BEAUMONT
TEXAS

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

CONSENT AGENDA

* Approval of minutes – October 25, 2016

* Confirmation of committee appointments

A) Authorize the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services for the Beaumont Public Health Department

B) Authorize the City Manager to execute Change Order No. 2 for the Exterior Façade, Masonry, Roof Repairs and Restoration on the Tyrrell Historical Library located at 695 Pearl Street

C) Authorize the City Manager to apply for a Texas Historical Commission Certified Local Government Grant

D) Authorize the execution of a License to Encroach Agreement with ICE Development Systems, Inc. located adjacent to 3050 Ethan Symone Street and 3055 Yasmine Dior Street situated in the Emerson Enclave Addition

E) Authorize the granting of two Pipeline Agreements with Air Liquide Large Industries U.S. LP

F) Authorize the granting of a Pipeline Agreement with Phillips 66 Pipeline, LLC

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Sherry Ulmer, Public Health Director
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute all documents necessary to accept funding from the Texas Department of State Health Services (DSHS) in the amount of $775,035.00 awarded to the Beaumont Public Health Department.

BACKGROUND
The Texas Department of State Health Services has awarded the Beaumont Public Health Department's WIC Division grant funds in the amount of $775,035.00. The contract will begin 10/01/2016 and end on 09/30/2017.

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

FUNDING SOURCE
Not Applicable.

RECOMMENDATION
Approval of the resolution.

SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2017-049827-001
UNDER THE
WOMEN, INFANT AND CHILDREN'S NUTRITION PROGRAM GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency"), a pass-through entity, and City of Beaumont Public Health Department ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Women, Infant and Children's Nutrition Program (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

II. DURATION

This Contract is effective on October 1, 2016 and terminates on September 30, 2017, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **SEVEN HUNDRED SEVENTY-FIVE THOUSAND THIRTY-FIVE DOLLARS ($775,035.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 W. 49th Street, Austin, TX 78756
Attention: Cynthia Wright, DSHS Contract Manager
cynthia.wright@dshs.state.tx.us

Grantee
City of Beaumont Public Health Department
801 Main St. Suite 300 Beaumont, TX 77701
Attention: Kyle Hayes
khayes@beaumonttexas.gov

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
City of Beaumont Public Health Department
801 Main St. Suite 300 Beaumont, TX 77701
Attention: Kyle Hayes

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VI. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): 16166TX506W1003

Federal Award Date: 10/01/16 thru 09/30/17

Name of Federal Awarding Agency: United States Department of Agriculture Food and Nutrition Service

CFDA Name and Number: 10.557

Awarding Official Contact Information:
FNS Southwest Regional Office
Food and Nutrition Service
1100 Commerce Street, Room 522
Dallas, TX 75242-9980
Telephone: (214) 290-9810

DUNS: 781978416

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 2017-049827-001

DEPARTMENT OF STATE HEALTH SERVICES	GRANTEE
_____	_____
John Hellerstedt Commissioner	Name: _____ Title: _____
Date of execution: _____	Date of execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 2017-049827-001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - UNIFORM TERMS AND CONDITIONS
ATTACHMENT C - GENERAL AFFIRMATIONS
ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT F - FFATA
ATTACHMENT G - DATA USE AGREEMENT
ATTACHMENT H - NON-EXCLUSIVE LIST OF APPLICABLE LAWS

ATTACHMENTS FOLLOW

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding from the Texas Department of State Health Services (DSHS) for the benefit of the Beaumont Public Health Department's Women, Infants and Children (WIC) Division in the amount of $755,035.00 effective October 1, 2016 through September 30, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Keith Folsom, Facilities Maintenance Superintendent KF
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute Change Order No. 2 for the Exterior Façade, Masonry, Roof Repairs and Restoration on the Tyrrell Historical Library located at 695 Pearl Street.

BACKGROUND

On December 8, 2015, by Resolution No. 15-278, City Council awarded Marsh Waterproofing, Inc. of Vidor, Texas the contract for the Exterior Façade, Masonry, Roof Repairs and Restoration on the Tyrrell Historical Library in the amount of $297,420.00.

Change Order No. 2 is required to make the repairs necessary to replace rotten wood discovered on the large stain glass window frame and casing located on the north side of the building. In addition to the wood repairs, it was discovered that the existing metal interior glass stops located on the three large metal window frames were not aligned properly to receive the new glass panels and will need to be realigned to prevent the breakage of the new glass panels upon installation. Also included in this change order will be to add two additional steel mullions to each window frame to facilitate the installation of the two odd shaped glass panels located on each large window frame. The adjustment of the scope of work is necessary to preserve the integrity of the facility and facilitate the installation of the new glass panels. This adjustment in the scope of work results in an increase of $15,525.00 (0.0401%) and a contract value of $402,945.00. This Change Order will add 25 days to the original contract time. Approval of Change Order No. 2 in the amount of $15,525.00 is recommended.

Previous actions include:
Resolution NO. 16-085 in the amount of $90,000.00 was approved by the City Council on May 10, 2016.

FUNDING SOURCE

Tyrrell Historical Trust Fund and Gas Royalties reserved within the Miscellaneous Expendable Trust Fund.

RECOMMENDATION
Approval of resolution.

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: mwaterproofing@aol.com

October 4, 2016

City of Beaumont
801 Main ST
Beaumont TX 77701

RE: Change Order Request for Tyrrell Library

Scope of Work:

- Remove, Re-align & add to window stops at 3 locations
- Add 2 window mullions per window at 3 locations

Price: $6,200.00

- Remove deteriorated portion of wood window at north elevation
- Re-build to match with cypress wood
- Re-install

Price: $9,325.00

Add 25 days to the contract

Respectfully Submitted,
Tim Marsh
Marsh Waterproofing, Inc.
409-782-3527

RESOLUTION NO.

WHEREAS, on December 8, 2015, the City Council of the City of Beaumont, Texas, adopted Resolution No. 15-278 approving the award of a contract to Marsh Waterproofing, Inc., of Vidor, Texas, in the amount of $297,420.00 for the Tyrrell Historical Library Exterior Façade, Masonry, Roof Repairs and Restoration Project; and,

WHEREAS, on May 10, 2016, the City Council of the City of Beaumont, Texas, adopted Resolution No. 16-085 approving Change Order No. 1, in the amount of $90,000.00, to perform 100% tuck pointing of the masonry mortar joints in lieu of 5,000 linear feet included in the original contract, thereby increasing the total contract amount to $387,420.00; and,

WHEREAS, Change Order No. 2, in the amount of $15,525.00, is required to make the repairs necessary to replace rotten wood on the large stain glass window frame and casing located on the north side of the building; to remove, re-align and install window stops at three exterior steel framed protective windows; and, to install two additional steel mullions to each window frame to facilitate the installation of odd shaped glass panels, thereby increasing the total contract amount to $402,945.00;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute Change Order No.2 for the additional work described above, thereby increasing the contract

amount by $15,525.00, for a total contract amount of $402,945.00 for the Tyrrell Historical Library Exterior Façade, Masonry, Roof Repairs and Restoration Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

C

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CJB Chris Boone, Planning & Community Development Director
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to apply for a Texas Historical Commission Certified Local Government Grant.

BACKGROUND

The city's *Survey and Preservation Analysis of Resources and Environment* (SPARE) documents serve to inventory and analyze historic structures within the city. First completed in 1977 and updated again in the early 1990s, the documents provide a catalog of the location, age, architectural style and appearance of these historic structures. This information is used by staff and Landmark Commission as a reference in the application of the city's historic preservation guidelines and regulations. City staff also rely on the documents for Section 106 environmental reviews, required for the expenditure of federal funds. In addition, the surveys offer a catalog of the city's historic properties to historians and preservationist at the local, state and federal level.

However, as it has now been many years since the SPARE survey has last been updated, the Planning & Community Development Department is proposing to partner with Lamar University, the Beaumont Heritage Society and the Texas Historical Commission by applying for a Texas Historical Commission Certified Local Government Grant to fund an update of the survey.

The amount requested in the grant will be $4,000 from the State, with a $4,000 matching grant from the Beaumont Heritage Society. The funds will be used for materials, equipment and document reproduction.

FUNDING SOURCE

Texas Historical Commission, with a local match from the Beaumont Heritage Society. No city match would be required.

RECOMMENDATION

Approval of the resolution.

TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT

GRANT MANUAL AND APPLICATION ★ FISCAL YEAR 2017

APPLICATION DEADLINE:
MONDAY, NOVEMBER 7, 2016

TEXAS HISTORICAL COMMISSION
real places telling real stories

NATIONAL PARK SERVICE

INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a great resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. Currently, there are 73 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately $120,000 to $150,000 will be available for this round of grants.

ADMINISTRATIVE INFORMATION

Administration

Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grant Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*; and this manual.

Grant Period

The grant period is October 1, 2016 to September 30, 2018. Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant contract signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Despite the official grant period beginning October 1st, grants will be awarded in 2017 following funding notification from the National Park Service.

Application Package

The grant application form is included in this manual. A complete application submittal package consists of 1 unbound hard copy and 1 digital copy submitted via e-mail of the following documents:

- Application Form (with original signatures)
- Budget Worksheet (template is attached to the application form)
- Resume of Project Manager (City or County staff, and/or representative of the third party organization)
- Resumes of all outside consultants, contractors, and/or individuals responsible for project oversight (persons supervising grant projects must meet the Secretary of the Interior's Professional Qualification Standards)*
- Any applicable cost estimates, maps, drawings, or photographs
- **Determination of Eligibility Statement**
    - Required for all National Register nomination grant requests
    - Required for all Construction/Development grant requests for properties not already listed on the National Register
    - Highly recommended for all Survey/Inventory projects

Visit http://www.thc.texas.gov/preserve/projects-and-programs/national-register-historic-places/request-determination-eligibility for instructions on how to request a Determination of Eligibility Statement.

* If the selection of the outside consultants, contractors, and/or individuals responsible for project oversight is pending the local selection process, the CLG shall submit resumes as soon as the selection process is complete.

Submittal Deadline A complete grant application package must be received **no later than 5 p.m. Monday, November 7, 2016.**

One electronic copy of the application must be submitted via e-mail and one printed copy must be delivered to:

HAND DELIVER OR COURIER SERVICE
Texas Historical Commission
Community Heritage Development Division
ATTN: Laura Camayd, Program Specialist
1304 Colorado Street
Austin, Texas 78701

U.S. MAIL
Texas Historical Commission
Community Heritage Development Division
ATTN: Laura Camayd, Program Specialist
PO Box 12276
Austin, Texas 78711-2276

WHO MAY APPLY

Only city or county governments, and state recognized Native American Tribes that have been individually "certified" by the National Park Service **before** November 7, 2016 are eligible to apply for CLG grants. Refer to http://www.thc.texas.gov/preserve/projects-and-programs/certified-local-government/certified-local-government-communities for a complete list of all CLGs in Texas. **The THC reserves the right to deem applications from CLG communities that are not in compliance with the Certification Agreement to be ineligible.** Those CLGs which have not applied previously for assistance are strongly encouraged to apply. A CLG may submit more than one grant application; however a separate application package must be submitted for each project request.

The following entities may also be eligible:

- An organization such as a non-CLG city or another unit of local government, a commercial firm, a non-profit entity or educational institution that has administrative capabilities that comply with applicable federal standards and has been delegated as a third-party to administer the grant on behalf of the CLG. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. A representative from the third party must sign the grant application and grant contract in addition to the CLG representative and the CLG's chief elected official.

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the THC's Statewide Preservation Plan can be found at: http://www.thc.texas.gov/preserve/projects-and-programs/texas-statewide-preservation-plan as well as in the grant application. In an effort to encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories**:

- Architectural, historical, archeological surveys/inventories and oral histories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending a preservation ordinance
- Development of local design guidelines
- Research and development of a local preservation incentive program
- Travel/training expenses for hosting a regional preservation-related workshop

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Development of educational publications and activities, slide shows, videos, web sites, etc.
- Development of publication of walking/driving tours

- Development of architectural drawings and specifications
- Preparation of facade studies or condition assessments
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Training expenses for individual commission members and staff

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36CFR61. The Professional Qualification Standards can be found here: https://www.nps.gov/history/local-law/arch_stnds_9.htm

SECTION 106

CLG Grants are funded with federal monies and require a formal Section 106 Review by the THC. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the CLG Grant. The CLG State Coordinator will provide additional guidance once the grants are awarded. Additional information regarding Section 106 Review is available from the THC and the Advisory Council on Historic Preservation.

MATCHING FUNDS

Proposed projects are required to provide a local match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. The local match may be any combination of cash and verifiable in-kind services. Projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50-50 ratio for the total cost of the project. In order to maximize the limited CLG grant funds, the **THC may give preference to applications demonstrating a higher cash match**. The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application, and the amount of federal funding available.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments.*

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

APPLICATION REVIEW PROCESS

Upon the receipt of applications and supporting materials, an interdisciplinary committee of agency staff will score each application based on the criteria specified on the application form. The scoring committee will make a funding recommendation to the Texas Historical Commission at the January Quarterly Meeting to fund the maximum number of projects based on the federal funding THC receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. All applicants will be notified of the THC's decision.

GRANT TIMELINE

September 2016	Applications for the FY2017 CLG grant period are made available.
November 7, 2016	A signed and complete application package, including all supporting materials, must be received by the THC **no later than 5 p.m. on Monday, November 7, 2016**.
November 2016	Review of applications by an interdisciplinary committee of THC staff.

January 2017	Final award decisions made by the Texas Historical Commission at its Quarterly Meeting. All applicants are contacted by mail, and phone or email regarding the THC's decision.
February 2017*	THC sends preliminary notification to grant recipients that will include a request for a revised/amended project scope of work and budget (if applicable). Once the scope of work and budget are agreed upon by the CLG and THC, the grant contract will be sent to the CLG for signatures.
April 2017*	Deadline for submittal of signed contracts. Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant contract signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Grantees shall submit status reports indicating the project status to the THC as requested during the grant period.
September 30, 2018	Deadline for the completion of all work eligible for reimbursement.
October 31, 2018	Deadline for the submittal of final reimbursement requests for all eligible work completed **no later than September 30, 2018.** The final 25 percent (25%) of the grant award will be retained until certification of the completed project and receipt of the Completion Report.

*Subject to change based on availability of federal funds

PROJECT IMPLEMENTATION

A) GRANT ORIENTATION. The project manager, fiscal manager, and anyone else who will be significantly involved with the grant-funded project shall participate in a CLG grant orientation coordinated by the THC. The purpose of the orientation is to review project-specific requirements, expectations for project deliverables, important deadlines and milestones, and reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.

B) GRANT CONTRACT. The grant contract will specify the scope of work, timetable for completion, and an estimated budget. The agreement shall be signed jointly by the State Historic Preservation Officer, the CLG's chief elected official, and a representative from the third party organization, if applicable, prior to commencement of project work. Three copies of the grant contract will be sent, two copies with original signatures shall be returned to the THC, while the third copy is retained for the CLG's records. Failure to submit any or all of this documentation by the required deadlines may cause the requested grant monies to revert back to the THC.

C) PRESERVATION EASEMENT. The recordation of a Preservation Easement will be required for all construction and certain other projects prior to the commencement of any work.

D) PROJECT REVIEW. THC staff routinely reviews projects to monitor progress and provide assistance. Each CLG is required to provide the THC with status reports on each project funded as requested. The CLG shall also submit project deliverable drafts.

