6.5 Million. If the above contract is approved, the estimated total cost will be $6.94 Million before any change orders may be proposed or approved.

This project was originally funded as a part of the $42 Million Certificates of Obligation issued in 2013. There was $2.55 Million out of the $42 Million earmarked for contingencies. Therefore, funds are available for this project in the Capital Program.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.14-197

WHEREAS, on June 19, 2014 bids were solicited for furnishing all labor, materials, equipment and supplies for the construction of the Hike & Bike Trail - Phase II Project; and,

WHEREAS, on July 22, 2014, the City Council of the City of Beaumont passed Resolution No. 14-159 approving the conditional award of a contract to G & G Enterprises, of Beaumont, Texas, in the amount of $724,200.01 for furnishing al labor, materials, equipment and supplies for the construction of the Hike & Bike Trail - Phase II Project pending TxDOT's concurrence of the award of the contract to G & G Enterprises; and,

WHEREAS, G & G Enterprises was deemed unresponsive as all required documentation was not provided; and,

WHEREAS, the Council would like to annul the conditional award of a contract to G & G Enterprises, of Beaumont, Texas, by rescinding Resolution No. 14-159;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the award to G & G Enterprises, of Beaumont, Texas, in the amount of $724,200.01 for the construction of the Hike & Bike Trail - Phase II Project is annulled; and,

BE IT FURTHER RESOLVED THAT Resolution No. 14-159 is hereby and forevermore rescinded.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of September, 2014.

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

Becky Ames

- Mayor Becky Ames -

Architectural Alliance,Inc.

June 24, 2016

Dr. Joe Majdalani, Public Works Director
City of Beaumont
801 Main Street
Beaumont, TX 77701

Ref: New Best Years Center Contractor Award Recommendation

Dear Dr. Majdalani,

We have met with Mr. Colin Garrett and staff today regarding the bid proposal submitted for the Best Years Center and conducted questioning regarding the firms stability, comfort with bid submitted and ability to complete the work for the dollar amounts quoted for the base bid and each alternate and information regarding the project manager and project site supervisor to be assigned full-time to this project, if awarded the contract.

Mr. Garrett and staff indicated the bid and alternate bids submitted in their sealed proposal is a good faith effort and amounts indicated are suitable to complete this project without financial hindrance regardless of the combination of base and selected alternates.

G&G Enterprises has provided a confidential list of subcontractors and suppliers that will be awarded contracts by the company for work on the New Best Years Center if awarded the project. He has visited with each subcontractor and supplier and he is confident each is capable of completing the assigned portions of work.

Lastly, attached is a listing of the G&G Enterprise team that will be responsible for the performance of the construction project in accordance with the construction documents should they be awarded the project. They include individuals that Architectural Alliance has worked with on other project including the recently completed Water District 10 Fire Station 10 project in Nederland for Jefferson County completed within budget and well ahead of schedule.

Please contact our office should there be additional questions or if you wish to visit regarding any issues you and any city staff might have.

With kindest regards,

ARCHITECTURAL ALLIANCE, INC.

J. Rob Clark, AIA

350 Pine Street, Suite 720
Beaumont, Texas 77701

409.866.7196
www.architectall.com

Ronald M. Jones, AIA
J. Rob Clark, AIA

BID TABULATION FORM
BID: NO. PW0416-11
(Received June 16, 2016)

CITY OF BEAUMONT BEST YEARS CENTER

Architectural Alliance,Inc.

Contractor Name	BID BOND	Receipt Addend 1-4	Base Bid	Alternate 1 Balance of Site Work	Alternate 2 Handrails	Alternate 3 Perf. Wood Cl'g Game Room And Multi-Purp.	Alternate 4 Longboard Soffits	Alternate 5 Operable Partition at Multi-Purp.	Alternate 6 Motorized Vert. Partition Art Classroom	Alternate 7 Landscaping Portion	Alternate 8 Landscaping Portion	Time for Completion	Base Bid Plus All Alternates
Allco Construction	YES	YES	**$7,547,900**	$47,900	$35,321	$10,430	$90,754	$53,000	$76,400	$32,400	$11,300	500 Days	**$7,905,405**
Daniels Building and Construction	YES	YES	**$7,724,000**	$88,200	$44,000	$27,000	$221,000	$41,500	$77,500	$33,200	$11,500	430 Days	**$8,267,900**
G&G Enterprises Construction	YES	YES	**$5,998,250**	$83,150	$11,000	$46,600	$33,200	$39,800	$65,900	$25,100	$15,500	445 Days	**$6,318,500**
H. B. Neild & Sons Construction	YES	YES	**$6,845,000**	$82,194	$0	$138,000	$225,853	$72,625	$40,778	$28,423	$23,205	450 Days	**$7,456,078**
McInnis Construction	YES	YES	**$6,665,000**	$87,500	$18,500	$18,500	$188,500	$56,000	$78,500	$34,000	$11,800	600 Days	**$7,158,300**
N&T Construction	YES	YES	**$6,950,000**	$85,000	$20,000	$21,000	$210,000	$40,000	$75,000	$38,000	$15,000	450 Days	**$7,454,000**

Architectural Alliance,Inc.

