



Mike Pomykal, Position 1  
Mickey Bertrand, Position 2  
Arnold Peters, Position 3

Joey McWilliams  
Mayor

Jabo Leonard, Mayor Pro Tem  
Don Price, Position 5  
Tim Duree, Position 4

Brian Winningham, City Manager

Allison Dunning, City Secretary  
J. Grady Randle, City Attorney

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- A. CALL TO ORDER AND ANNOUNCEMENT OF QUORUM.
  - B. INVOCATION.
  - C. PLEDGE TO FLAGS.
  - D. PUBLIC STATEMENTS AND COMMENTS.
  - E. PUBLIC HEARINGS.
    - E.1 Public Hearing: Proposed Well No. 3 for Mont Belvieu Caverns, LLC., Permit No. 24-8648.  
[FINAL 2024\\_12-23\\_Mont Belvieu Caverns - Well 3 \\_ City Permit Application \(004\).pdf](#)  
[MBC Central Well 3 Notice Letters.pdf EXECUTED.pdf](#)  
[24-8648-enterprise mbv base map dec2024-layout1c.pdf](#)
    - E.2 Public Hearing: Chapter 380 Economic Development Incentive Agreement - Direct City Sales Tax Reimbursement, Targa Train 10.  
[380 Direct Sales Tax Agrmt Mont Belvieu - Targa Train 10\\_Final\\_Jan 6 2025.pdf](#)
  - F. CITY MANAGER'S RECOGNITIONS.
  - G. RICELAND UPDATE.
  - H. ITEMS FOR INDIVIDUAL CONSIDERATION/DISCUSSION.
    - H.1 Discussion of and possible action on adopting Ordinance No. 2025-004, an ordinance appointing new City Prosecutor.  
[Ordinance Appointing Municipal Prosecutor Mont Belvieu JGR FINAL \(24927-3955-5597\) \(14926-2001-8957\).pdf](#)
    - H.2 Discussion of and possible action on approving proposed industrial pipeline, Enterprise Products, LLC - 8" Ethane pipeline, Application No.24-8520.  
[EXECUTED McWilliams City of Mont Belvieu Pipeline Permit Application 24-8520\\_Pg1.pdf](#)  
[24-8520-0\\_15438-city permit set \(003\).pdf](#)
    - H.3 Discussion of and possible action on adopting Ordinance No. 2025-002, an

ordinance authorizing the Mayor to execute a Chapter 380 Agreement with Targa Train 10 LLC., approving and establishing an Economic Development Program (Direct Sales Tax Reimbursement) for the purpose of encouraging the development of primary employment and attracting major economic investments to the City; providing for a severability clause; and establishing an effective date.

[Ordinance No 2025-002\\_Targa 10 CH 380\\_Direct Tax Packet\\_9 JAN 25.pdf](#)

- H.4 Discussion of and possible action on approval of the Site Plan and Architectural Review of Gas Station No. One (1) in relation to an approved Development Agreement.

[Development\\_Agreement\\_\\_Gas\\_Stations.pdf](#)

[Station 1 Site plan & Landscaping.pdf](#)

[Station 1 elevations.pdf](#)

[Vicinity map.pdf](#)

- H.5 Discussion of and possible action on approval of the Site Plan and Architectural Review and a Special Use Permit for Gas Station No. Two (2) in relation to an approved Development Agreement.

[Exhibit C - Station 2 Elevations.pdf](#)

[Exhibit D - Development Agreement.pdf](#)

[Exhibit A - Vicinity Map with Legal Description of 1.22 acres.pdf](#)

[Exhibit B - Station 2 Proposed Site Plan and Landscaping.pdf](#)

[Ordinance No. 2025-001.docx](#)

- H.6 Discussion of and possible action on changes to park rental special event permits.

[Mont Belvieu Special Event Application 2025\\_fillable.pdf](#)

- H.7 Discussion of and possible action on approving Fire Department funding agreement with Chambers County.

[Chambers\\_County\\_-\\_Fire\\_Funding\\_Agreement\\_1-1-25 011025 redline \(4899-0819-4062.1\).pdf](#)

- H.8 Discussion of and possible action on approving EMS Department funding agreement with Chambers County.

[Chambers\\_County\\_-\\_EMS\\_Funding\\_Agreement\\_1-1-25 011025 redline \(4897-5621-6078.1\).pdf](#)

- H.9 Discussion on Ditch Maintenance and Regrading

## I. CONSENT AGENDA.

- I.1 Minutes

[Minutes 11.25.2024 CIP Workshop.pdf](#)

[Minutes 11.25.2024.pdf](#)

[Minutes 12.09.2024.pdf](#)

- I.2 Cost Sharing Agreement with Riceland for Multi-Use Cart Path

[Riceland Cart Path Cost Sharing Agreement.pdf](#)

- I.3 November 2024 Finance Packet

- I.4 Fire Department-Medic Unit Equipment  
[Memo to Council for Ancillary Equipment for the 2024 Ambulance 1-7-25.docx](#)  
[MES Quote QT1883452 \(Airkaks for 2024 Ambulance\) 12-6-24.pdf](#)  
[Consolidated Traffic Controls Quote \(Opticom Radio System for 2024 Ambulance\) 12-9-24.pdf](#)

**J. EXECUTIVE SESSION.**

- J.1 Executive Session pursuant to Section 551.071 of the Government Code to consult with city attorney regarding pending or contemplated litigation.
- J.2 Executive Session pursuant to Section 551.072 of the Government Code to consult with city attorney regarding deliberation of the purchase, exchange, lease, or value of real property.
- J.3 Executive Session pursuant to Section 551.087 of the Government Code to discuss or deliberate regarding economic development.

**K. DISCUSSION OF AND POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION.**

**L. ITEMS FOR FUTURE AGENDAS.**

**M. MAYOR/COUNCIL COMMENTS.**

**N. ADJOURNMENT.**

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Allison Dunning, City Secretary

Posted this 10th day of January, 2025 at 12:00 P.M.