E) REIMBURSEMENT PROCEDURE. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50-50 ratio of the total project cost shall be reimbursed to the CLG. Documentation of eligible expenditures exceeding the grant award should be submitted and may be reimbursed based on the availability of federal funding. Interim reimbursement requests during the grant period are permitted. THC will retain 25 percent (25%) of the total grant award until certification of the completed project.

F) FINAL DELIVERABLES AND PROJECT COMPLETION REPORT. Draft copies of all expected items generated by the grant project, including printed materials, completed survey forms, photographic materials and final reports, must be submitted to the THC for review and approval. Final products must be submitted to the THC **no later than October 31, 2018**. All projects must submit a Completion Report before the project is considered complete.

Revised 9/13/2016

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to apply for funding through the Texas Historical Commission (THC) for the Certified Local Government Grant to provide an update to the City's Survey and Preservation Analysis of Resources and Environment (SPARE) historical survey that is used to inventory and analyze historic structures within the City; and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents necessary to apply for said funding.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the execution of a License to Encroach Agreement with ICE Development Systems, Inc.

BACKGROUND
There is one (1) existing structure identified as a sign encroaching four feet (4') within the triangle shaped City right-of-way located adjacent to 3050 Ethan Symone Street and 3055 Yasmine Dior Street situated in the Emerson Enclave Addition.

The request from ICE Development Systems, Inc., the owner of the structure, was submitted to all city departments and utility companies with no objections.

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

FUNDING SOURCE
There is a one time non-refundable fee of $500 from ICE Development Systems, Inc. for the License to Encroach.

RECOMMENDATION
Approval of resolution.

RICH WITH OPPORTUNITY

BEAUMONT

T • E • X • A • S

Application for License to Encroach
City of Beaumont, Texas

1. **NAME OF APPLICANT:** Stephen R. Ingraham

   ADDRESS: 4935 Fannett Rd Beaumont **PHONE:** 409-842-9765

2. **AUTHORITY OF APPLICANT:** President / CEO ICE Developement Inc

3. **NAME OF OWNER:** Ice Development Systems Inc

   ADDRESS: 4935 Fannett Rd Beaumont **PHONE:** 409-842-9765

   LEGAL DESCRIPTION OF OWNER'S PROPERTY (Lots, Blocks, Subdivision) TO BE SERVED BY EASEMENT OR RIGHT-OF-WAY:

   See Attached

4. **DESCRIPTION OF EASEMENT OR RIGHT-OF-WAY INVOLVED:**

   Triangle of Land between entrance & exit road @ 4117 Washington Blvd

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

   Flower Garden

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

   Flower Garden and sign for Emerson Estates

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

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

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

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

SIGNATURE

RESOLUTION NO.

WHEREAS, ICE Development Systems, Inc. has requested that the City of Beaumont grant a License to Encroach into a four foot (4') triangle shaped City right-of-way, which is described as being a four foot (4') triangle shaped City right-of-way located adjacent to 3050 Ethan Symone Street and 3055 Yasmine Dior Street, situated in the Emerson Enclave Addition, to the City of Beaumont. The encroachment being a one (1) existing structure identified as a sign encroaching 4' into the City right-of-way, as described in Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof for all purposes; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Manager be and he is hereby authorized to execute a License to Encroach with ICE Development Systems, Inc. to encroach into one (1) four foot (4') triangle shaped City right-of-way, which is described as being in a four foot (4') triangle shaped City right-of-way located adjacent to 3050 Ethan Symone Street and 3055 Yasmine Dior Street, situated in the Emerson Enclave Addition, to the City of Beaumont. The encroachment being one (1) existing structure identified as a sign

encroaching 4' into the City right-of-way, as described in Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

LICENSE TO ENCROACH

STATE OF TEXAS X

ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

On the date last indicated below, the City of Beaumont, a municipal corporation, of Beaumont, Jefferson County, Texas, herein called "Licensor" and ICE Development Systems, Inc, owner, hereinafter called "Licensee", contracted and agreed as set forth herein.

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

> Said encroachment being one (1) structure existing structure identified as a sign encroaching four feet (4') within triangle shaped City right-of-way located adjacent to 3050 Ethan Symone Street and 3055 Yasmine Dior Street situated in the Emerson Enclave Addition. Said encroachment is shown on Exhibit "A", attached.

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

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

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

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

EXHIBIT "A"

business or profit, loss of access, or otherwise.

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

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

Licensor will not be responsible for any damages to the structures if the sanitary sewer line or the storm sewer should ever develop a cavity or due to any repairs to the Licensor main by Licensor crews. The Licensor shall not be responsible for the repair and replacement of any paving or other structures within the Easement property.

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

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

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

This agreement is terminable by either party by giving written notice to the other specifying the date of termination. Said notice shall be given not less than thirty (30) days prior to the termination date, therein specified, and shall be recorded in the Real Property Records in the Office of the County Clerk of Jefferson County, Texas by Licensor.

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

Any notice to Licensor shall be sufficient if it is mailed or hand delivered to the Office of the City Engineer, City of Beaumont, P.O. Box 3827, Beaumont, Texas 77704. Any notice to Licensee or their successors shall be sufficient if mailed or hand delivered to Property Owner at 4935 Fannett Road, Beaumont, Texas 77705.

IN WITNESS, WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2016.

LICENSOR:
CITY OF BEAUMONT

By:_____
KYLE HAYES
CITY MANAGER

LICENSEE:

By: _____
ICE Development Systems, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS X

COUNTY OF JEFFERSON X

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

_____
Notary Public, State of Texas

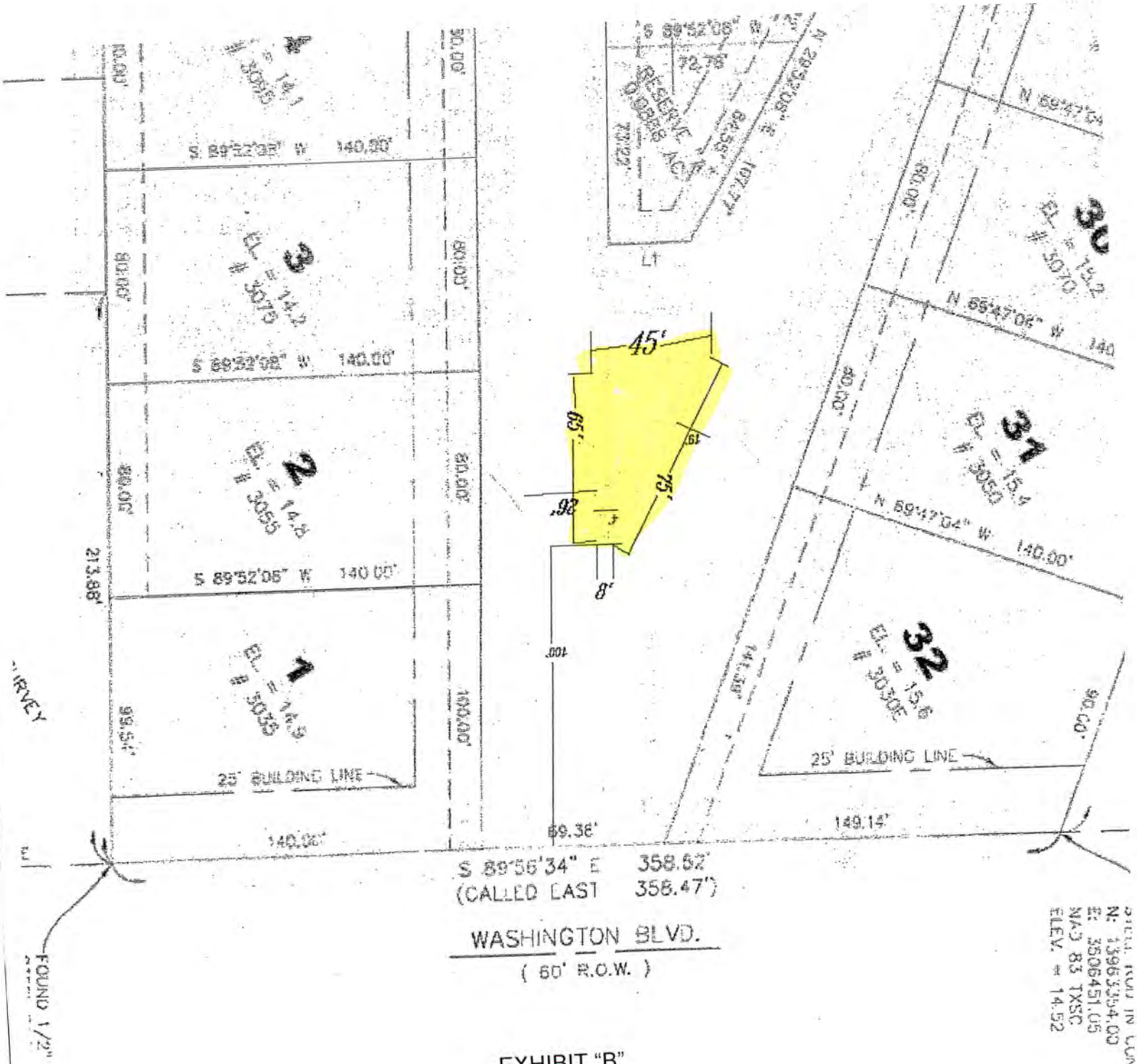
STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on the _____ day of _____, 2016, by ICE Development Systems, Inc.

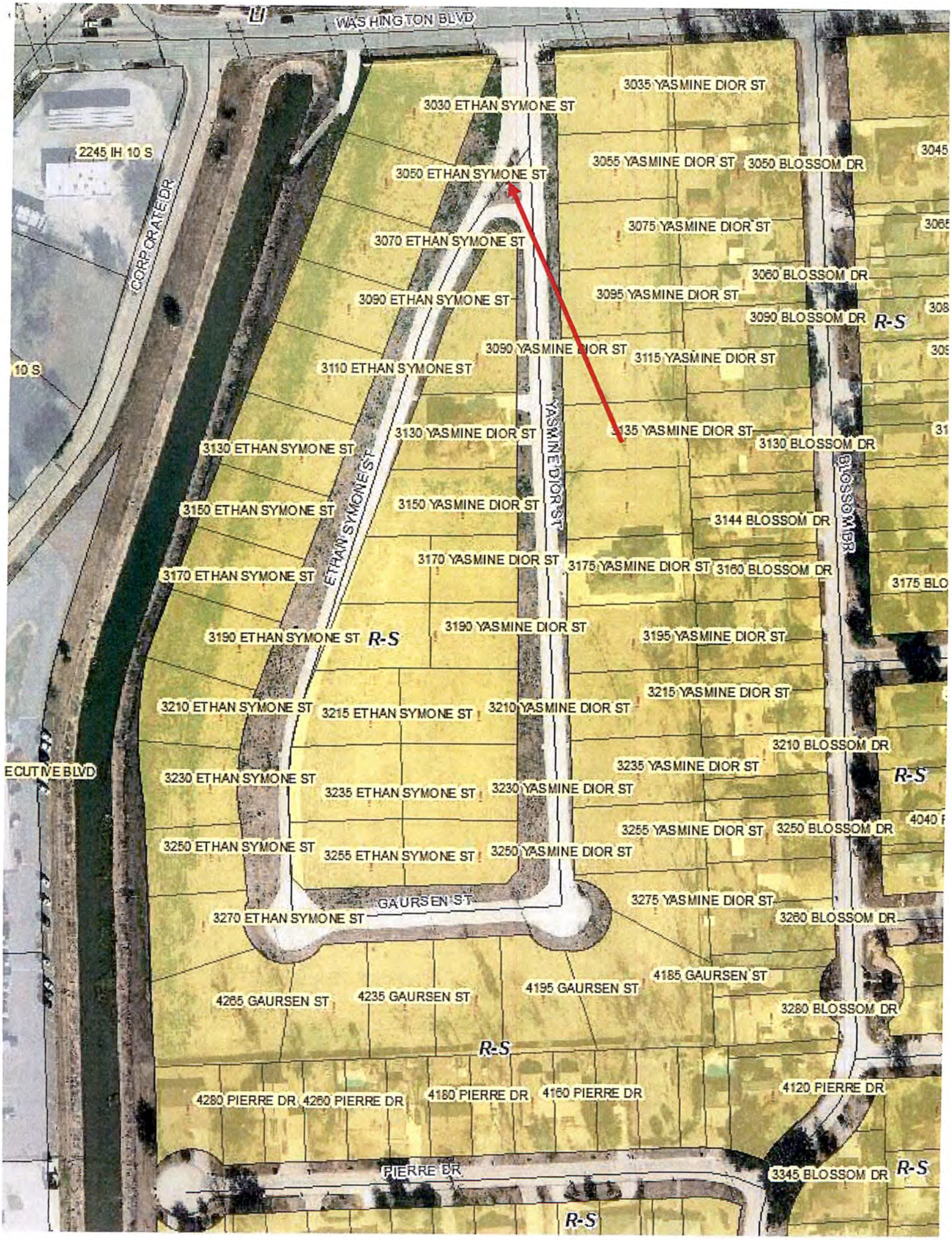
_____
Notary Public, State of Texas

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



S 89°52'08" W 140.00'
S 89°52'08" W 140.00'
S 89°52'08" W 140.00'
S 89°52'08" W 140.00'
N 69°47'04" W 140.00'
N 69°47'04" W 140.00'
25' BUILDING LINE
25' BUILDING LINE
45'
65'
75'
26'
8'
213.88'
69.38'
149.14'
S 89°56'34" E 358.52'
(CALLED EAST 358.47')
WASHINGTON BLVD.
(60' R.O.W.)
FOUND 1/2"
N: 13963354.00
E: 3506451.05
NAD 83 TXSC
ELEV. = 14.52

EXHIBIT "B"


WASHINGTON BLVD
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3235 YASMINE DIOR ST
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3260 BLOSSOM DR
4185 GAURSEN ST
4195 GAURSEN ST
4265 GAURSEN ST
4235 GAURSEN ST
3280 BLOSSOM DR
R-S
4280 PIERRE DR
4260 PIERRE DR
4180 PIERRE DR
4160 PIERRE DR
4120 PIERRE DR
PIERRE DR
3345 BLOSSOM DR
R-S
R-S

E

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the granting of two (2) Pipeline Agreements within the City of Beaumont.

BACKGROUND
Air Liquide Large Industries U. S. LP has requested permission to install one 20" hydrogen gas (H2) pipeline and one 10" nitrogen gas (N2) pipeline which will cross an existing 12" PVC water main on Ohio Street. These two (2) pipelines will cross SPUR 380 at an approximate distance between 655' to 660' Northwest of Sulphur Plant Road and will cross Ohio Street at an approximate distance between 725' to 733' Northwest of Sulphur Plant Road. The pipelines will be constructed in accordance with City requirements.