ESTIMATE RANGE OF PROBABLE CONSTRUCTION COST
CITY OF BEAUMONT BEST YEARS CENTER

March 28, 2016

The following work sheets serve to provide an updated range of construction cost based on adjustment for the chilled water HVAC systems and based on recent Southeast Texas and Houston cost trends. Due to increased volume of work under contract in Southeast Texas (schools, university, business, industrial, etc.); the $1.64 billion dollar bond being awarded for Houston I.S.D.; and subcontractor shortage in this region, cost indexes have substantially increased in the past four to five months. Contractors have yet to find a pattern to the increases but continue to record the highest square footage construction cost recorded in this region. The adjustments utilized in the low, medium and high estimates within these documents are derived from local contractor and subcontractor bid numbers for similar projects as well as Houston Association of General Contractor bid numbers for projects of similar building type, size and percentage of parking.

November 17, 2015 Initial Base Bid Estimate (without Chilled Water Adjustments)	$5,098,671
March 28, 2016 Base Bid Estimate with Chilled Water and Low Index (7%)	$5,481,048
March 28, 2016 Base Bid Estimate with Chilled Water and Medium Index (12%)	$5,772,903
March 28, 2016 Base Bid Estimate with Chilled Water and High Index (15%)	$5,998,171

We are showing a range of estimates due to the wide estimated variance from the mean data. Many recent projects in Southeast Texas and the Houston region have seen as much as 35%-60% overruns due to this volatility. Please advise how you wish for Architectural Alliance to proceed with the bidding of this project based on this information.

With kindest regards,

ARCHITECTURAL ALLIANCE, INC.

J. Rob Clark, AIA

350 Pine Street, Suite 720
Beaumont, Texas 77701

409.866.7196
www.architectall.com

Ronald M. Jones, AIA
J. Rob Clark, AIA

Architectural Alliance, Inc.

CONSTRUCTION DOCUMENT PHASE ESTIMATE OF PROBABLE COST - HIGH INDEX INCREASE 15%

Monday, March 21, 2016

CITY COMMITMENTS (NOT PART OF ARCHITECT SCOPE OF WORK OR FEE)

Property Acquisition and Expanded Parking Lots
Future Spray Park
Future Tensile Fabric Pavilion
Allocate Project Construction Contingency
Future Fixtures and Furnishings (including Library)
TDLR Registration of Project with State and Reviewer/Inspector

PROJECT COST/FEES BASED ON FINAL APPROVED CONSTRUCTION DOCUMENTS

Space/Item	Unit Price	Sq. Ft.	Total
Ground Floor (Air Conditioned)	$195.00	23,467	$4,576,065.00
Second Floor (Air Conditioned)	$195.00	2,551	$497,445.00
Front Porch & Covered Walkway	$55.00	2,288	$125,840.00
Second Floor Covered Deck & Stairs	$130.00	1,131	$147,030.00
Mechanical Mezzanine & IT Equip Room	$90.00	4,073	$366,570.00
Meditation Courtyard & Fencing	$20.00	510	$10,200.00
Mechanical Equip Yards & Fencing	$20.00	800	$16,000.00
Base Bid Lighting			$35,000.00
Base Bid Landscaping & Irrigation			$22,000.00
Miscellaneous Site Sign & Accessories			$10,000.00
Civil Parking, Sidewalks and Storm Drainage			
Concrete Parking & Drive	$8.00	9,256	$74,048.00
Sidewalks	$8.00	1,757	$14,056.00
Fire Lane Improvements	$8.00	9,256	$74,048.00
Storm Drainage & Collection Systems	$17.00	1,757	$29,869.00
TOTAL BASE BID CONSTRUCTION			**$5,998,171.00**

Note: Construction Techniques and Materials revised to cover $120,000 added cost due to removal of 6'-0" material under building foundation after receipt of soil report including use of Kynar coated corrugated exterior wall panels and EIFS stucco porch soffit finish, addition of motorized operable partitions, addition of interior hand rails, and add two landscape beds and trees. Adjustments for Chilled Water HVAC.