*City of Mont Belvieu Council Chambers is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-576-2213 for further information.*



CITY OF MONT BELVIEU

Administration

City Council
AGENDA REPORT

To: Prepared By: Allison Dunning
Meeting Date: January 13, 2025 Prepared for: Administration
Agenda Item Number: E.1 Department: Administration
Subject: Public Hearing: Proposed Well No. 3 for Mont Belvieu Caverns, LLC., Permit No. 24-8648. Meeting Body: City Council

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1033 DATE INTRODUCED:
FISCAL IMPACT AMOUNT: FUND:
FISCAL IMPACT: FUNDS ALLOCATED IN BUDGET:

FINAL 2024\_12-23\_Mont Belvieu Caverns - Well 3 \_ City Permit Application (004).pdf
MBC Central Well 3 Notice Letters.pdf EXECUTED.pdf



**To: Allison Dunning, City Secretary  
City of Mont Belvieu, Texas**

**From: Mont Belvieu Caverns, LLC**

**Re: Request For City of Mont Belvieu Permit For  
Mont Belvieu Caverns, LLC, Central Storage Terminal, Well No. 3**

**Date: December 23, 2024**

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Please consider this as the Request of Mont Belvieu Caverns, LLC for the above-referenced Permit.

Please schedule this Request for Council Meetings on January 13, 2025, and on January 27, 2025.

The following information is submitted in support of this Request.

If you have any questions, or if need any additional information, please contact Andrew Lloyd at 210-305-9689.

**Name of Applicant (Permittee)** Mont Belvieu Caverns, LLC  
(Name to Appear on Permit)

**Mailing Address of Applicant:** Mont Belvieu Caverns, LLC  
Attn: Zachary L. Craft, Legal Department  
PO Box 4324  
Houston, TX 77210-4324

**Telephone Number (Area Code)** (713) 381-6500

Designate If: Corporation  Agent

General Partnership  Limited Partnership

Other: Limited Liability Company

If applicant is a corporation, state the name and address of registered agent for service of process. If applicant is a general partnership, provide the names, addresses, and telephone numbers of partners (a separate schedule may be attached). If applicant is a limited partnership, provide the name and address of the general partner.

**AGENT’S NAME AND ADDRESS:**

CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201  
Telephone Number (Area Code) (214) 979-9450

**Description of Activity for Which Permit is Sought:** The following information and attachments provide the requested descriptions of the activities, processes, and equipment involved in connection with the proposed well and underground storage cavern.

**PROPOSED WELL:** Well No. 3, Central Storage Terminal, Mont Belvieu Caverns, LLC

**COMMODITY:** The well and cavern are permitted by the RRC for storage of Butane-Commercial, Butane-Normal, Butane/Butylenes Mix, Butane/Gasoline Mix, Condensate, Diesel, ETBE, Ethane/Propane Mix, Ethanol, Ethylene, Iso Octane, Iso Octene, Isobutane, Isobutylene, Methanol, Motor Gasoline, MTBE, Naphtha, Natural Gasoline, Propane and Propylene.

**LINE SIZE:** 16"

**PROPOSED DIAMETER OF WELL:** Maximum anticipated cavern span is 250 feet. Also see the diameters shown on Attachment 2, Casing Schematic.

**PROPOSED DEPTH OF WELL (BOTTOM HOLE):** approximately 7,500 feet


**ANTICIPATED DAILY USAGE IN GALLONS:** From RRC Form H-4, max Injection rate 14,700,000 gallons per day

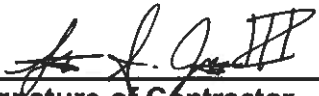
**PROPOSED CASING PROGRAM:** See Casing Schematic - Attachment 2

**PROPOSED COMMENCEMENT DATE OF PROJECT:** February 15, 2025

**PROPOSED COMPLETION DATE OF PROJECT:** Drilling is expected to be completed by approximately August 1, 2025. The well and cavern are expected to be placed into hydrocarbon storage service approximately five to ten years following completion of the well. These dates are approximate and subject to change based on the business needs of Mont Belvieu Caverns, LLC.

**Name and Telephone Number of an Authorized Representative Available to Handle Citizen Inquiries and to Furnish Information in the Event of an Emergency:**  
Adam Roberts (832) 501-4046

  
**Signature of Applicant**  
Sr. Manager UGS Tech  
**Title**  
12/17/24  
**Date**

  
**Signature of Contractor**  
Drilling Manager  
**Title**  
12/17/24  
**Date**

**City Secretary's Office**

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Date Received: \_\_\_\_\_

Copy to Oil/Gas Official and date provided: \_\_\_\_\_

Applicant Fee received: Yes  No  Check No. \_\_\_\_\_

**DATA TO BE INCLUDED ON PERMIT:**

Permit to be issued to: Mont Belvieu Caverns, LLC  
(Company)

Contact at Company: Zachary L. Craft- Legal Department

Contact Telephone Number: (713) 381 – 6500

OWNER: Mont Belvieu Caverns, LLC

Owner Telephone Number: (713) 381 – 6500

## Supporting Information

Mont Belvieu Caverns, LLC (“MBC”) requests a permit to construct and operate underground hydrocarbon storage Well No. 3 at MBC’s Central Storage Terminal Lease. This proposed well and underground hydrocarbon storage cavern will be installed and operated under permits issued by the Railroad Commission of Texas and in compliance with the Railroad Commission’s rules. The proposed well and underground storage cavern will provide needed additional underground hydrocarbon storage capacity as part of continuous, around-the-clock operations at MBC’s Mont Belvieu Terminal facilities. MBC does not anticipate that the well and underground storage cavern would result in any adverse impact on the public safety or good order of the City.