There is a one-time fee of $500 for each Pipeline License Agreement.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to grant two (2) Pipeline License Agreements to Air Liquide Large Industries U.S., LP, substantially in the form attached hereto as Exhibits "A" and "B," to install one twenty inch (20") hydrogen gas (H2) pipeline and one ten inch (10") nitrogen gas (N2) pipeline which will cross an existing 12" PVC water main on Ohio Street. The two (2) pipelines will cross SPUR 380 at an approximate distance between 655' to 660' northwest of Sulphur Plant Road and will cross Ohio Street at an approximate distance between 725' to 733' northwest of Sulphur Plant Road for the purpose of transporting oil, gas, water, or their products. Said pipelines are to be constructed in compliance with City requirements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Air Liquide Large Industries U.S. LP Business Phone: ( ) 713 585-5689

Business Address: 3535 West 12th Street, Houston, TX 77008

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein Five hundred and no/100 dollars ($500.00) hereby grants to Air Liquide Large Industries U.S. LP hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
H2 Pipeline crosses SPUR 380 ~655' NW of Sulphur Plant Rd	121'
H2 Pipeline crosses Ohio St. ~725' NW of Sulphur Plant Rd.	55'

EXHIBIT "A"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of $ 100,000.00 The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont	Name of Licensee: Air Liquide Large Industries U.S. LP
P.O. Box 3827 Beaumont, Texas 77704	Address of Licensee: 3560 West 12th Street
Attn: City Manager	City and State of Licensee: Houston, Tx 77008

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20_____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Air Liquide Large Industries U.S. LP

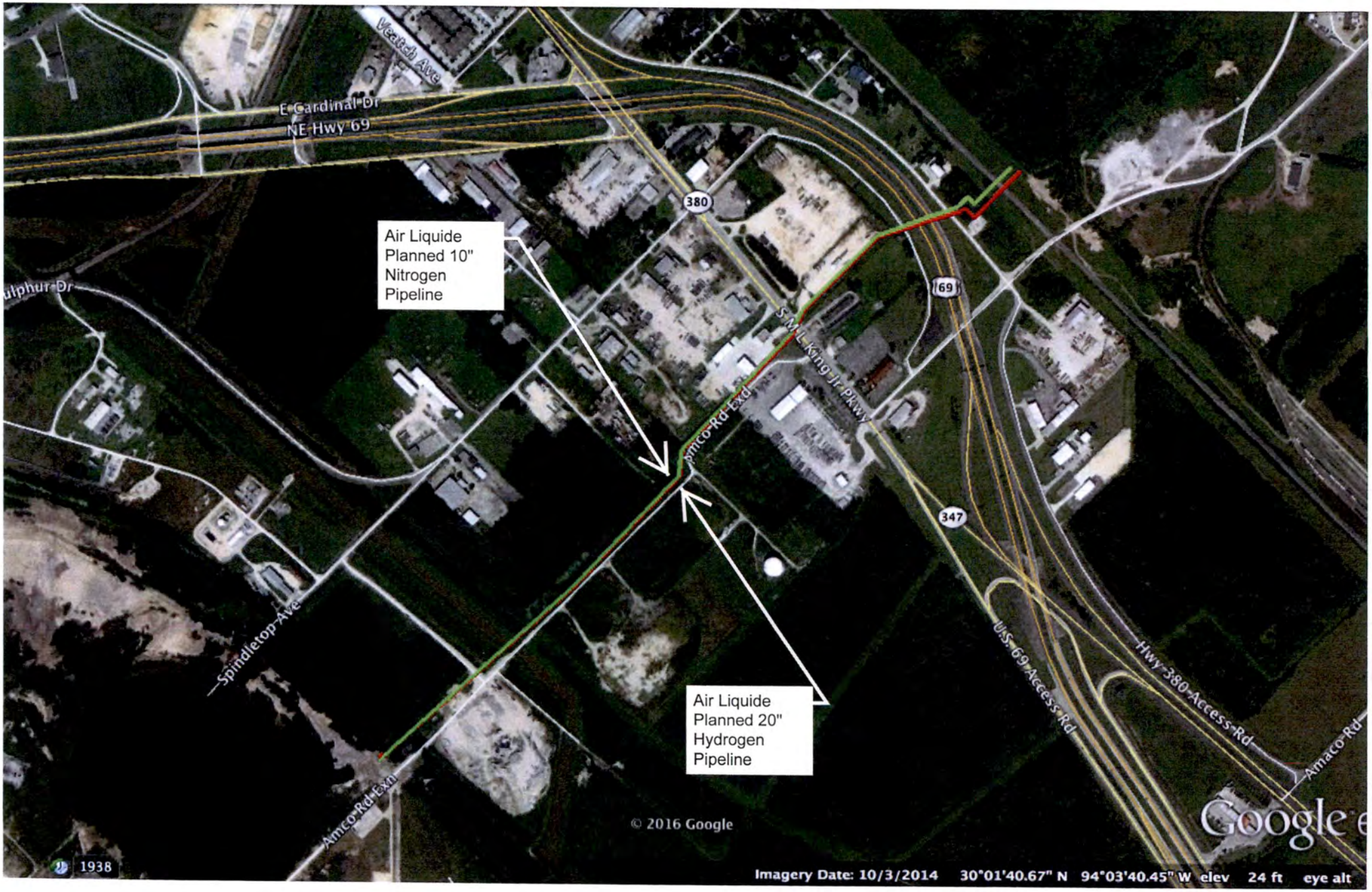
Represented by:

_____

Jed Franzen
Title Director of Right of Way

ATTEST:

By:_____
Secretary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Spindletop Ave
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Planned 20"
Hydrogen
Pipeline
US 69 Access Rd
Hwy 380 Access Rd
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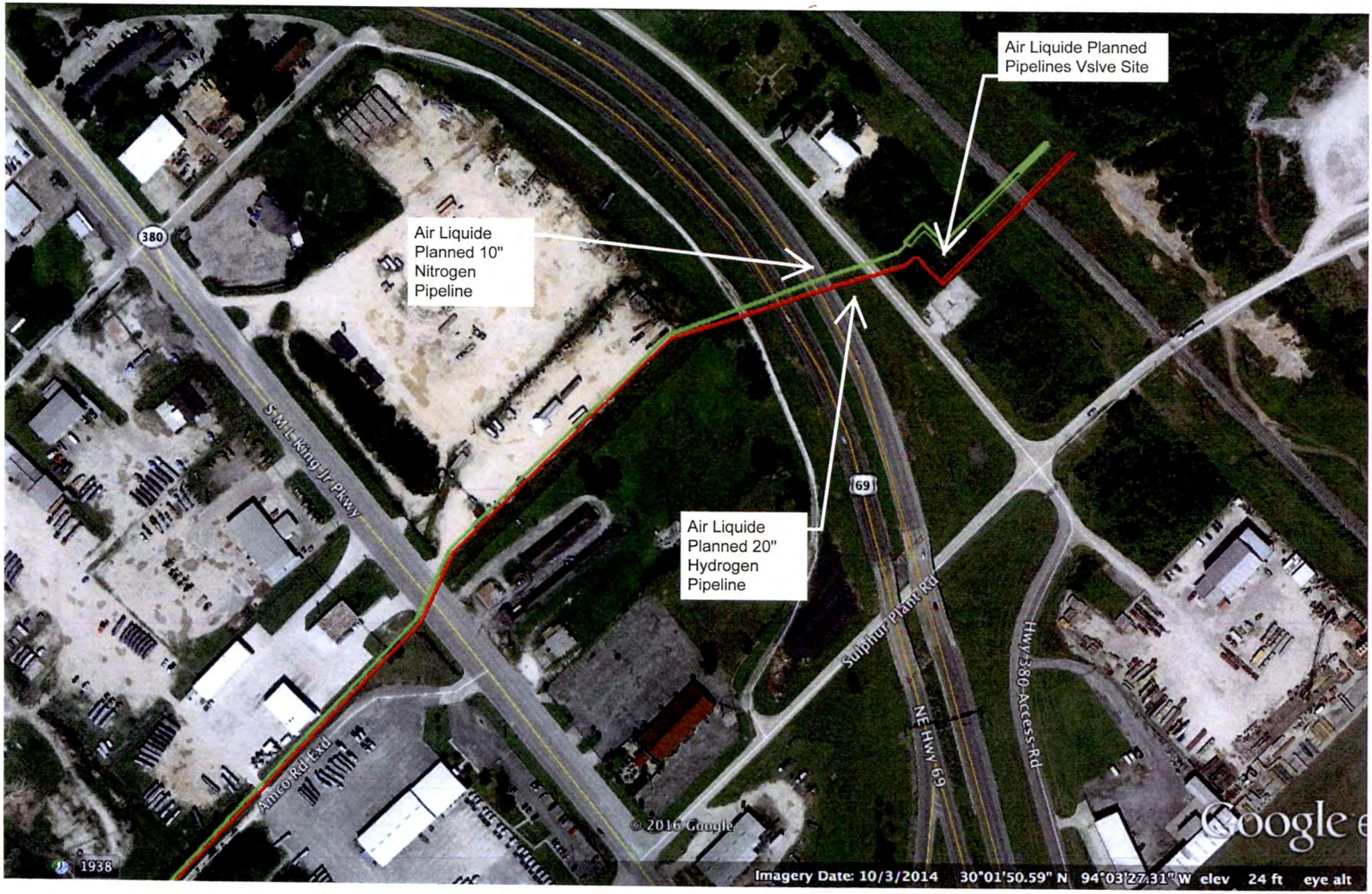
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Air Liquide Planned 10" Nitrogen Pipeline
Air Liquide Planned 20" Hydrogen Pipeline
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69
Sulphur Plant Rd
NE Hwy 69
Hwy 380 Access Rd
Amco Rd Exd
© 2016 Google
1938
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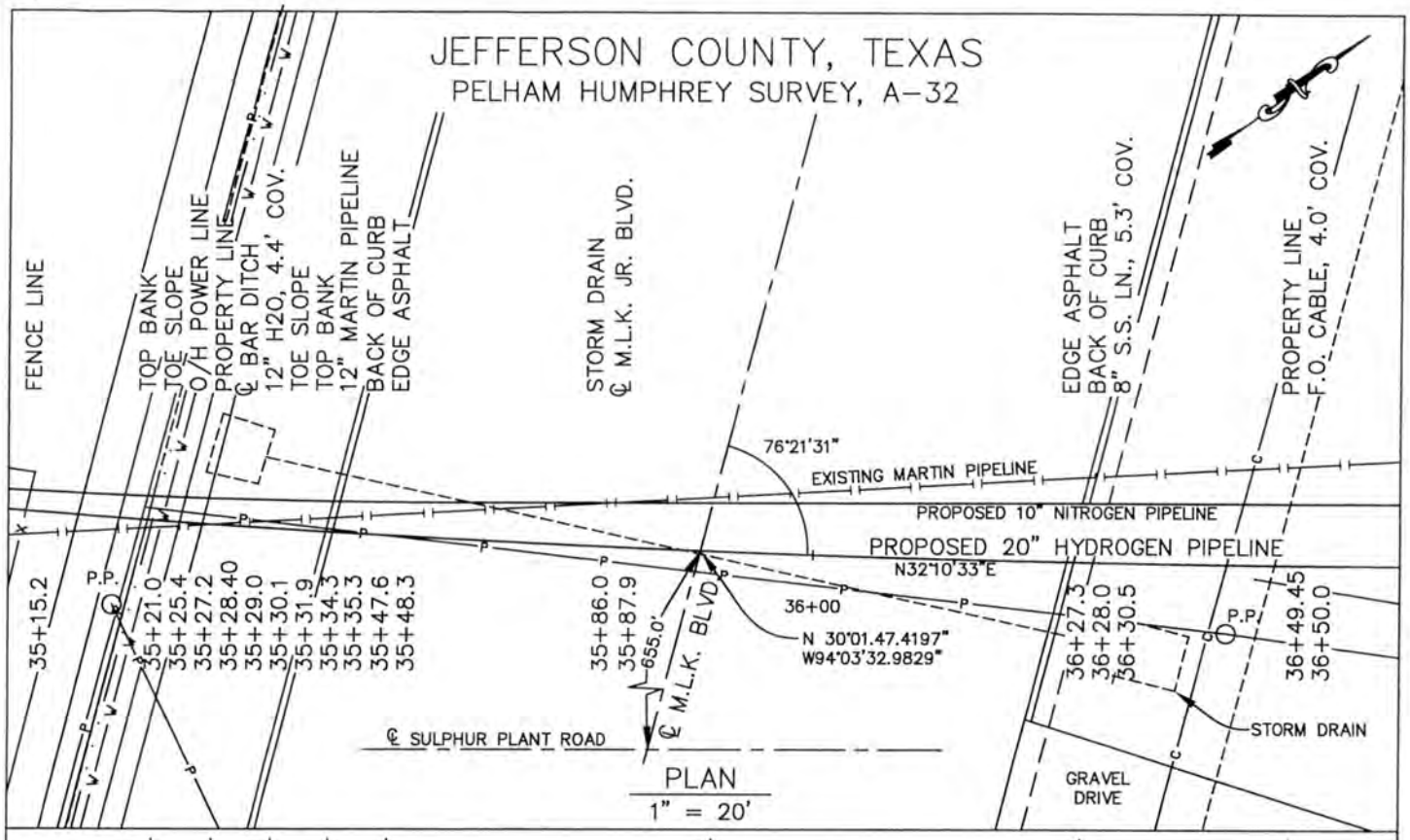
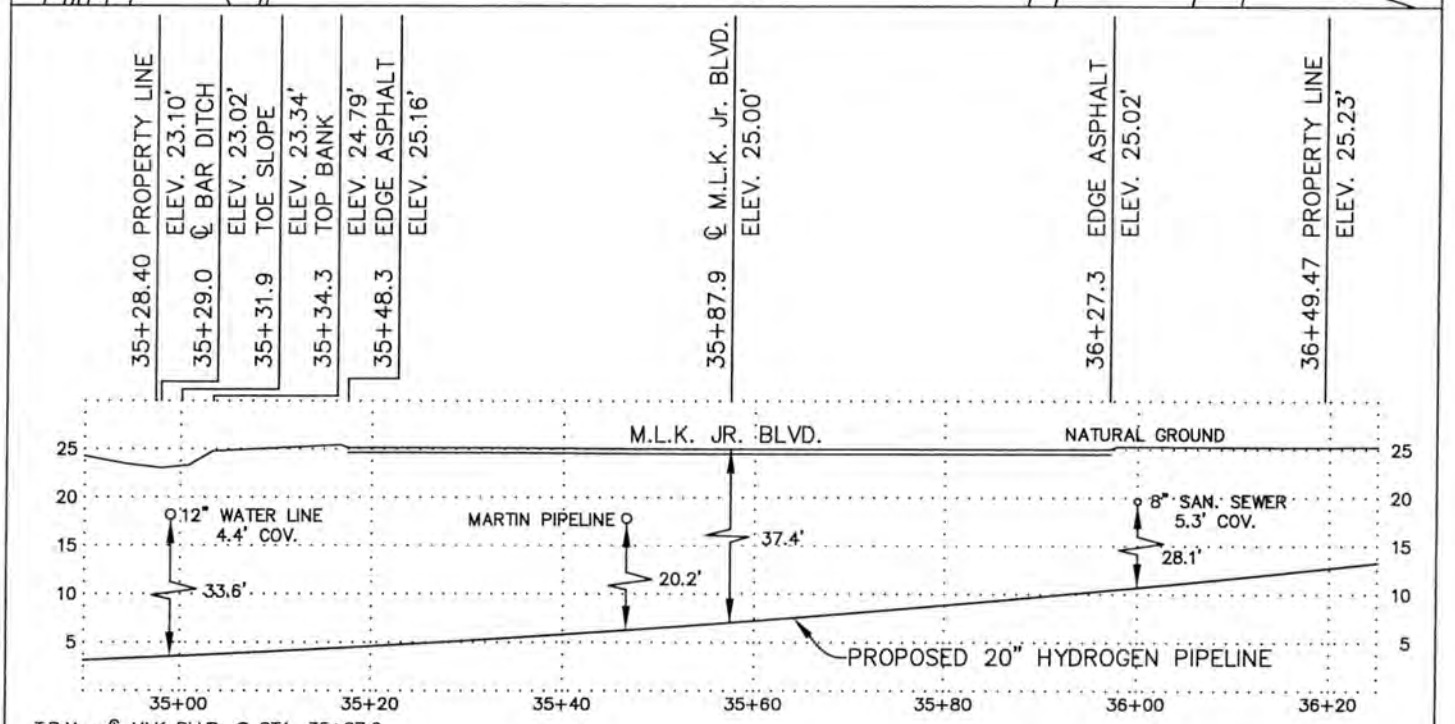