Note: Construction Estimate incorporates 3 allowance items:

Construction Contingency Allowance (not City Project Contingency)	$60,000.00
Hardware Allowance	$70,000.00
Miscellaneous Reconnections/Repairs to Existing Irrigation and Lighting Systems	$7,000.00

ADDITIVE ALTERNATES IN ORDER OF PRIORITY

Alt.1 Overall Site Sidewalk/Drainage/Lighting Balance	$22,000.00
Alt. 2 Safety Handrails to Corridors and Public Spaces	$7,000.00
Alt. 3 Wood Veneer Accent Ceiling Tile in lieu of Vinyl (Base Bid)	$4,000.00
Alt. 4 Longboard in lieu of EIFS Porch Ceiling & Soffit (Base Bid)	$26,000.00
Alt. 5 Add Motorized Operable Partition at Multi-Purpose Room	$51,000.00
Alt. 6 Add Motorized Operable Partition at Art Studio	$17,000.00
Alt. 7 Add Landscape Bed per Landscape Plan	$24,700.00
Alt. 8 Add Landscape Bed per Landscape Plan	$20,450.00

Architectural Alliance, Inc.

CONSTRUCTION DOCUMENT PHASE ESTIMATE OF PROBABLE COST - MEDIUM INDEX INCREASE 15%

Monday, March 21, 2016

CITY COMMITMENTS (NOT PART OF ARCHITECT SCOPE OF WORK OR FEE)

Property Acquisition and Expanded Parking Lots
Future Spray Park
Future Tensile Fabric Pavilion
Allocate Project Construction Contingency
Future Fixtures and Furnishings (including Library)
TDLR Registration of Project with State and Reviewer/Inspector

PROJECT COST/FEES BASED ON FINAL APPROVED CONSTRUCTION DOCUMENTS

Space/Item	Unit Price	Sq. Ft.	Total
Ground Floor (Air Conditioned)	$190.00	23,467	$4,458,730.00
Second Floor (Air Conditioned)	$190.00	2,551	$484,690.00
Front Porch & Covered Walkway	$50.00	2,288	$114,400.00
Second Floor Covered Deck & Stairs	$120.00	1,131	$135,720.00
Mechanical Mezzanine & IT Equip Room	$80.00	4,073	$325,840.00
Meditation Courtyard & Fencing	$17.00	510	$8,670.00
Mechanical Equip Yards & Fencing	$17.00	800	$13,600.00
Base Bid Lighting			$35,000.00
Base Bid Landscaping & Irrigation			$22,000.00
Miscellaneous Site Sign & Accessories			$10,000.00
Civil Parking, Sidewalks and Storm Drainage			
Concrete Parking & Drive	$7.00	9,256	$64,792.00
Sidewalks	$8.00	1,757	$14,056.00
Fire Lane Improvements	$6.00	9,256	$55,536.00
Storm Drainage & Collection Systems	$17.00	1,757	$29,869.00
TOTAL BASE BID CONSTRUCTION			**$5,772,903.00**

Note: Construction Techniques and Materials revised to cover $120,000 added cost due to removal of 6'-0" material under building foundation after receipt of soil report including use of Kynar coated corrugated exterior wall panels and EIFS stucco porch soffit finish, addition of motorized operable partitions, addition of interior hand rails, and add two landscape beds and trees. Adjustments for chilled water HVAC.

Note: Construction Estimate incorporates 3 allowance items:

Construction Contingency Allowance (not City Project Contingency)	$60,000.00
Hardware Allowance	$70,000.00
Miscellaneous Reconnections/Repairs to Existing Irrigation and Lighting Systems	$7,000.00

ADDITIVE ALTERNATES IN ORDER OF PRIORITY

Alt.1 Overall Site Sidewalk/Drainage/Lighting Balance	$22,000.00
Alt. 2 Safety Handrails to Corridors and Public Spaces	$7,000.00
Alt. 3 Wood Veneer Accent Ceiling Tile in lieu of Vinyl (Base Bid)	$4,000.00
Alt. 4 Longboard in lieu of EIFS Porch Ceiling & Soffit (Base Bid)	$26,000.00
Alt. 5 Add Motorized Operable Partition at Multi-Purpose Room	$51,000.00
Alt. 6 Add Motorized Operable Partition at Art Studio	$17,000.00
Alt. 7 Add Landscape Bed per Landscape Plan	$24,700.00
Alt. 8 Add Landscape Bed per Landscape Plan	$20,450.00

Architectural Alliance,Inc.

CONSTRUCTION DOCUMENT PHASE ESTIMATE OF PROBABLE COST - LOW INDEX INCREASE 7%

3/21/2016 (ADJUSTMENT FOR CHILLED WATER SYSTEM ONLY)

CITY COMMITMENTS (NOT PART OF ARCHITECT SCOPE OF WORK OR FEE)

Property Acquisition and Expanded Parking Lots
Future Spray Park
Future Tensile Fabric Pavilion
Allocate Project Construction Contingency
Future Fixtures and Furnishings (including Library)
TDLR Registration of Project with State and Reviewer/Inspector -