- 1. Railroad Commission Rules:** The proposed well and storage cavern will be drilled and operated under the rules, permits, and requirements of the Railroad Commission of Texas, including the Special Field Rules of the Railroad Commission of Texas for the Barbers Hill Field adopted by Final Order in Oil and Gas Docket No. 03-01223292 and dated March 6, 2001, and Statewide Rule 95 of the Railroad Commission of Texas specifically relating to underground hydrocarbon storage.
- 2. Railroad Commission Permit:** The Railroad Commission of Texas issued the Permit to Create, Operate, and Maintain an Underground Hydrocarbon Storage Facility dated May 16, 2023, authorizing the proposed well and underground storage cavern. Attachment 1 contains a copy of that permit.
- 3. Railroad Commission Well Designation and Numbers:** Mont Belvieu Caverns, LLC, Central Storage Terminal Lease (27552), Well No. 3, Barbers Hill Field, Chambers County, Texas, District 03, UIC Number 114330.
- 4. Commodity:** The proposed well and storage cavern are permitted for storage of all types of liquid hydrocarbons, including Butane-Commercial, Butane-Normal, Butane/Butylenes Mix, Butane/Gasoline Mix, Condensate, Diesel, ETBE, Ethane/Propane Mix, Ethanol, Ethylene, Iso Octane, Iso Octene, Isobutane, Isobutylene, Methanol, Motor Gasoline, MTBE, Naphtha, Natural Gasoline, Propane and Propylene.
- 5. Line Size:** The proposed well will be connected with 16-inch product piping and 12-inch brine piping.
- 6. Proposed Diameter of Well:** Attachment 2 includes well and cavern schematics that describe the proposed diameter of the well.
- 7. Proposed Depth of Well (Bottom Hole):** The proposed bottom hole will be at a depth of approximately 7,500 +/- feet.
- 8. Anticipated Daily Usage in Gallons:** The Railroad Commission permit for the proposed well and storage cavern specifies a maximum capacity of 16.0 mmbbls. The permitted maximum daily injection rate is 350,000 bbls or 14,700,000 gallons.

**9. Proposed Casing Program:** Attachment 2 includes well and cavern schematics that describe the proposed casing program.

**10. Legal Description of the Property, including applicable tax appraisal district parcel and tract number:**

Legal Description:

21.505 acres out of Henry Griffith Survey, Abstract 12  
Chambers County, Texas

Tax Appraisal District Parcel and Tract Number: 16237

Tract No.: NA

Account No. 00012-05400-00100-090001

**11. Name, address, and telephone numbers of property owners:**

MONT BELVIEU CAVERNS, LLC  
PO BOX 4324  
HOUSTON, TEXAS 77210-4324  
(713) 381- 6500

**12. Names and addresses of owners of any leasehold interests:** There are no leasehold interest owners in the property.

**13. Plans, specifications, and construction materials to be used and Location and description of equipment to be used:** Attachment 2 includes schematic drawings that describe the wellhead, casing, and storage cavern. The well will be drilled and completed using surface equipment and materials at the site that will include drilling and completion rigs with associated vehicles, rigging, motors, pumps, piping, tanks, and drilling fluids, casing, tubing, and associated materials. The storage cavern will be created using surface equipment and materials at the site that will include water, brine, and associated piping, valves, pumps, tanks, and ponds. When the well is completed for storage operations, it will be operated as part of MBC's Central Storage Terminal, with surface piping, valves, instrumentation, control, and safety equipment at the site and facility in compliance with the requirements of the Railroad Commission of Texas.

**14. Drilling Contractor Names and Addresses:**

WSP USA Energy Storage Services, Inc.  
9655 Katy Freeway  
Suite 200  
Houston, TX 77024

**15 Public Notice:** On the date of filing this application, Applicant has posted signs in compliance with the City's ordinances at the following locations: the location of the proposed well and storage cavern, at the proposed access routes for the well and proposed storage cavern, and immediately adjacent to each entrance to the actual site of the proposed well and storage cavern.

**16. Owners of Real Property within 400' of the wellhead of the proposed Well No. 3:**

Mont Belvieu Caverns, LLC  
Targa Downstream LLC  
Energy Transfer Mont Belvieu LP  
Equistar Chemicals LP

**17. Residential dwellings or commercial structures within 1000' of the wellhead of proposed Well No. 3:**

Tract 13  
Parcel 18808  
Michael L Fregia  
205 Mohawk, Wallisville, TX 77597

Tract 24  
Parcel ID No. 9986  
Walton Betty M  
12810 W River Run DR , Baytown, TX 77523

Tract 25  
Parcel ID No. 9985  
Ybarra Victor P & Bonnie K  
3819 River Run Dr, Baytown, TX 77523

Tract 27  
Parcel ID No. 2786-2789  
Original Lercy's LLC.  
2122 HWY 124, Winnie, TX 77665

**18. Adjoining property within 400' of the wellhead of proposed Well No. 3:**

None

**19. Public streets, roadways, or alleys within 200' of the wellhead of proposed Well No. 3:**

None

**20. Consents requested from:**

Tract 2

Parcel ID No. 510, 514  
Equistar Chemicals LP

Tract 7

Parcel ID No. 9674, 11596, 18816  
Chambers County Land CO TR,  
EPROD, TARGA, Equistar, Energy Transfer

Tract 13

Parcel 18808  
Michael L Fregia  
205 Mohawk, Wallisville, TX 77597

Tract 24

Parcel ID No. 9986  
Walton Betty M  
12810 W River Run DR , Baytown, TX 77523

Tract 25

Parcel ID No. 9985  
Ybarra Victor P & Bonnie K  
3819 River Run Dr, Baytown, TX 77523