PLAN
1" = 20'



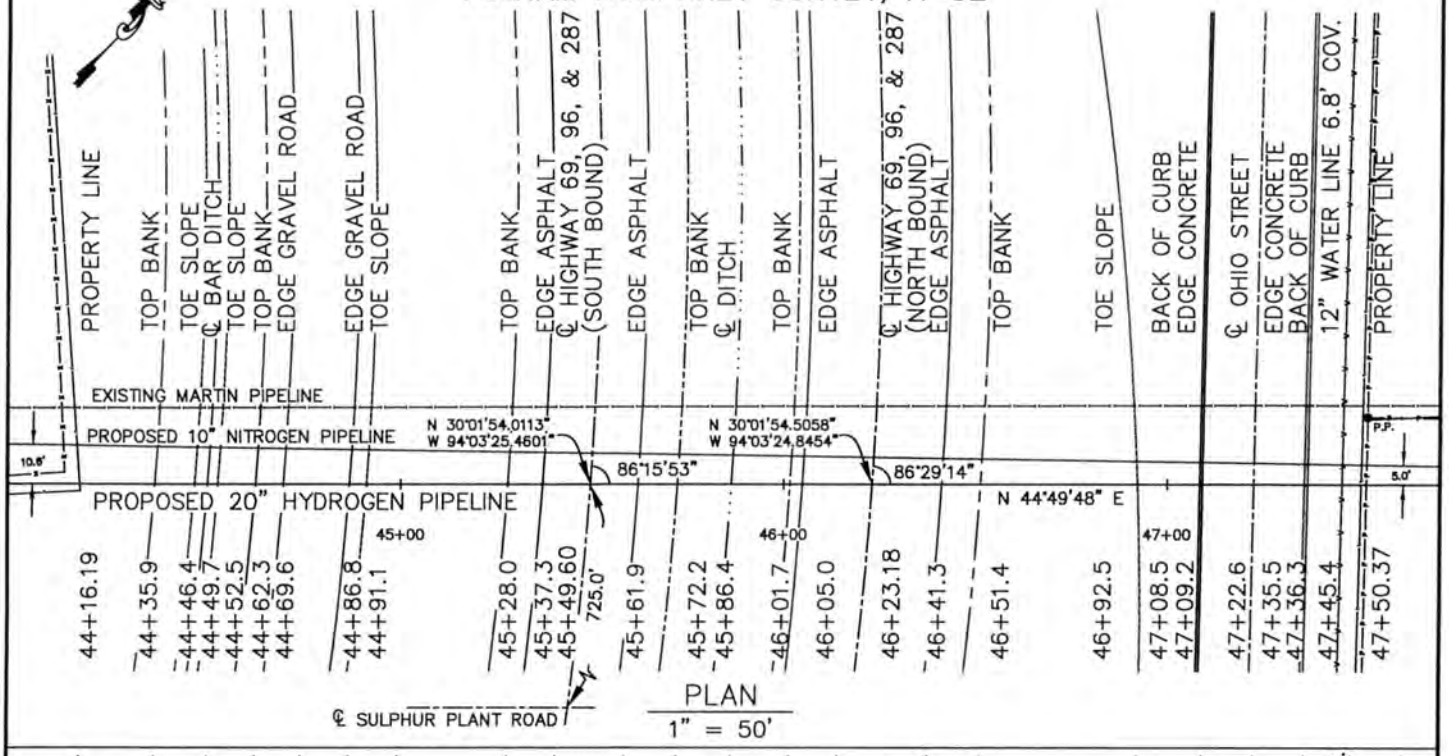
T.B.M. : ℄ MLK BLVD. ⊙ STA. 35+87.9
ELEVATION: 25.00 FT.
PIPE SPECS.: 20" x 0.423 W.T., API 5LX-52, PSL2
NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE
20 MILS ARO COATING

PROFILE
1" = 20' Hrz. & Vrt.

REVISION			DATE 07-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY 2M-MJO			SCALE 1"=20'
1.			CHECKED	PROPOSED 20" HYDROGEN PIPELINE MARTIN LUTHER KING JR. BOULEVARD JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 003-ACV-5023
3.			APP'D			
4.						

JEFFERSON COUNTY, TEXAS

PELHAM HUMPHREY SURVEY, A-32



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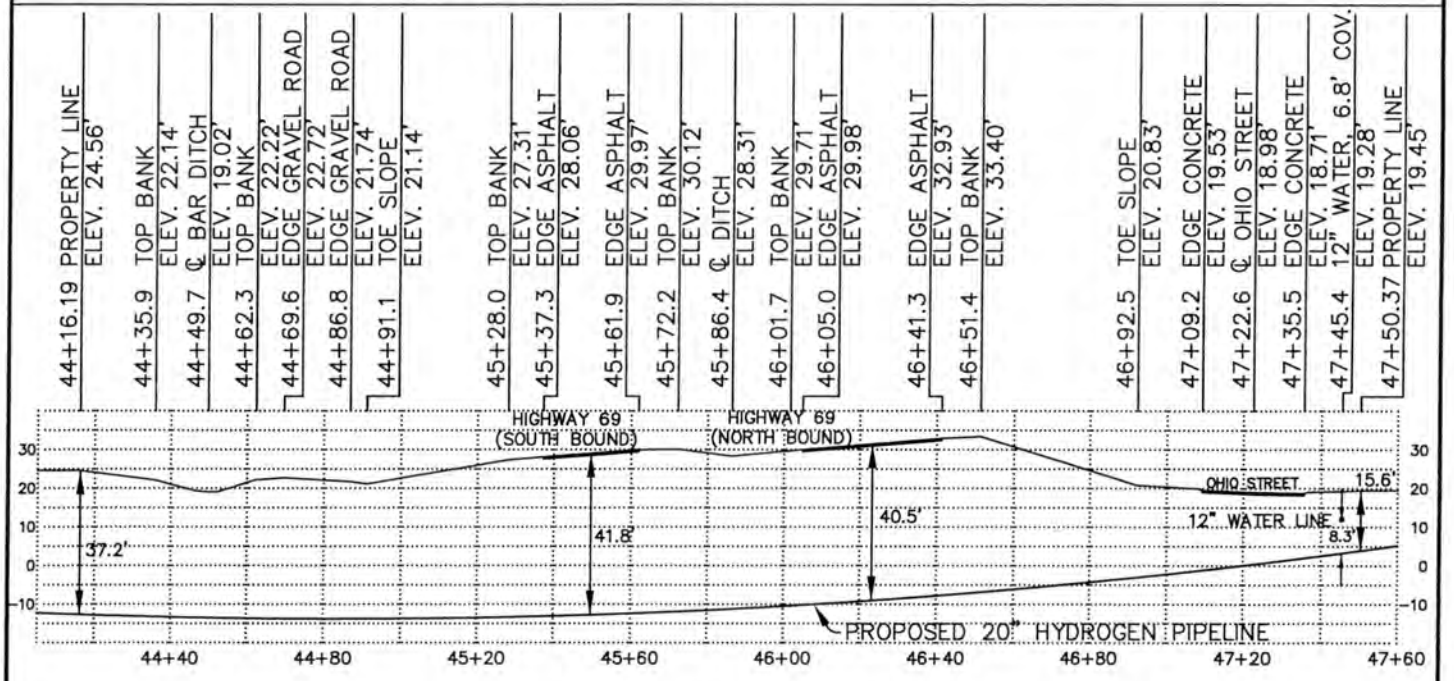
1" = 50'



T.B.M. : ℄ OHIO STREET ● STA. 47+22.6
ELEVATION: 18.98 FT.
PIPE SPECS.: 20" x 0.423" W.T., API 5LX-52, PSL2
NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE
20 MILS ARO

PROFILE
1" = 50' Hrz. & Vrt.

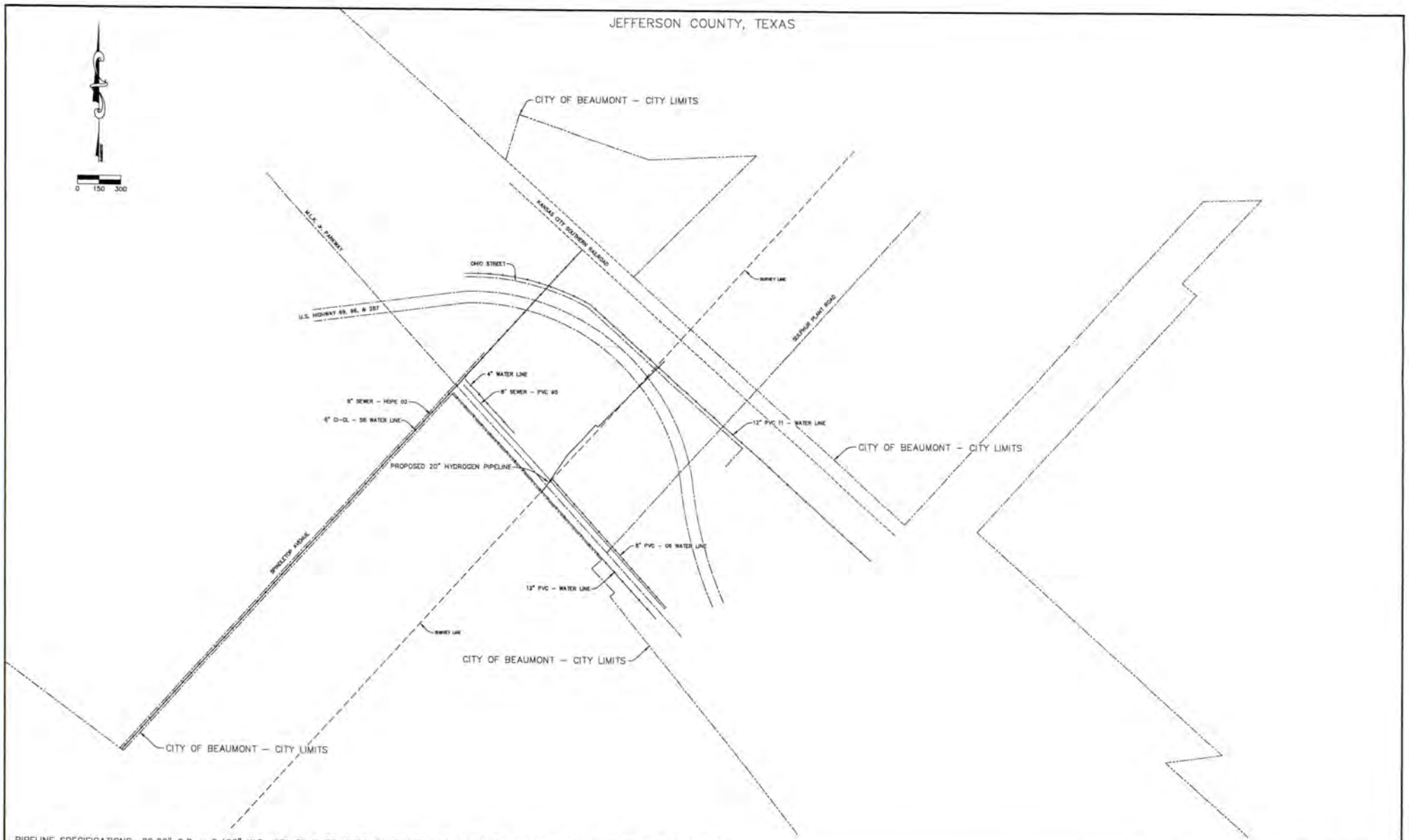
REVISION		
NO.	DATE	BY
1.		
2.		
3.		
4.		

DATE 07-11-2016
DRAWN BY 2M-MJO
CHECKED
APP'D

AIR LIQUIDE™
AIR LIQUIDE
LARGE INDUSTRIES U.S. LP
HOUSTON, TEXAS

PROPOSED 20" HYDROGEN PIPELINE
HIGHWAY 69, 96, & 287
JEFFERSON COUNTY, TEXAS

FILE & DISK
SCALE 1" = 50'
JOB NO.
DWG. NO. 003-ACV-5026



PIPELINE SPECIFICATIONS: 20.00" O.D. x 0.423" W.T., API-5L X-52, PSL2, NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE COATING WITH 20 MILS ARO

PROPOSED 20" PIPE LENGTH: 1,272.99 FEET OR 0.24 MILES.

REV	DATE		REV	DATE		REV	DATE	

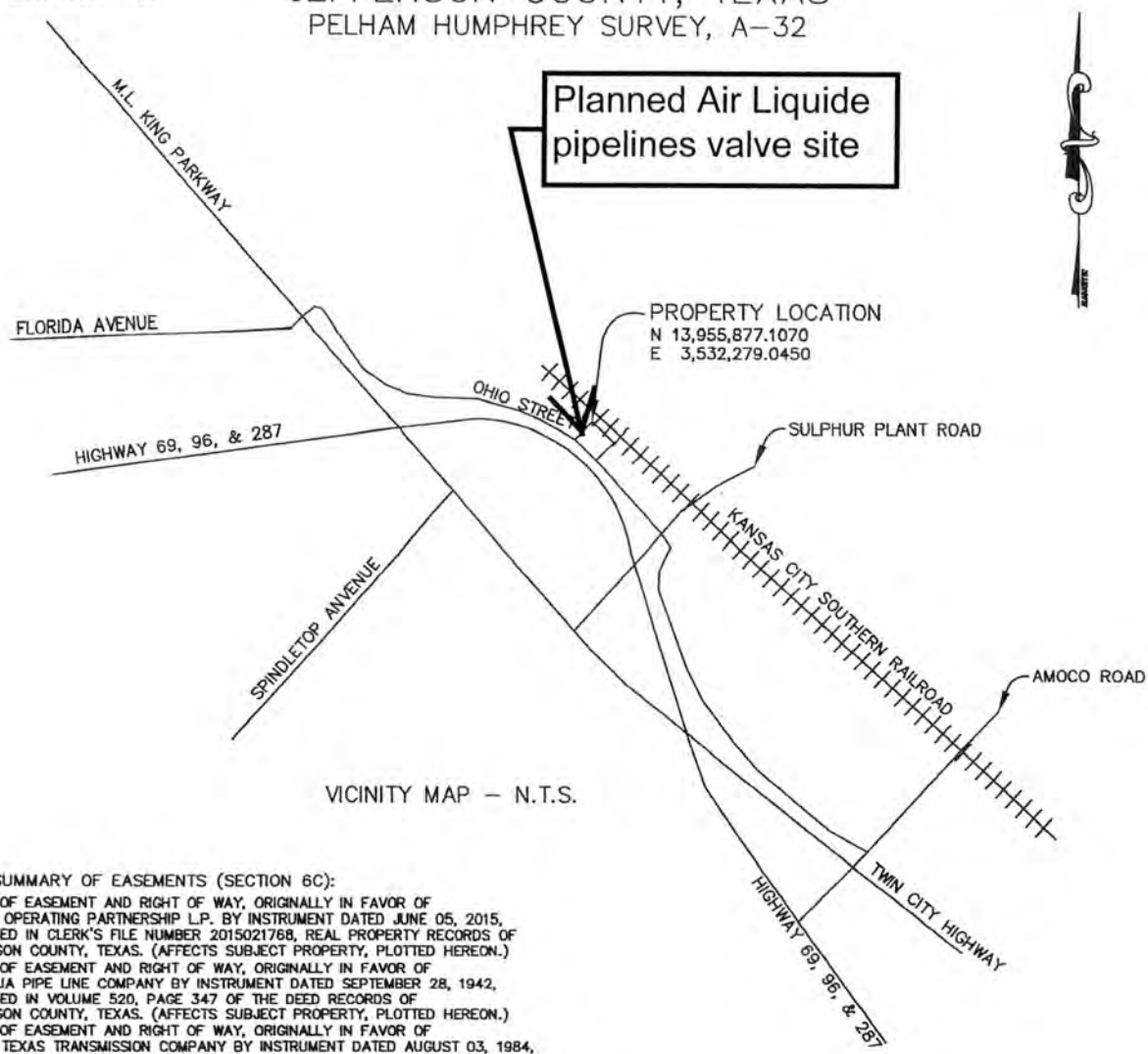
DATE 05-23-2016	DRAWN BY ZN-MCO	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	PROPOSED 20" HYDROGEN PIPELINE CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS
AIR No.	CHECKED BY		
FILE & DISK	APPRD		

SCALE: 1" = 300' REV. No. 0

DWG. No. 003-DCV-5111

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



VICINITY MAP – N.T.S.