PROJECT COST/FEES BASED ON FINAL APPROVED CONSTRUCTION DOCUMENTS

Space/Item	Unit Price	Sq. Ft.	Total
Ground Floor (Air Conditioned)	$180.00	23,467	$4,224,060.00
Second Floor (Air Conditioned)	$180.00	2,551	$459,180.00
Front Porch & Covered Walkway	$50.00	2,288	$114,400.00
Second Floor Covered Deck & Stairs	$110.00	1,131	$124,410.00
Mechanical Mezzanine & IT Equip Room	$75.00	4,073	$305,475.00
Meditation Courtyard & Fencing	$17.00	510	$8,670.00
Mechanical Equip Yards & Fencing	$17.00	800	$13,600.00
Base Bid Lighting			$35,000.00
Base Bid Landscaping & Irrigation			$22,000.00
Miscellaneous Site Sign & Accessories			$10,000.00
Civil Parking, Sidewalks and Storm Drainage			
Concrete Parking & Drive	$7.00	9,256	$64,792.00
Sidewalks	$8.00	1,757	$14,056.00
Fire Lane Improvements	$6.00	9,256	$55,536.00
Storm Drainage & Collection Systems	$17.00	1,757	$29,869.00
TOTAL BASE BID CONSTRUCTION			**$5,481,048.00**

Note: Construction Techniques and Materials revised to cover $120,000 added cost due to removal of 6'-0" material under building foundation after receipt of soil report including use of Kynar coated corrugated exterior wall panels and EIFS stucco porch soffit finish, addition of motorized operable partitions, addition of interior hand rails, and add two landscape beds and trees.

Note: Construction Estimate incorporates 3 allowance items:

Construction Contingency Allowance (not City Project Contingency)	$60,000.00
Hardware Allowance	$70,000.00
Miscellaneous Reconnections/Repairs to Existing Irrigation and Lighting Systems	$7,000.00

ADDITIVE ALTERNATES IN ORDER OF PRIORITY

Alt.1 Overall Site Sidewalk/Drainage/Lighting Balance	$22,000.00
Alt. 2 Safety Handrails to Corridors and Public Spaces	$7,000.00
Alt. 3 Wood Veneer Accent Ceiling Tile in lieu of Vinyl (Base Bid)	$4,000.00
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Alt. 5 Add Motorized Operable Partition at Multi-Purpose Room	$51,000.00
Alt. 6 Add Motorized Operable Partition at Art Studio	$17,000.00
Alt. 7 Add Landscape Bed per Landscape Plan	$24,700.00
Alt. 8 Add Landscape Bed per Landscape Plan	$20,450.00

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the construction of the Best Years Center; and,

WHEREAS, G & G Enterprises Construction Corp., of Beaumont, Texas, submitted a bid in the amount of $6,172,800; and,

WHEREAS, City Council is of the opinion that the bid submitted by G & G Enterprises Construction Corp., of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the bid submitted by G & G Enterprises Construction Corp., of Beaumont, Texas, in the amount of $6,172,800 for a contract for the construction of the Best Years Center be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with G & G Enterprises Construction Corp., of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -

5

July 5, 2016

Consider a resolution amending Section 20.03.004, Speed Limits Decreased in School Zones, of the Code of Ordinances that would update the locations and limits of school speed zones

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: July 5, 2016

REQUESTED ACTION: Council consider a resolution amending Section 20.03.004, Speed Limits Decreased in School Zones, of the Code of Ordinances that would update the locations and limits of school speed zones.

BACKGROUND

Public Works and Traffic Management Divisions have received reports of concern in regards to the speed limit in front of Ehrhart Charter School which initiated a traffic study performed by Public Works. Ehrhart Charter School requires parents to provide their children with transportation to and from school each day, which currently has 379 children enrolled, and will resume classes on August 11, 2016.

There is currently a three way stop at the intersection of Fannin Street and 8th Street which is in front of the school driveway. Due to the high number of children enrolled, and the size of the driveway entering into the school, the children are crossing Fannin Street and 8th Street. The study confirmed the high volume of students crossing the streets and in the interest of the student's safety, it is recommended that schedule A for a reduced speed limit within a school zone listed in the Code of Ordinances be modified to introduce a new school zone on Fannin Street as described below:

Fannin Street of	E & W	From a point 450 feet east of the centerline 8th Street, to a point 570 feet west of the centerline of 8th Street.

FUNDING SOURCE

Traffic Management Division

RECOMMENDATION

Approval of resolution.

School Zone Plan

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 20, SECTION 20.03.004 SCHEDULE A OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 20, Section 20.03.004, Speed limits decreased in school zones, Schedule A, of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by adding a new school zone speed limit as follows:

SCHEDULE A

Street	**Direction of Travel**	**Description**
Fannin Street	E & W	From a point 450 feet east of the centerline of 8th Street to a point 570 feet west of the centerline of 8th Street.

Section 2.

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

Section 3.

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

Section 4.

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of July, 2016.

_____

- Mayor Becky Ames -