Tract 27

Parcel ID No. 2786-2789  
Original Lercy's LLC.  
2122 HWY 124, Winnie, TX 77665

# **Attachment 1**

## **Railroad Commission of Texas Permit**



# RAILROAD COMMISSION OF TEXAS

## OIL AND GAS DIVISION

### PERMIT TO CREATE, OPERATE AND MAINTAIN AN UNDERGROUND HYDROCARBON STORAGE FACILITY

**ISSUED TO:**

**MONT BELVIEU CAVERNS, LLC  
ATTN: CHRISTOPHER S WADE  
PO BOX 4324  
HOUSTON TX 77210-4324**

Based on the information contained in the application (Form H-4 dated February 17, 2023), and in accordance with the provisions of 16 TAC §3.95 and pursuant to the original authority granted by Final Order No. 03-0299226 dated September 26, 2016, MONT BELVIEU CAVERNS, LLC is hereby authorized to create, operate, and maintain an underground hydrocarbon storage facility designated as follows:

**MONT BELVIEU CAVERNS, LLC (576980)  
CENTRAL STORAGE TERMINAL (27552)  
BARBERS HILL (05651001) FIELD  
STORAGE FACILITY CONTROL NO. 762  
CHAMBERS COUNTY, TEXAS  
DISTRICT 03**

Authority is granted to store liquid or liquified hydrocarbons in solution-mined caverns within the BARBERS HILL SALT DOME through the wells identified herein and in accordance with the applicable provisions of the Texas Natural Resources Code, Texas Water Code, and the Railroad Commission of Texas Statewide Rules and subject to the following conditions:

1. The maximum permitted cavern capacities (total cavern size as measured by the most recent complete sonar caliper survey, not hydrocarbon storage volume), Underground Injection Control (UIC) Numbers, and wellhead locations, shall be as specified in the following Tables 1 and 2:

Table 1. Cavern Wellhead Locations.

Well No.	API No.	UIC No.	Lease No.	Coordinates (NAD83)	Maximum Surface Injection Pressure for Liquid (PSIG)*	Maximum Liquid Daily Injection Volume (BBL/day)
2	07100000	000114329	27552	29.85368106, -94.8949923	1615	350000
3	07100000	000114330	27552	29.85212511, -94.8950523	1615	350000
4	07100000	000125863	27552	29.85276707, -94.8938072	1615	350000

Table 2. Cavern Capacities.

Well No.	API No.	UIC No.	Cavern No.	Permitted Cavern Capacity (Million BBL)	Top of Cavity (feet)	Bottom of Cavity (feet)
2	07100000	000114329	2	16.0	2600	7500
3	07100000	000114330	3	16.0	2600	7500
4	07100000	000125863	4	16.0	2600	7500

- a. Operating pressure. The operating pressure of each hydrocarbon storage well shall not exceed the permitted maximum allowable operating pressure for that well.
- b. \*For liquid storage wells, the maximum operating pressure at the shoe of the lowermost cemented casing shall not exceed 0.8 pounds per square inch per foot of depth.

Table 3. Other Special Conditions.

Well No.	API No.	Special Conditions
2	07100000	<b>1. The time limitation provided by Permit Condition 8 has been increased from two (2) years to 10 (TEN) years. This time limitation may also be considered for further amendment upon presentation of appropriate supporting evidence.</b>
3	07100000	<b>1. The time limitation provided by Permit Condition 8 has been increased from two (2) years to 10 (TEN) years. This time limitation may also be considered for further amendment upon presentation of appropriate supporting evidence.</b>
4	07100000	<b>1. The time limitation provided by Permit Condition 8 has been increased from two (2) years to 10 (TEN) years. This time limitation may also be considered for further amendment upon presentation of appropriate supporting evidence.</b>

2. The maximum volume of liquid hydrocarbons stored in a cavern shall not displace the product-brine interface to within five feet of the known end of the brine tubing. However, should an operational need arise, the operator may displace the product-brine interface to within five feet of the known end of the brine string provided the operator notifies the District Office and Oil and Gas Division Director or Director's delegate prior to commencing such an operation and provides a description of the special precautions to be taken to ensure the operation is conducted safely.
3. Each well/cavern in active hydrocarbon storage service shall be tested for mechanical integrity at least once every five years, and after each workover that involves physical changes to the cemented casing string, in accordance with the applicable provisions of the Statewide Rules and subject to the following special conditions:
  - a. All mechanical integrity tests (MIT) shall be conducted by the nitrogen/brine interface observation method and run according to approved procedures without significant modification unless prior approval of the proposed modification is obtained from the Oil and Gas Division Director or Director's delegate. Significant modifications, such as executing a hydrocarbon/brine interface test rather than a nitrogen/brine interface test, are not permitted without prior approval. However, minor modifications including, but not limited to, the test duration, wellhead pressures, interface elevation, development of a secondary product interface due to the accumulation of residual product from storage operations or other changes or occurrences necessary to conduct the typical type of test originally proposed are acceptable without prior approval.
4. The operator shall notify the District Office and Oil and Gas Division Director or Director's delegate prior to conducting repairs and/or workovers involving physical alterations to the cemented casing strings or wellhead assembly. Routine inspection and maintenance do not constitute a physical alteration.