NOTES – SUMMARY OF EASEMENTS (SECTION 6C):

1e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MARTIN OPERATING PARTNERSHIP L.P. BY INSTRUMENT DATED JUNE 05, 2015, RECORDED IN CLERK'S FILE NUMBER 2015021768, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

2e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PIPE LINE COMPANY BY INSTRUMENT DATED SEPTEMBER 28, 1942, RECORDED IN VOLUME 520, PAGE 347 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

3e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF UNITED TEXAS TRANSMISSION COMPANY BY INSTRUMENT DATED AUGUST 03, 1984, RECORDED IN CLERK'S FILE NUMBER 100720097, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT PROPERTY, PLOTTED HEREON.)

4e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF COLONIAL PIPELINE COMPANY BY INSTRUMENT DATED DECEMBER 18, 1962, RECORDED IN VOLUME 1327, PAGE 273 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

5e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MOBIL OIL CORPORATION BY INSTRUMENT DATED OCTOBER 11, 1966, RECORDED IN VOLUME 1484, PAGE 478 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

6e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF GULF PIPELINE COMPANY BY INSTRUMENT DATED JANUARY 16, 1922, RECORDED IN VOLUME 213, PAGE 42 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

7e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PETROLEUM COMPANY BY INSTRUMENT DATED FEBRUARY 24, 1922, RECORDED IN VOLUME 213, PAGE 636 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

8e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PETROLEUM COMPANY BY INSTRUMENT DATED JULY 23, 1924, RECORDED IN VOLUME 243, PAGE 451 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

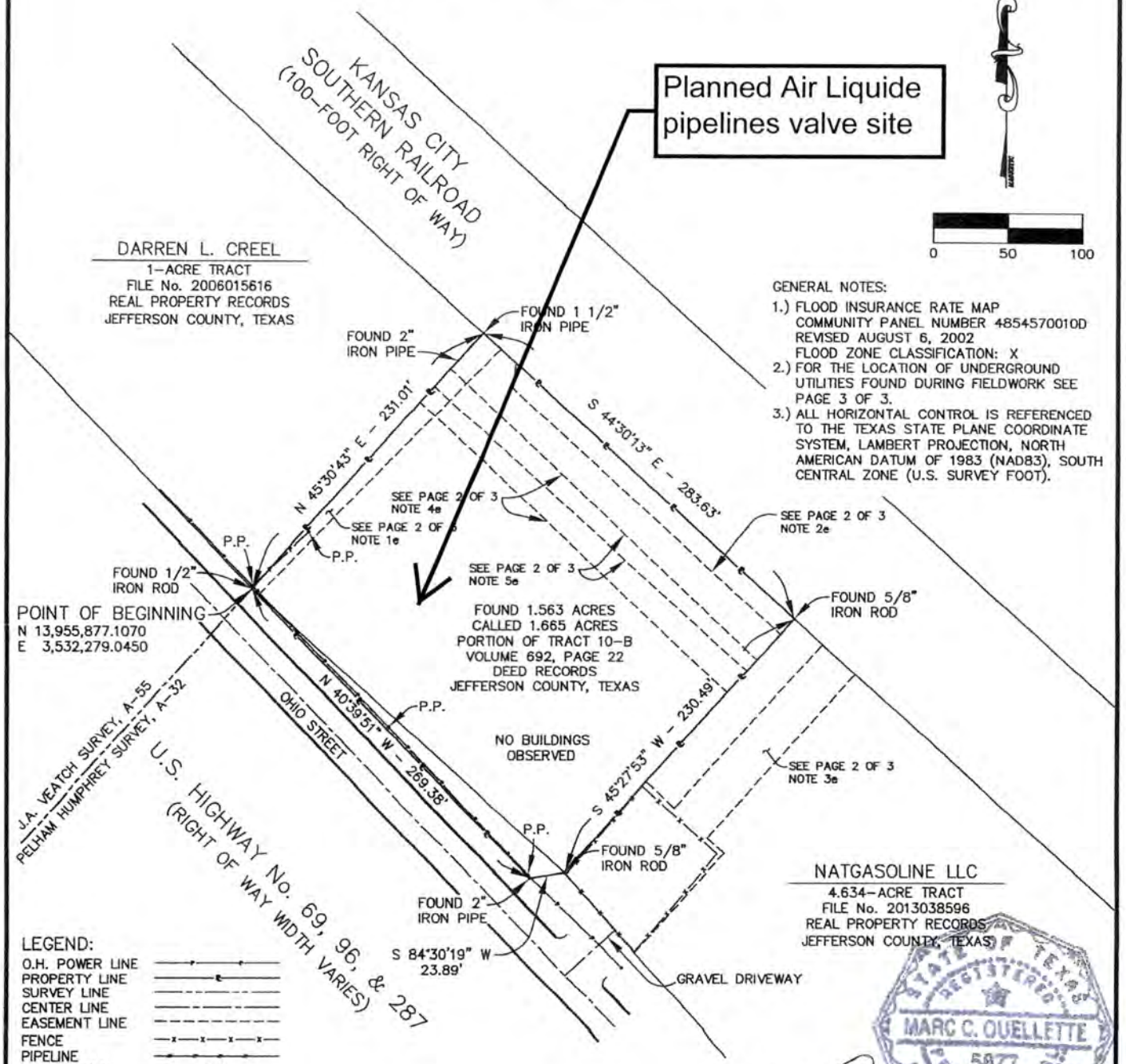
9e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA GAS COMPANY BY INSTRUMENT DATED OCTOBER 28, 1929, RECORDED IN VOLUME 333, PAGE 329 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

10e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF DEFENSE PLANT CORPORATION BY INSTRUMENT DATED APRIL 25, 1944, RECORDED IN VOLUME 549, PAGE 389 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.			CHECKED	ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 003-APP-3013
3.			APP'D			
4.						

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



GENERAL NOTES:

1.) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 4854570010D REVISED AUGUST 6, 2002 FLOOD ZONE CLASSIFICATION: X
2.) FOR THE LOCATION OF UNDERGROUND UTILITIES FOUND DURING FIELDWORK SEE PAGE 3 OF 3.
3.) ALL HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT).

LEGEND:

O.H. POWER LINE	
PROPERTY LINE	
SURVEY LINE	
CENTER LINE	
EASEMENT LINE	
FENCE	
PIPELINE	
POWER POLE	P.P.
PROPERTY CORNER	O

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 11, AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 03, 2016.

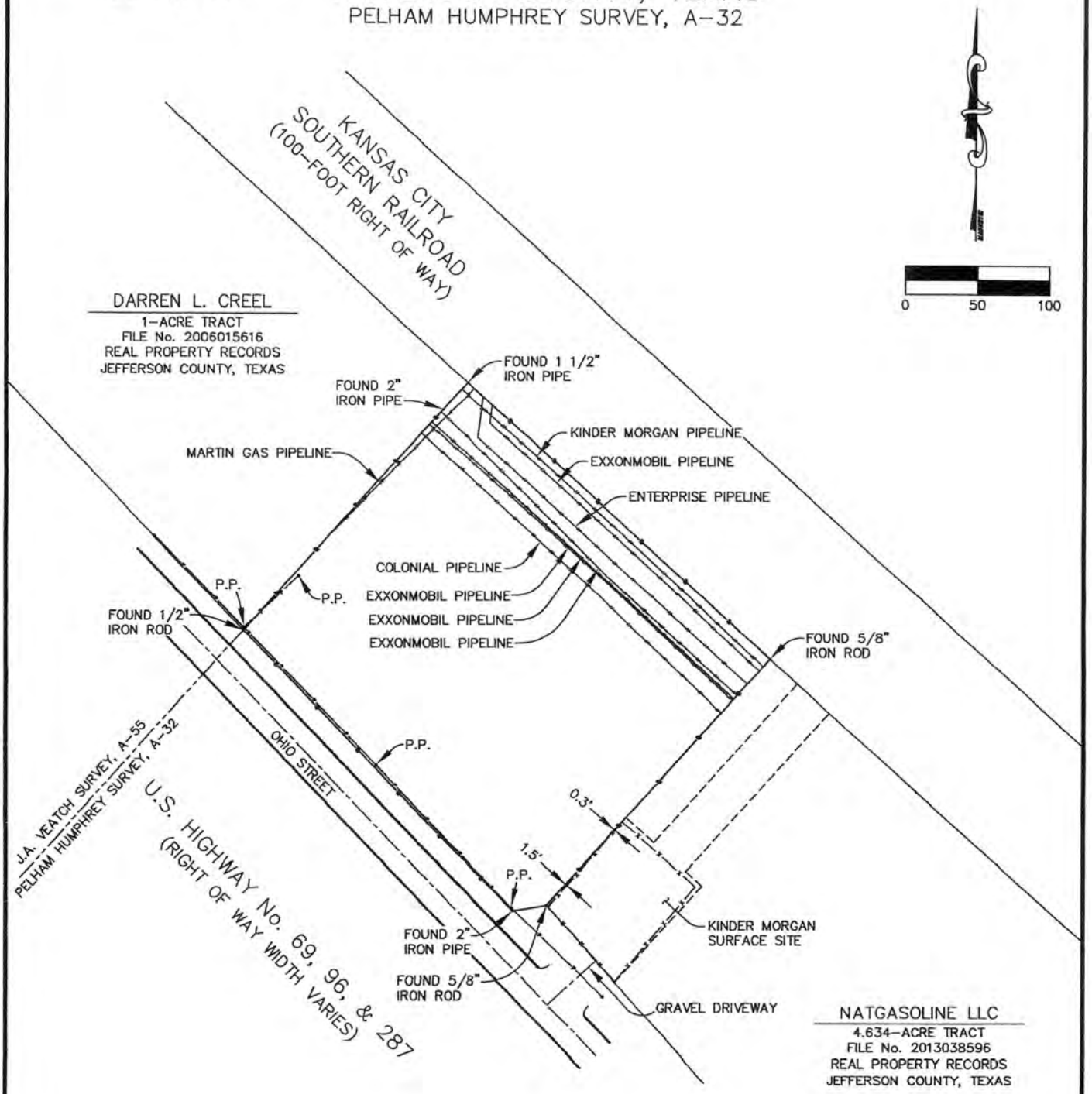
STATE OF TEXAS REGISTERED MARC C. OUELLETTE 5877 PROFESSIONAL LAND SURVEYOR

MARC C. OUELLETTE, R.P.L.S. No. 5877
FIRM NUMBER 10008400
2310 OWEN STREET, ALVIN, TEXAS 77511
PHONE NO. 281-388-0426

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.			CHECKED	ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 003-APP-3013
3.			APP'D			
4.						

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



DETAIL NOTE 2

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.			CHECKED	ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 003-APP-3013
3.			APP'D			
4.						

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Air Liquide Large Industries U.S. LP Business Phone: ( ) 713 585-5689

Business Address: 3535 West 12th Street, Houston, TX 77008

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein Five hundred and no/100 dollars ($500.00) hereby grants to Air Liquide Large Industries U.S. LP hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
N2 Pipeline crosses SPUR 380 ~660' NW of Sulphur Plant Rd	122'
N2 Pipeline crosses Ohio St. ~733' NW of Sulphur Plant Rd.	56'

EXHIBIT "B"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of $ 100,000.00 The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont	Name of Licensee: Air Liquide Large Industries U.S. LP
P.O. Box 3827 Beaumont, Texas 77704	Address of Licensee: 3560 West 12th Street
Attn: City Manager	City and State of Licensee: Houston, Tx 77008

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20_____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Air Liquide Large Industries U.S. LP

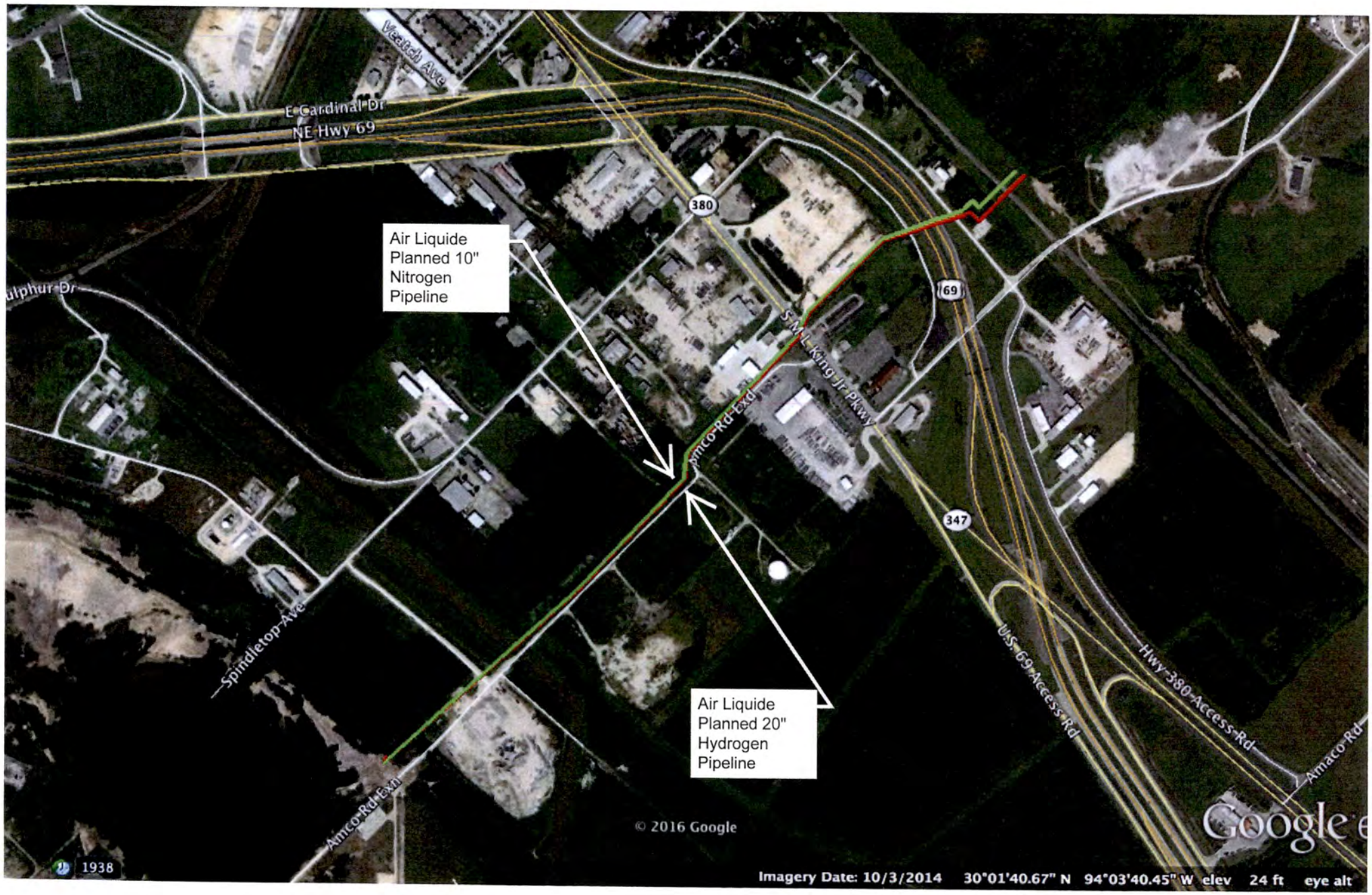
Represented by:

_____

Jed Franzen
Title Director of Right of Way

ATTEST:

By:_____
Secretary


Air Liquide
Planned 10"
Nitrogen
Pipeline
Air Liquide
Planned 20"
Hydrogen
Pipeline
E Cardinal Dr
NE Hwy 69
Veatch Ave
380
69
347
S M L King Jr Pkwy
Amco Rd Exd
Spindletop Ave
Amco Rd Exn
US 69 Access Rd
Hwy 380 Access Rd
Amaco Rd
© 2016 Google
1938
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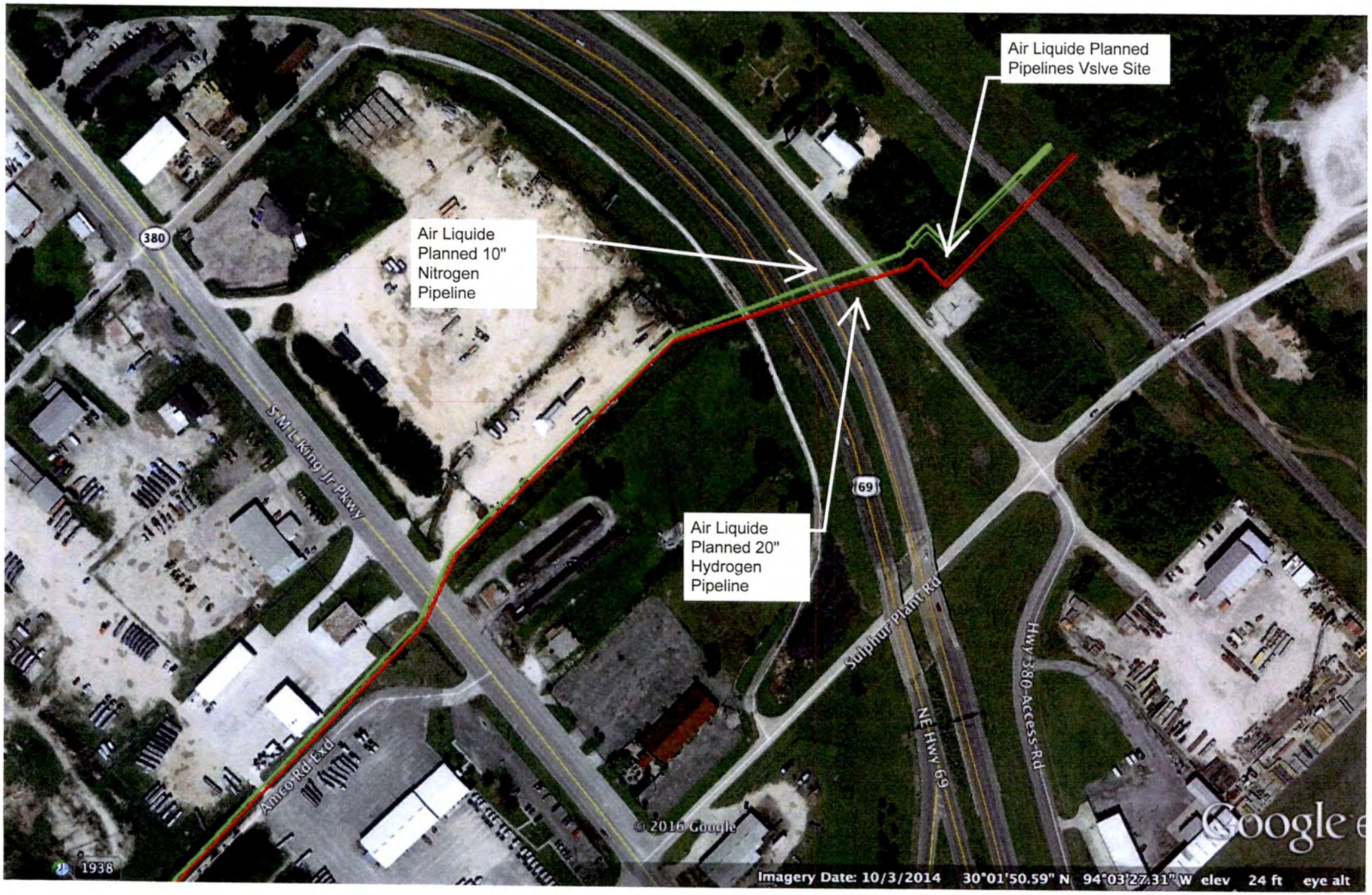
Air Liquide Planned Pipelines Vslve Site
Air Liquide Planned 10" Nitrogen Pipeline
Air Liquide Planned 20" Hydrogen Pipeline
380
S M L King Jr Pkwy
69
Sulphur Plant Rd
NE Hwy 69
Hwy 380 Access Rd
Amco Rd Ext
© 2016 Google
1938
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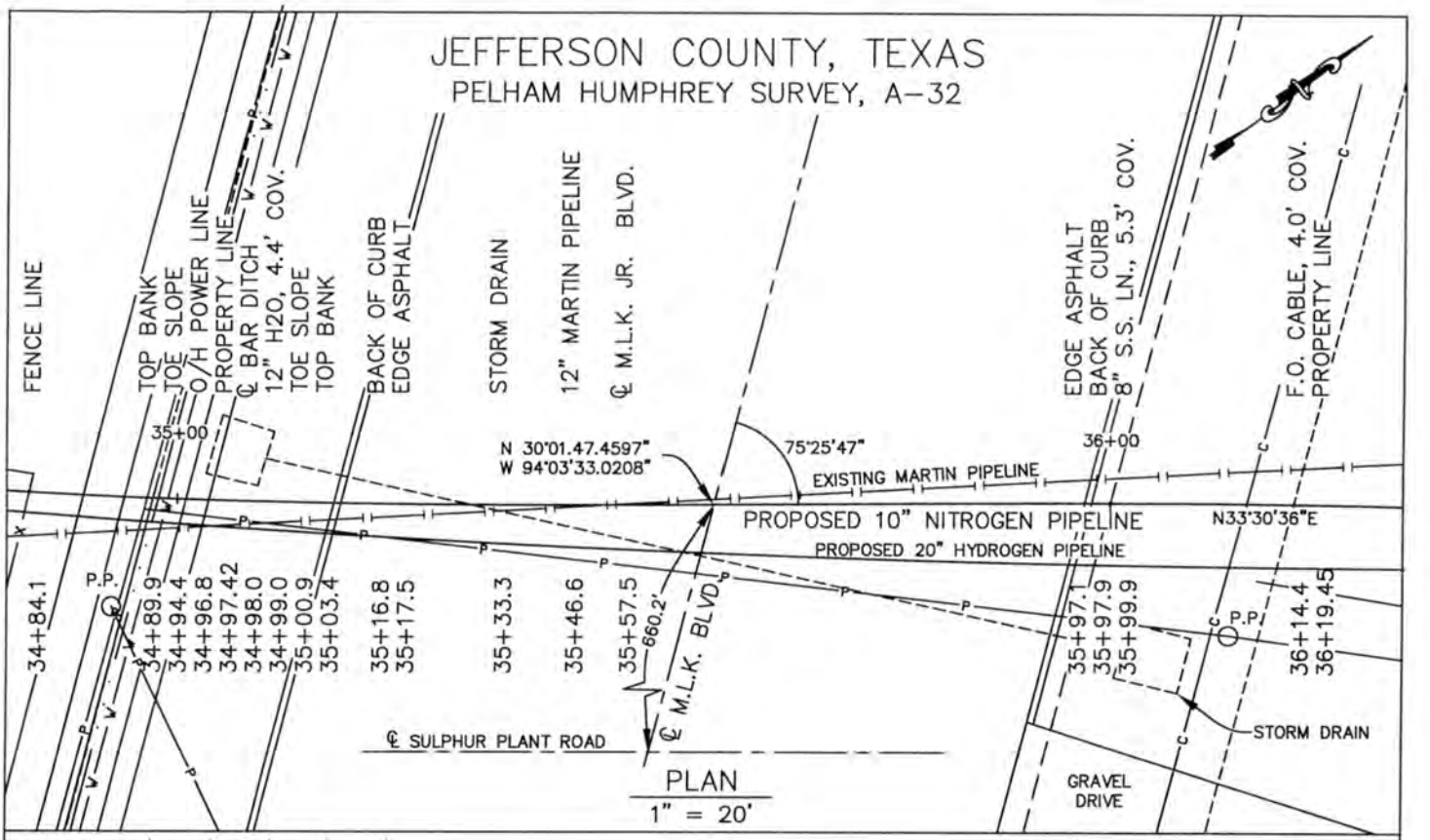
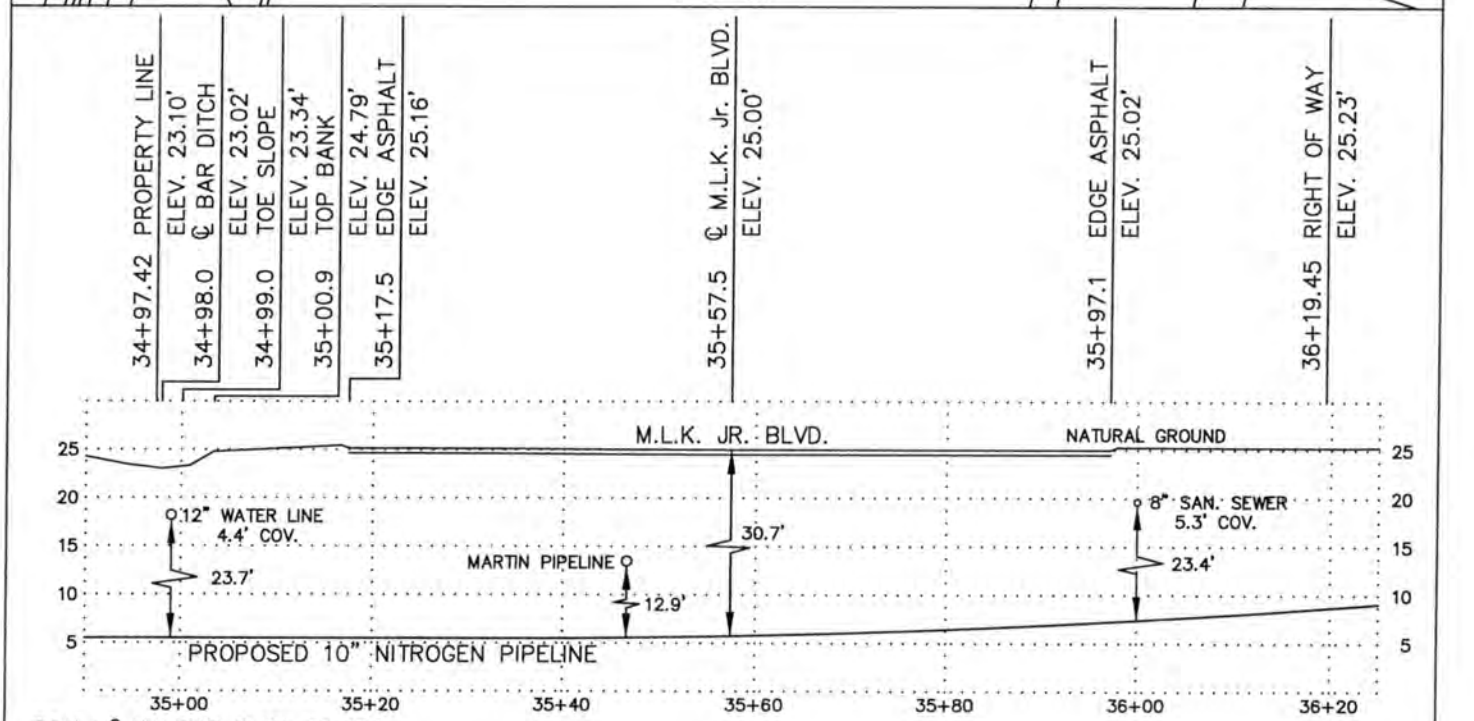


PLAN
1" = 20'



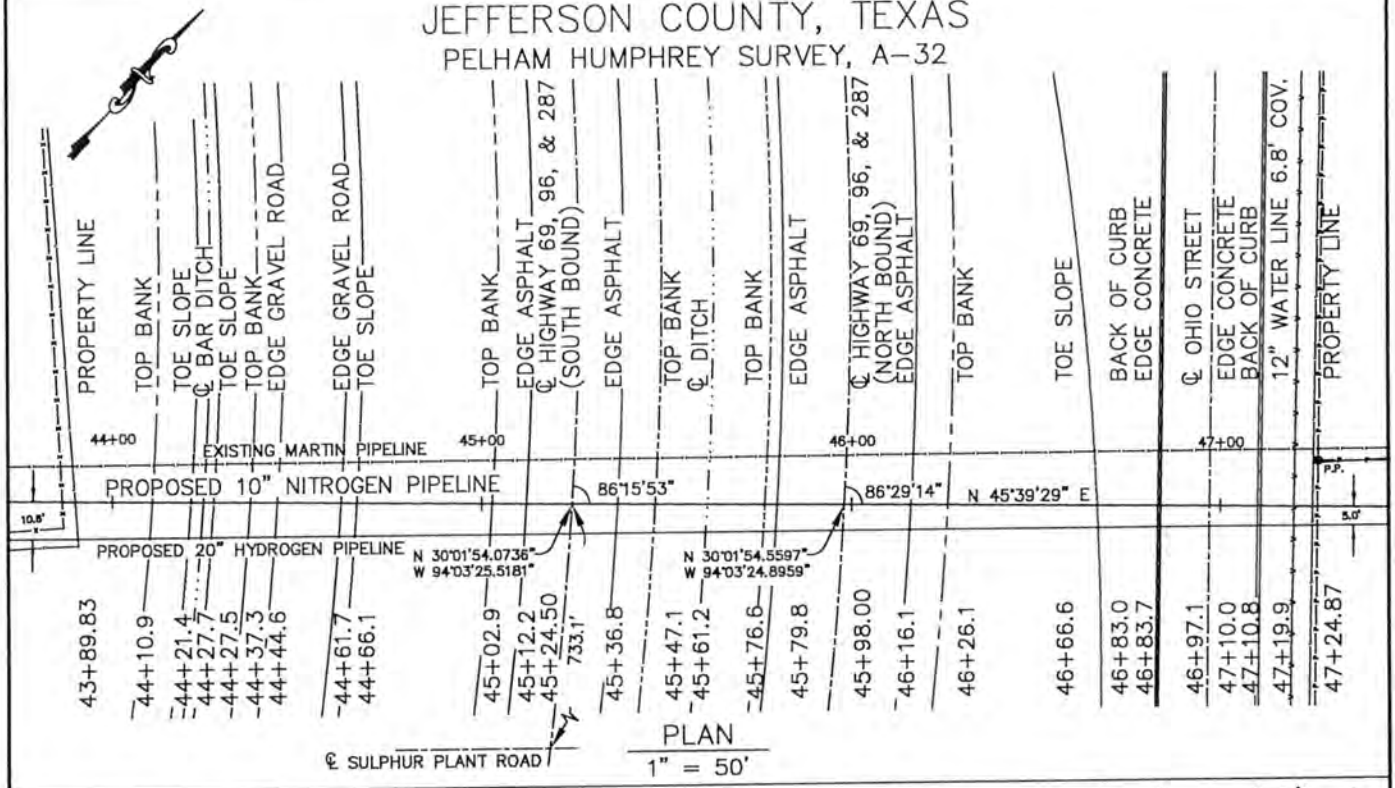
T.B.M. : ℄ MLK BLVD. ● STA. 35+57.5
ELEVATION: 25.00 FT.
PIPE SPECS.: 10.75" x 0.307 W.T., API 5LX-52, PSL2
NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE
20 MILS ARO COATING

PROFILE
1" = 20' Hrz. & Vrt.