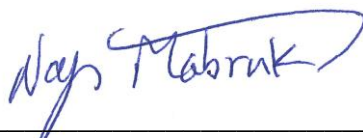
- a. The operator of a well shall file with the Commission an amended Form W-2 within 30 days of any physical alterations made to the well.
5. The operator shall create and maintain records of the daily activity associated with the drilling, mining, completion, inspection, testing and/or workover of each solution-mined cavern(s) and/or well(s) entering such cavern. Such records shall include a complete and accurate description of all information related to the drilling, completion, inspection, testing and workover of any part of the well. The well includes but is not limited to the wellhead, casing, casing liners, cement, tubing, and cavern. These records shall include all information necessary to describe the historical and current condition of all parts of the well. Operators shall maintain the records for the life of the well. The Commission may inspect and/or direct the operator to submit copies of such records and the operator shall produce the records as soon as practicable upon request from Commission staff.
  6. A subsidence-monitoring program approved by the Oil and Gas Division Director or Director's delegate shall be implemented that includes annual ground surface subsidence surveys. Following each survey, a report shall be filed with the Oil and Gas Division Director or Director's delegate that describes the results of each survey. The report shall identify those areas, if any, where there have been significant changes in the subsidence rates indicated by previous surveys and the report shall explain the reasons for the change and specify the maximum time interval before the next subsidence survey.
    - a. If Commission staff determines that there has been a significant change in the subsidence rate or other anomalous condition(s) that may represent an increased potential risk of harm to the storage wells, caverns or environmental health and safety from ground movement whether indicated by the subsidence monitoring report or from any other means, then Commission staff may direct the operator to perform additional tests and submit additional information related to the anomalous subsidence or ground movement. Commission staff will seek the operator's agreement on the type of tests or information necessary to adequately assess the risks involved with the anomalous ground movement but may require the operator to commence such tests and/or submit additional information within a specified time frame.
  7. The permit authorizes the operator to return to the caverns those minerals found to be naturally occurring within the salt which are deposited in permitted surface brine storage pit(s) and which are produced during the raw brine treatment process as well as the resident brine contained within the cavern developed through solution mining operations. This permit does not authorize the storage or disposal of any other waste substance within the cavern. This permit does not authorize the storage or disposal of any substance or material in any pit including any wholly or partially buried tank.
  8. Any well authorized under this permit will be classified as a brine mining injection well, as that term is defined by Statewide Rule 81(a)(3), and must be permitted under Statewide Rule 81, if:
    - a. The well is being used to inject fluid for the purpose of extracting brine by solution of a subsurface salt formation, even if the resulting brine is utilized for the purpose of

withdrawing or injecting hydrocarbons or gas from the underground storage facility authorized under the same permit; and

- b. The well has not commenced injection of gas or liquid/liquefied hydrocarbon into an existing cavern within two (2) years of the date when injection of fluid first commenced.
9. The operator must submit a Form W-2 for any well being used to inject fluid for the purpose of extracting brine by solution of a subsurface salt formation as described in Item 8.a. The Form W-2 must be filed in accordance with the following conditions:
- a. The Form W-2 must state a well type of "Active UIC."
  - b. Form W-2 must include remarks indicating the first date of injection for the purpose of extracting brine by solution of a subsurface salt formation.
  - c. The Form W-2 shall be submitted to the Commission in accordance with the following schedule:
    - i. If the initial Form W-2 has already been filed, the subject Form W-2 is due within 30 days of commencing injection of fluid for the purpose of extracting brine by solution of a subsurface salt formation.
    - ii. If the initial Form W-2 has not been filed, the subject Form W-2 is due within 90 days after completion of the well.
10. Brine mining injection wells are ineligible for alternative monitoring status under Statewide Rule 95(o)(5), Statewide Rule 95(p)(2), Statewide Rule 97(o)(2), and/or Statewide Rule 97(p)(2).
11. An out-of-service or permanently deactivated hydrocarbon storage well will be considered "inactive," and subject to the Commission's inactive well requirements, including, but not limited to, Statewide Rule 14(b)(2), if the well meets the definition of an inactive well found in Statewide Rule 15(a)(6) and Texas Natural Resources Code § 89.002(a)(12).

Provided further, that should it be determined that injected fluids are not confined to the cavity and well, then the permission given herein shall be suspended until the nature of the leak is determined and remedied.

APPROVED AND ISSUED ON May 16, 2023.

  
For \_\_\_\_\_  
Sean Avitt, Manager  
Injection-Storage Permits Unit

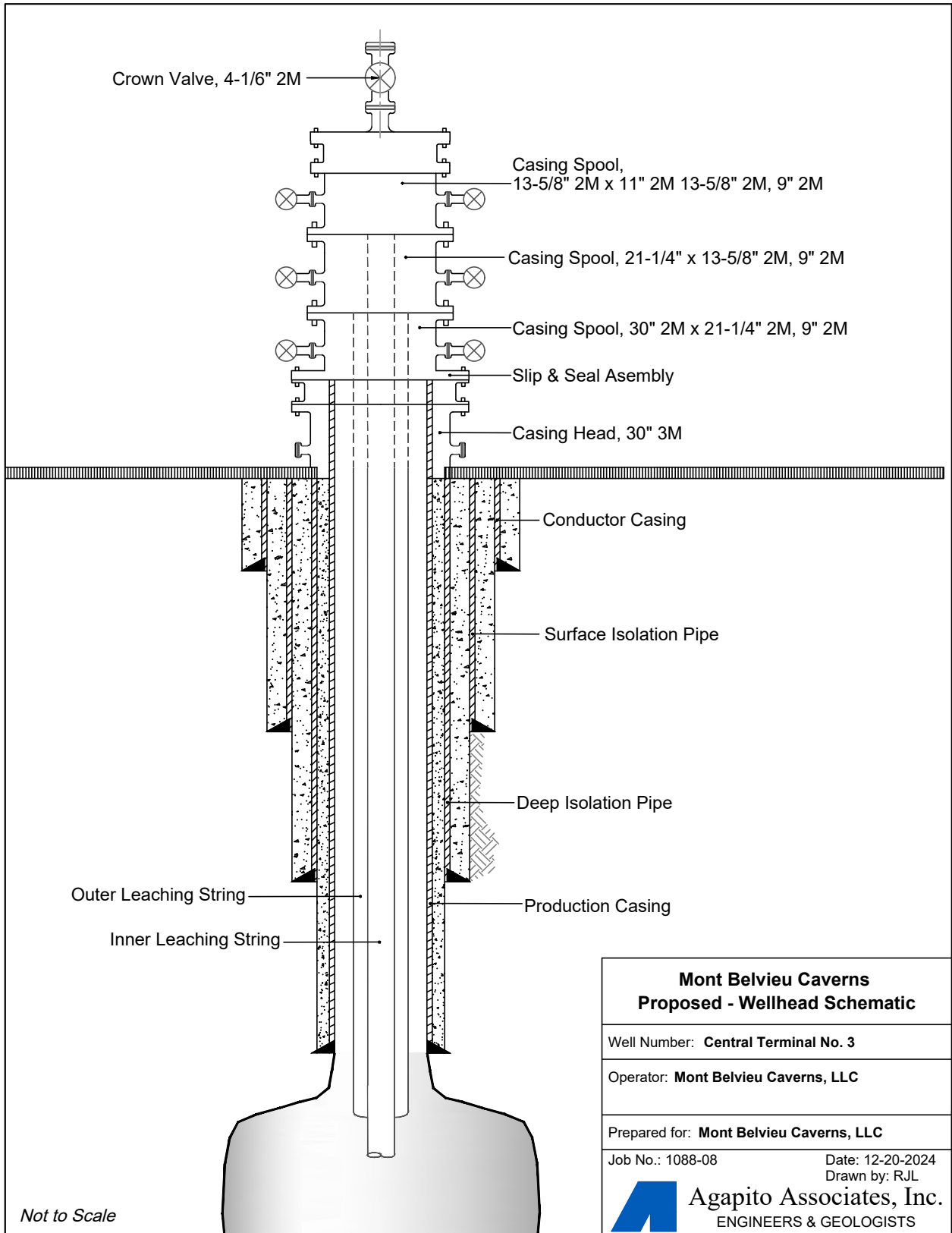
Amendment Comments:

Well No.	API No.	Amendment Comments
2	07100000	1. Amends permit dated 2021/09/23. 2. Amends well location from previous coordinates (29.853639, -94.891533) (NAD83) to current coordinates (29.85368106, -94.8949923) (NAD83).
3	07100000	1. Amends permit dated 2021/09/23. 2. Amends well location from previous coordinates (29.852306, -94.894897) (NAD83) to current coordinates (29.85212511, -94.8950523) (NAD83).
4	07100000	N/A


**May 16, 2023: RRC in-house amendment to permit dated April 28, 2023. Removes Special Conditions Nos. 3(b) and 3(c).**

# **Attachment 2**

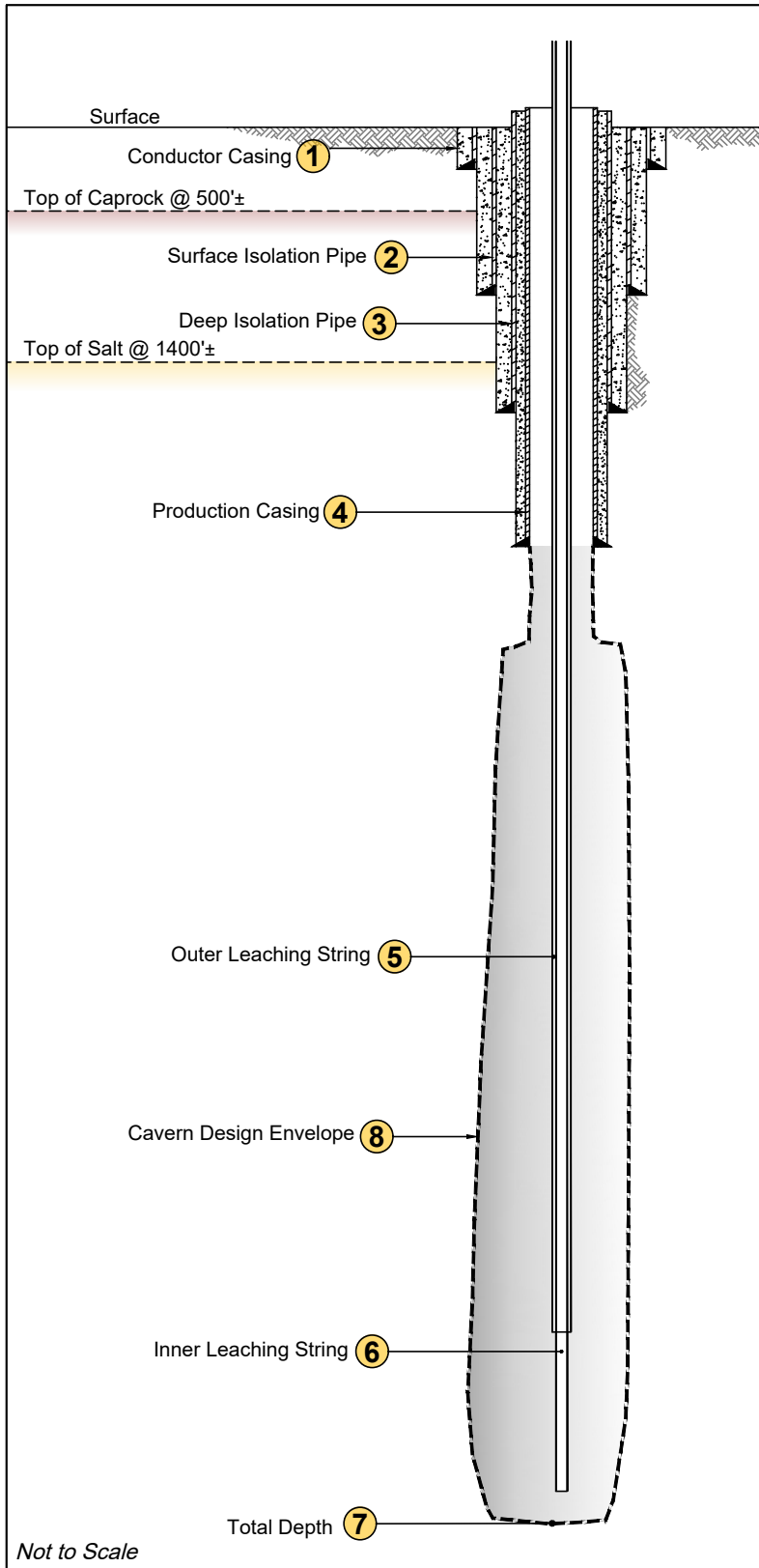
## **Well & Cavern Schematics**



Not to Scale

<b>Mont Belvieu Caverns Proposed - Wellhead Schematic</b>	
Well Number: <b>Central Terminal No. 3</b>	
Operator: <b>Mont Belvieu Caverns, LLC</b>	
Prepared for: <b>Mont Belvieu Caverns, LLC</b>	
Job No.: 1088-08	Date: 12-20-2024 Drawn by: RJL
 <b>Agapito Associates, Inc.</b> ENGINEERS & GEOLOGISTS	