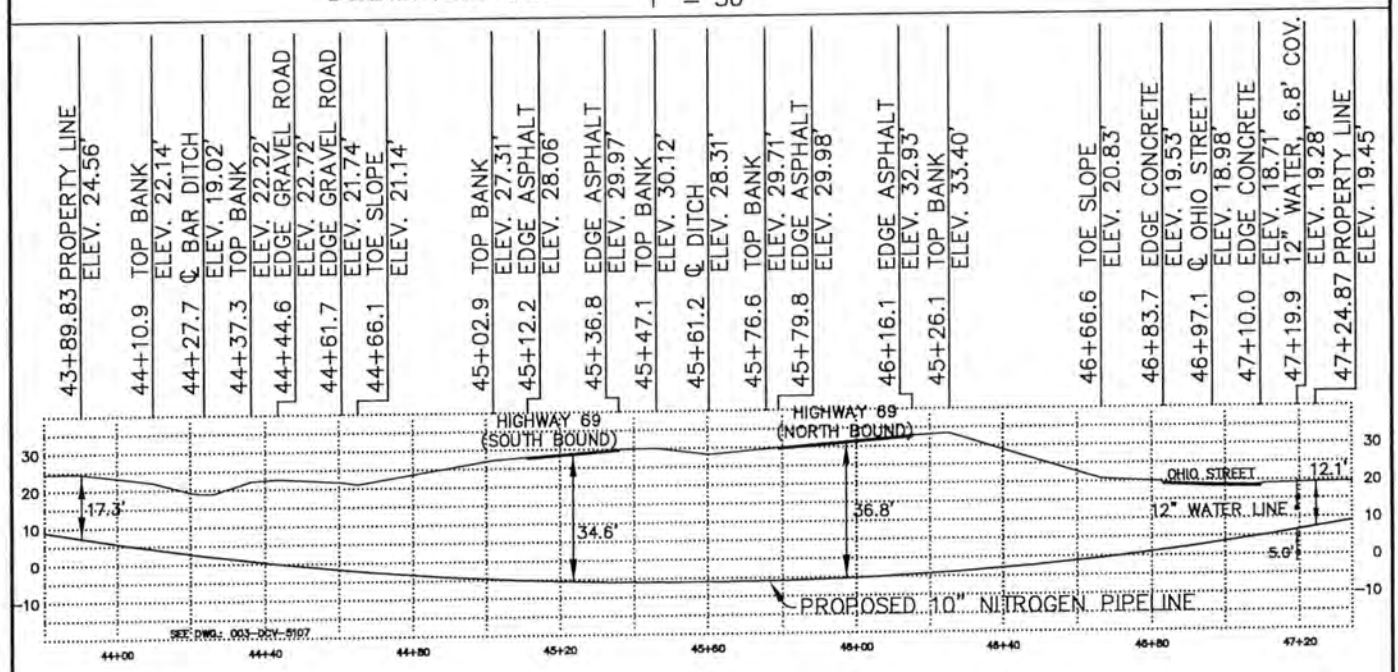
REVISION			DATE 07-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY 2M-MJO			SCALE 1"=20'
1.			CHECKED	PROPOSED 10" NITROGEN PIPELINE MARTIN LUTHER KING JR. BOULEVARD JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 007-ACV-2003
3.			APP'D			
4.						

JEFFERSON COUNTY, TEXAS

PELHAM HUMPHREY SURVEY, A-32



PLAN
1" = 50'

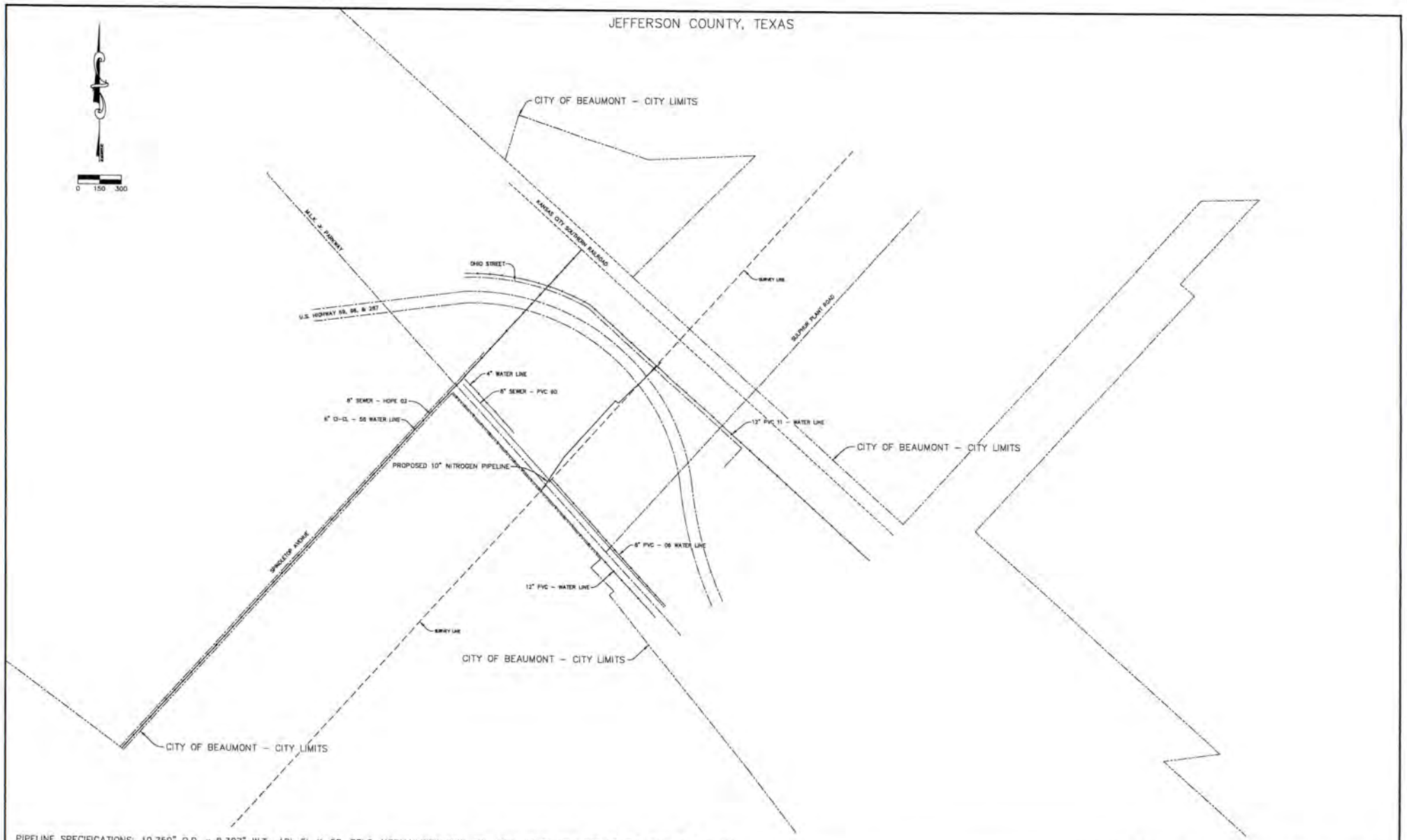


T.B.M. : ℄ OHIO STREET @ STA. 46+97.1
ELEVATION: 18.98 FT.
PIPE SPECS.: 10.75" x 0.307" W.T., API 5LX-52, PSL2
NORMALIZED ERW, PEB, TRL, 14-16 MILS FBE
20 MILS ARO

PROFILE
1" = 50' Hrz. & Vrt.

REVISION			DATE 07-11-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY 2M-MJO			SCALE 1" = 50'
1.	08-24-2016	MCO	CHECKED	PROPOSED 10" NITROGEN PIPELINE HIGHWAY 69, 96, & 287 JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 007-ACV-2006
3.			APP'D			
4.						

JEFFERSON COUNTY, TEXAS



PIPELINE SPECIFICATIONS: 10.750" O.D. x 0.307" W.T., API-5L X-52, PSL2, NORMAILIZED ERW, TRL, PEB, 14-16 MILS FBE COATING with 20 MILS ARO

PROPOSED 10" PIPE LENGTH: 1,257.52 FEET OR 0.24 MILES.

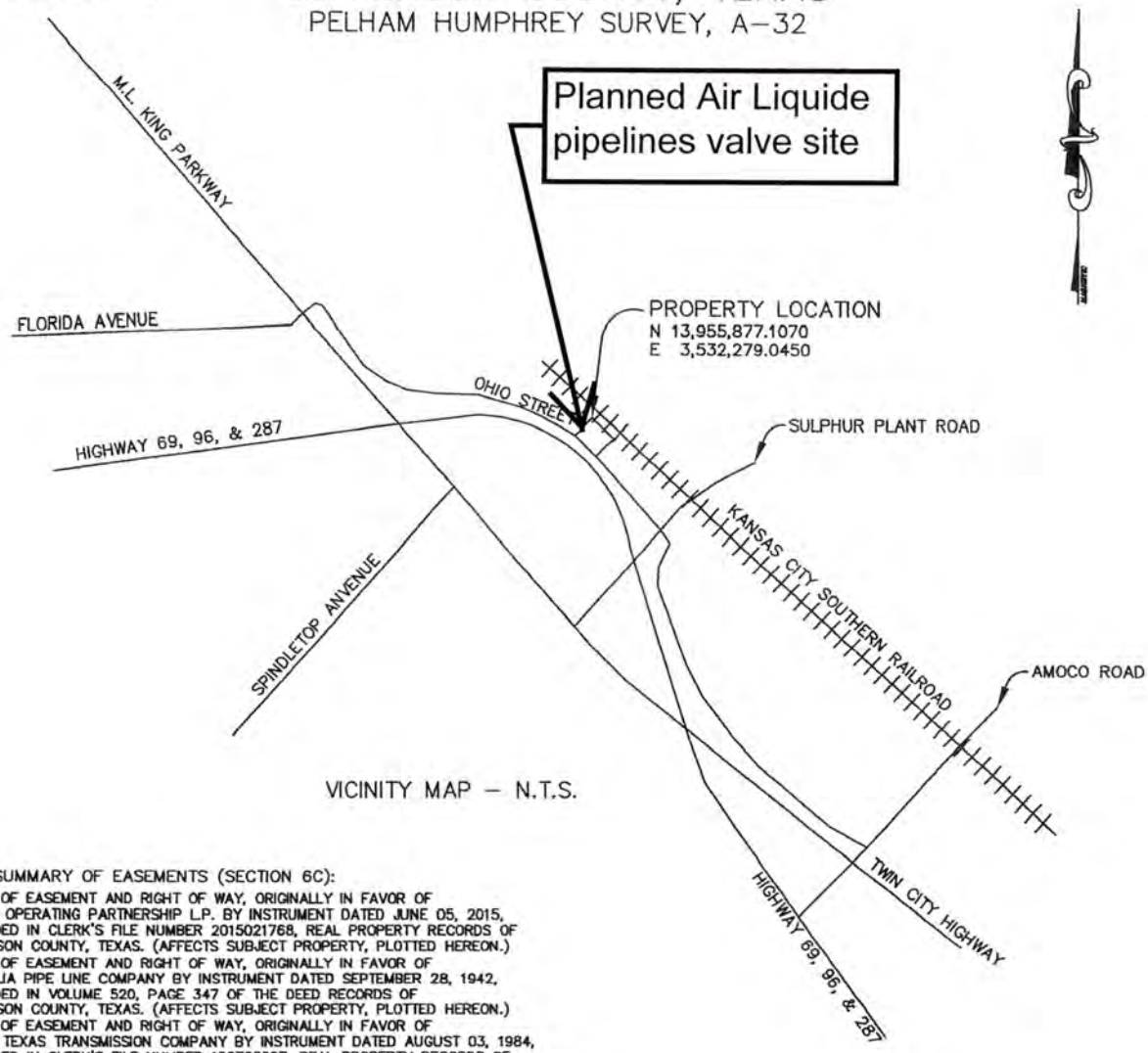
REV	DATE		REV	DATE		REV	DATE	

DATE 05-23-2016	DRAWN BY ZM-MCO	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	PROPOSED 10" NITROGEN PIPELINE CITY OF BEAUMONT JEFFERSON COUNTY, TEXAS
ARI No.	CHECKED BY			
FILE & DISK	APPRD			

SCALE 1" = 300' | REV No. 0
DWG No. 007-DCV-3027

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



VICINITY MAP – N.T.S.

NOTES – SUMMARY OF EASEMENTS (SECTION 6C):

1e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MARTIN OPERATING PARTNERSHIP L.P. BY INSTRUMENT DATED JUNE 05, 2015, RECORDED IN CLERK'S FILE NUMBER 2015021768, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

2e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PIPE LINE COMPANY BY INSTRUMENT DATED SEPTEMBER 28, 1942, RECORDED IN VOLUME 520, PAGE 347 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

3e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF UNITED TEXAS TRANSMISSION COMPANY BY INSTRUMENT DATED AUGUST 03, 1984, RECORDED IN CLERK'S FILE NUMBER 100720097, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS. (DOES NOT AFFECT SUBJECT PROPERTY, PLOTTED HEREON.)

4e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF COLONIAL PIPELINE COMPANY BY INSTRUMENT DATED DECEMBER 18, 1962, RECORDED IN VOLUME 1327, PAGE 273 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

5e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MOBIL OIL CORPORATION BY INSTRUMENT DATED OCTOBER 11, 1966, RECORDED IN VOLUME 1484, PAGE 478 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (AFFECTS SUBJECT PROPERTY, PLOTTED HEREON.)

6e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF GULF PIPELINE COMPANY BY INSTRUMENT DATED JANUARY 16, 1922, RECORDED IN VOLUME 213, PAGE 42 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

7e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PETROLEUM COMPANY BY INSTRUMENT DATED FEBRUARY 24, 1922, RECORDED IN VOLUME 213, PAGE 636 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

8e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA PETROLEUM COMPANY BY INSTRUMENT DATED JULY 23, 1924, RECORDED IN VOLUME 243, PAGE 451 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

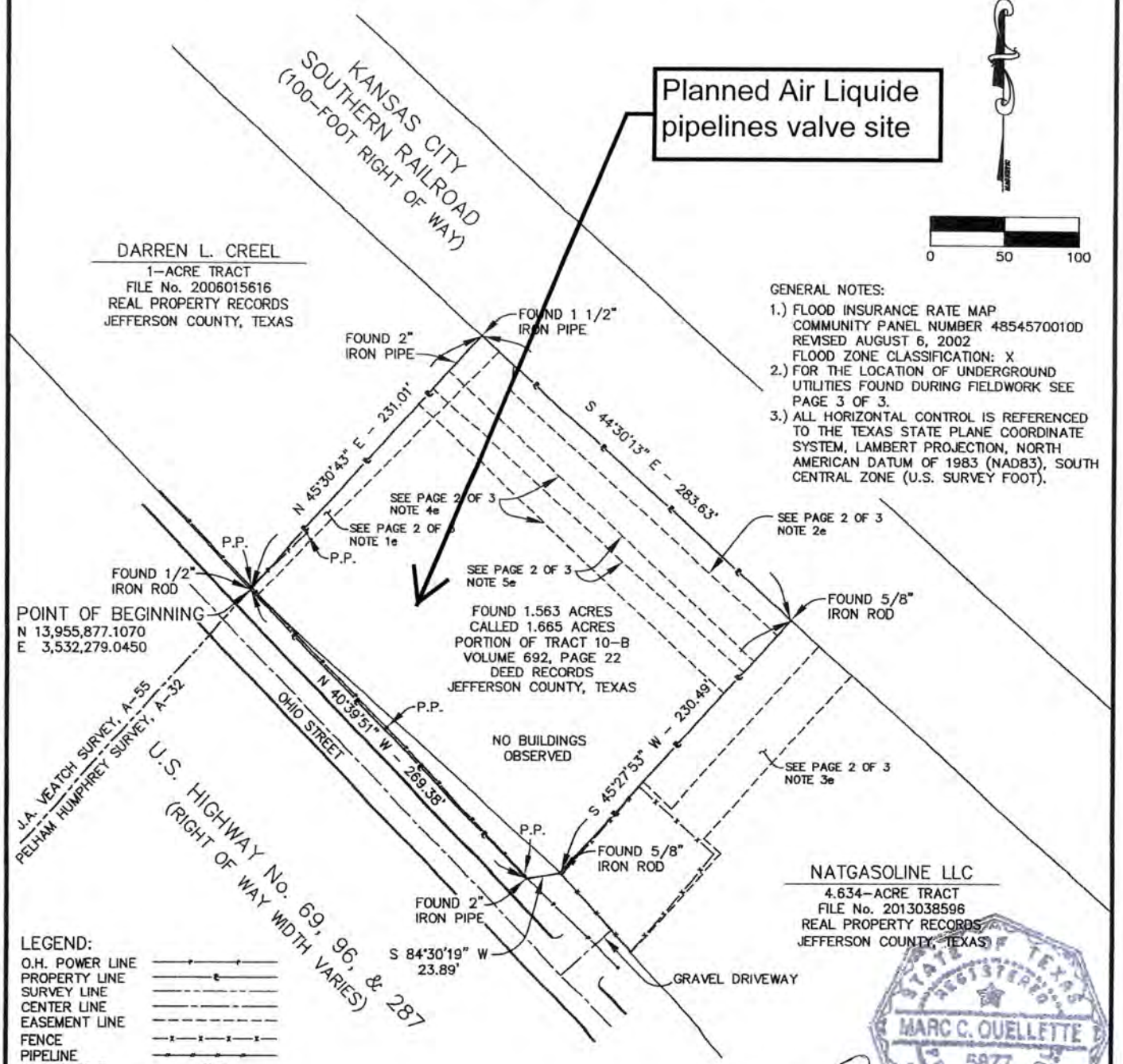
9e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF MAGNOLIA GAS COMPANY BY INSTRUMENT DATED OCTOBER 28, 1929, RECORDED IN VOLUME 333, PAGE 329 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

10e.) GRANT OF EASEMENT AND RIGHT OF WAY, ORIGINALLY IN FAVOR OF DEFENSE PLANT CORPORATION BY INSTRUMENT DATED APRIL 25, 1944, RECORDED IN VOLUME 549, PAGE 389 OF THE DEED RECORDS OF JEFFERSON COUNTY, TEXAS. (UNABLE TO PLOT DUE TO VAGUE LEGAL DESCRIPTION.)

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.			CHECKED	ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.						DWG. NO. 003-APP-3013
3.			APP'D			
4.						

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



GENERAL NOTES:

1.) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 4854570010D REVISED AUGUST 6, 2002 FLOOD ZONE CLASSIFICATION: X
2.) FOR THE LOCATION OF UNDERGROUND UTILITIES FOUND DURING FIELDWORK SEE PAGE 3 OF 3.
3.) ALL HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT).

LEGEND:

O.H. POWER LINE	
PROPERTY LINE	
SURVEY LINE	
CENTER LINE	
EASEMENT LINE	
FENCE	
PIPELINE	
POWER POLE	P.P.
PROPERTY CORNER	o

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 11, AND 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 03, 2016.

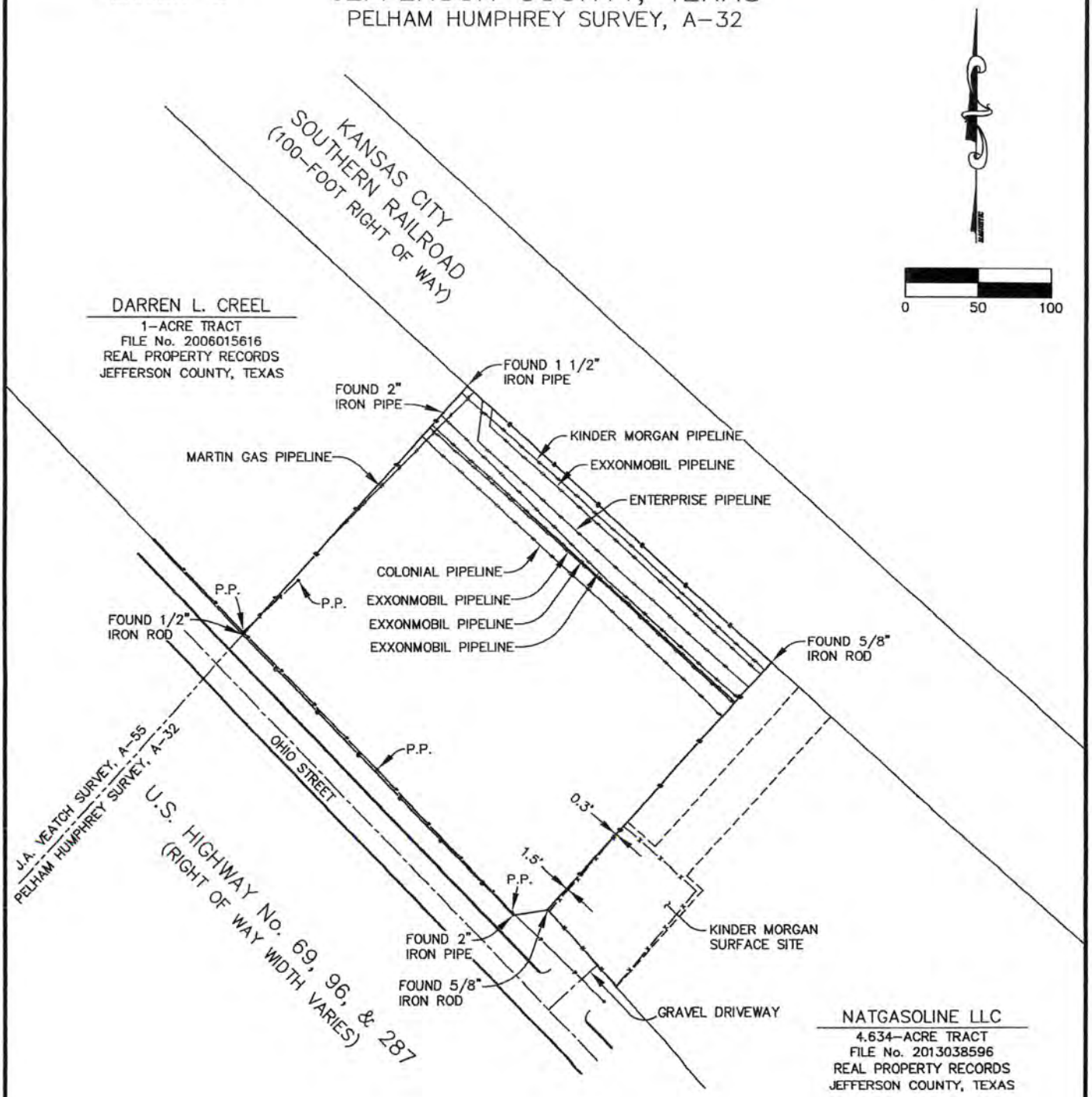
STATE OF TEXAS REGISTERED MARC C. OUELLETTE 5877 PROFESSIONAL LAND SURVEYOR

MARC C. OUELLETTE, R.P.L.S. No. 5877
FIRM NUMBER 10008400
2310 OWEN STREET, ALVIN, TEXAS 77511
PHONE NO. 281-388-0426

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.				ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.			CHECKED			
3.			APP'D			DWG. NO. 003-APP-3013
4.						

EXHIBIT "B"

JEFFERSON COUNTY, TEXAS
PELHAM HUMPHREY SURVEY, A-32



DETAIL NOTE 2

REVISION			DATE 05-13-2016	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	DRAWN BY MCO-2M			SCALE 1"= 100'
1.			CHECKED	ALTA/NSPS LAND TITLE SURVEY 1.563-ACRE TRACT JEFFERSON COUNTY, TEXAS		JOB NO.
2.						
3.			APP'D			DWG. NO. 003-APP-3013
4.						

F

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the granting of a Pipeline Agreement within the City of Beaumont.

BACKGROUND
Phillips 66 Pipeline, LLC has requested permission to install one 12" Methanol Pipeline within the city limits of Beaumont. The pipeline will be constructed in accordance with City requirements.

There is a one-time fee of $500 for each Pipeline License Agreement.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to grant a Pipeline License Agreement to Phillips 66 Pipeline, LLC, substantially in the form attached hereto as Exhibit "A," to install a twelve inch (12") methanol pipeline within the city limits of Beaumont, however, the pipeline will not cross any City right-of-way, for the purpose of transporting oil, gas, water, or their products. The pipeline is to be constructed in compliance with City requirements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of November, 2016.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT

APPLICATION FOR

PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Phillips 66 Pipeline LLC Business Phone: (832) 765-4002

Business Address: 3010 Briarpark, Houston, TX 77042

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein Five Hundred dollars hereby grants to Phillips 66 Pipeline LLC hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Street Name or R.O.W. Description	Length (Linear Feet)
None	N/A

EXHIBIT "A"

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - $500.00

- Annual fee of $2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.

- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

  The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

  Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.

- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.

- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.

- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

  If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.

- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.

- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)

- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department.** Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.

- The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.

- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)

- Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

  - Bodily injuries: **$ 300,000.00** per person
    $1,000,000.00 per incident

  - Property Damage: **$1,000,000.00**

  Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

  Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **$1,000,000.00**. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, it's agents, officers or employees, arising from actions taken or occurrences under this license agreement.

- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

  Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

  Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

  Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont	Name of Licensee: Phillips 66 Pipeline LLC
P.O. Box 3827 Beaumont, Texas 77704	Address of Licensee: 3010 Briarpark
Attn: City Manager	City and State of Licensee: Houston, TX 77042

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this _____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By:_____
Kyle Hayes, City Manager

ATTEST:

_____
City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

Phillips 66 Pipeline LLC

Represented by:

James E. Copeland
Right-of-Way Agent
Title

ATTEST:

By:_____
Secretary

NO.	REVISION	DATE
0	ISSUED	09/20/16

DRAWN BY	DATE
KJJ	09/16
CHECKED BY	DATE
EP	09/16
ENGR. APPD.	DATE
KG	09/16
PROJ. MGR. APPD.	DATE
TG	09/16

JACOBS Eagleton
12149 Westheimer Lane, Suite 100
Houston, Texas 77079
Texas Registration No. F-1039

PHILLIPS 66

CITY OF BEAUMONT

PROPOSED 12" PIPELINE
CITY OF BEAUMONT, TEXAS

JEFFERSON COUNTY TEXAS

SCALE	PROJ. NO.	DWG. NO.	REV.
NOTED	PHC-036	PHC-036-88-003	0

BEAUMONT
TEXAS

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

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on the Consent Agenda
* Consent Agenda

WORK SESSION

* Review and discuss the adoption of the 2015 International Codes and the 2014 National Electrical Code

COMMENTS

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

EXECUTIVE SESSION

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

  Claim of Allco vs. City of Beaumont
  Waste Water Treatment Plant Bar Screen Replacements Project
  Surface Water Treatment Plant Project
  Tennis Courts Covered/Uncovered Project
  South Park Drainage Project

* Consider matters related to employment, evaluation and duties of a public officer or employee in accordance with Section 551.074 of the Government Code, to wit:

  Craig Lively – Chief Magistrate

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.

WORK SESSION

* Review and discuss the adoption of the 2015 International Codes and the 2014 National Electrical Code

BEAUMONT
TEXAS

Work Session

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CSB Chris Boone, Planning & Community Development Director
MEETING DATE:	November 1, 2016
REQUESTED ACTION:	Council conduct a Work Session to discuss the adoption of the 2015 International Codes and the 2014 National Electrical Code.

BACKGROUND
Every three years, the International Code Council (ICC) issues updated codes for construction and maintenance standards. By adopting ICC codes, this assures our citizens and businesses that their homes, businesses and other investments will meet the expected standards for workmanship, durability and safety that many take for granted. In addition, every five years, the Insurance Service Office (ISO) audits and grades the city for adequate permitting and review procedures, staff training and certifications and adoption of updated codes. This ISO rating can affect insurance rates paid by citizens for coverage of their property. The city currently holds a good rating, but needs to adopt updated ICC codes in order to maintain or improve our rating.

In preparation of submitting the updated codes for adoption, staff has met with local contractors, architects and engineers in order to provide information and answer questions. In addition, staff worked to conduct a two-day training session on the new 2015 Energy Code. This new code, mandated by the State of Texas, presents the most significant changes to existing design and construction standards. Given the complexities of the new code, the training helped to familiarize local contractors and designers with the new, mandated standards.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Conduct the Work Session.