1088-08 [Enterprise MBV Cavern Profile with Casing Specs Dec2024.dwg Layout: Wellhead]



**Specifications:**

- 1 Conductor Casing — 48"**
  - Driven to 250'±
  - 501 lb/ft, Grade X-52
- 2 Surface Isolation Pipe — 36"**
  - Set @ 1000'±
  - 282.6 lb/ft, Grade X-52
  - Cemented to Surface
- 3 Deep Isolation Pipe — 30"**
  - Set @ 1700'±
  - 234/196/157 lb/ft, Grade X-52
  - Cemented to Surface
- 4 Production Casing — 24"**
  - Set @ 2500'±
  - 245.9 lb/ft, Grade X-52
  - Cemented to Surface
- 5 Outer Leaching String — 16"**
  - Set @ 6500'±
  - 109 lb/ft, Grade K-55
- 6 Inner Leaching String — 10-3/4"**
  - Set @ 7450'±
  - 40.5 lbs/ft, Grade J-55
- 7 Total Depth —**
  - Cavern TD — 7500'±
- 8 Cavern Design Envelope —**
  - Permitted Volume: 16 MMB

**Mont Belvieu Caverns  
Proposed - Casing Schematic**

Well Number: **Central Terminal No. 3**

Operator: **Mont Belvieu Caverns, LLC**

Prepared for: **Mont Belvieu Caverns, LLC**

Job No.: 1088-08

Date: 12-23-2024

Drawn by: RJL



**Agapito Associates, Inc.**  
ENGINEERS & GEOLOGISTS

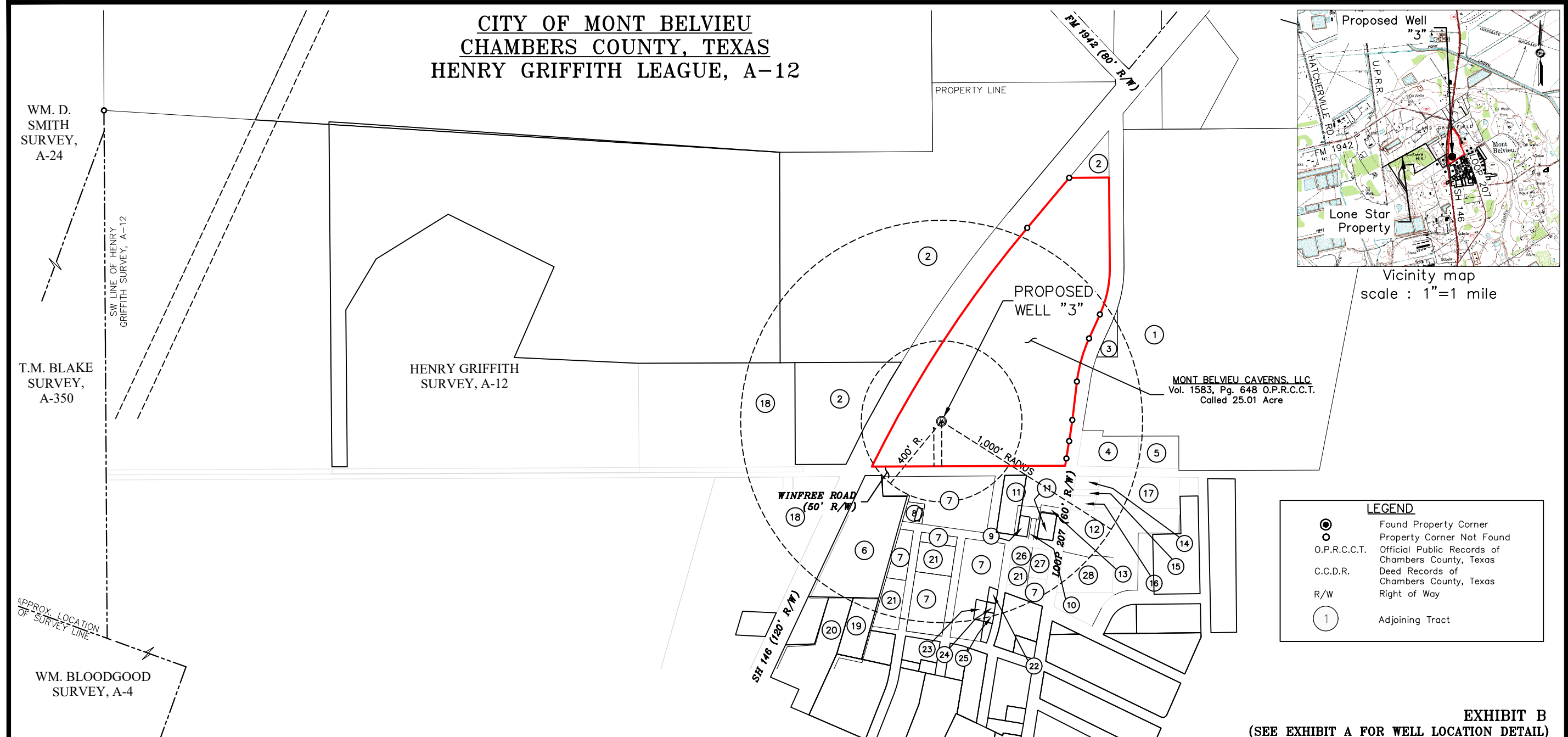
*Not to Scale*

1088-06 [Enterprise MBV Cavern Profile with Casing Specs Dec2024.dwg Layout: 1]

# **Attachment 3**

## **Site Map**

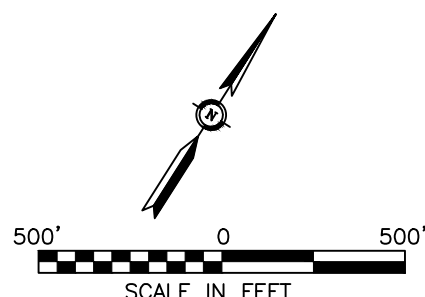
**CITY OF MONT BELVIEU  
CHAMBERS COUNTY, TEXAS  
HENRY GRIFFITH LEAGUE, A-12**



**LEGEND**

	Found Property Corner
	Property Corner Not Found
	O.P.R.C.C.T. Official Public Records of Chambers County, Texas
	C.C.D.R. Deed Records of Chambers County, Texas
	R/W Right of Way
	Adjoining Tract

**EXHIBIT B**  
(SEE EXHIBIT A FOR WELL LOCATION DETAIL)  
(SEE EXHIBIT C FOR LAND OWNERSHIP LIST)



\*ALL OWNERSHIP DATA PER CHAMBERS CO. PUUBLIC RECORDS\*

**MONT BELVIEU CAVERNS, LLC**

**WELL LOCATION SURVEY**  
PLAT OF A PROPOSED WELL "3"  
ON MONT BELVIEU CAVERNS, LLC PROPERTY  
SITUATED IN HENRY GRIFFITH LEAGUE, A-12  
CITY OF MONT BELVIEU, CHAMBERS COUNTY, TEXAS

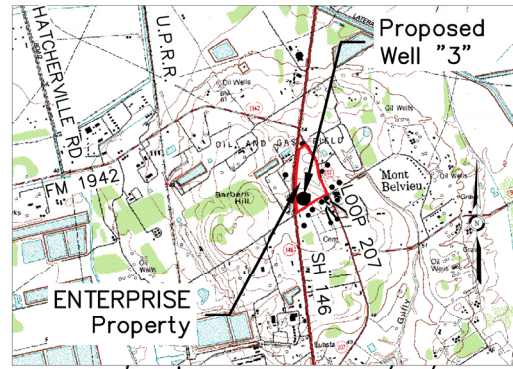
NO.	DATE	REVISION	BY	APP
A	11/7/2024	ISSUED TO CLIENT	JG	SJM

**mph**  
Morris P. Hebert, Inc.  
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS  
10101 SOUTHWEST FREEWAY • SUITE 620 • HOUSTON, TEXAS 77074 • (713) 219-1470  
HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX  
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10142100 (HOUSTON OFFICE)  
TEXAS ENGINEERING FIRM REGISTRATION NUMBER: F-9039 (HOUSTON OFFICE)

DRAWN BY: JG	SHEET: 2 OF 3
CHECKED BY: SJM	SCALE :AS SHOWN
APPROVED BY: -	DATE: 11/07/24
CAD FILE: 15295-WELL 3.DWG	

**CITY OF MONT BELVIEU  
CHAMBERS COUNTY, TEXAS  
HENRY GRIFFITH LEAGUE, A-12**

**LDH Energy Mont Belvieu L.P.**  
(now known as Lone Star NGL Mont Belvieu, L.P.)  
Vol. 693, Pg. 53 O.P.R.C.C.T.  
Vol. 961, Pg. 340 O.P.R.C.C.T.  
residue of a called 91.317 acre tract



**T.M. BLAKE SURVEY, A-350**  
S 32°45'53" E - 2,624.19'  
SW LINE OF HENRY GRIFFITH SURVEY, A-12

**Dayton-Goose Creek Railway Co.**  
(now known as Union Pacific Railroad Company)  
Vol. 8, Pg. 137 C.C.D.R.  
100' wide R/W easment

**S. Winfree Heirs, L.L.C., et al**  
Vol. 913, Pg. 362 O.P.R.C.C.T.  
Vol. 1013, Pg. 69 O.P.R.C.C.T.  
Vol. 1013, Pg. 81 O.P.R.C.C.T.  
45.659 acre tract  
31.197 acre tract

**HENRY GRIFFITH SURVEY, A-12**  
S 57°14'07" W - 4118.96' (FROM BOT. HOLE)  
S 57°14'07" W - 4158.09' (FROM WELL)  
(TO SW LINE OF HENRY GRIFFITH SURVEY)

**MONT BELVIEU CAVERNS, LLC**  
Vol. 1583, Pg. 648 O.P.R.C.C.T.  
Called 21.505 Acre

**Enterprise TE Products Pipeline Co.**  
Vol. 210, Pg. 195 C.C.D.R.  
called 1.033 acres

FND. 3/4" I.P.  
N=13,877,107.91'  
E=3,266,548.52'

S 43°01'11" W - 4,289.44'  
(TO THE COMMON CORNER OF HENRY GRIFFITH SURVEY & T.M. BLAKE SURVEY)

APPROX. LOCATION OF SURVEY LINE

**WM. BLOODGOOD SURVEY, A-4**

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	1419.66'	5880.27'	13°49'58"	N 0°40'54" E	1416.22'
C2	242.67'	538.84'	25°48'11"	S 20°36'05" E	240.62'
C3	223.31'	751.17'	17°02'00"	S 16°39'24" E	222.49'
C4	87.08'	3789.38'	1°19'00"	S 23°23'09" E	87.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 57°18'35" W	961.63'
L2	N 7°30'25" E	325.02'
L3	N 57°10'41" E	198.47'
L4	S 32°53'40" E	445.15'
L5	S 8°08'24" E	130.90'
L6	S 25°31'45" E	192.92'
L7	S 24°02'39" E	106.11'
L8	S 21°47'10" E	36.45'



**GENERAL NOTES :**

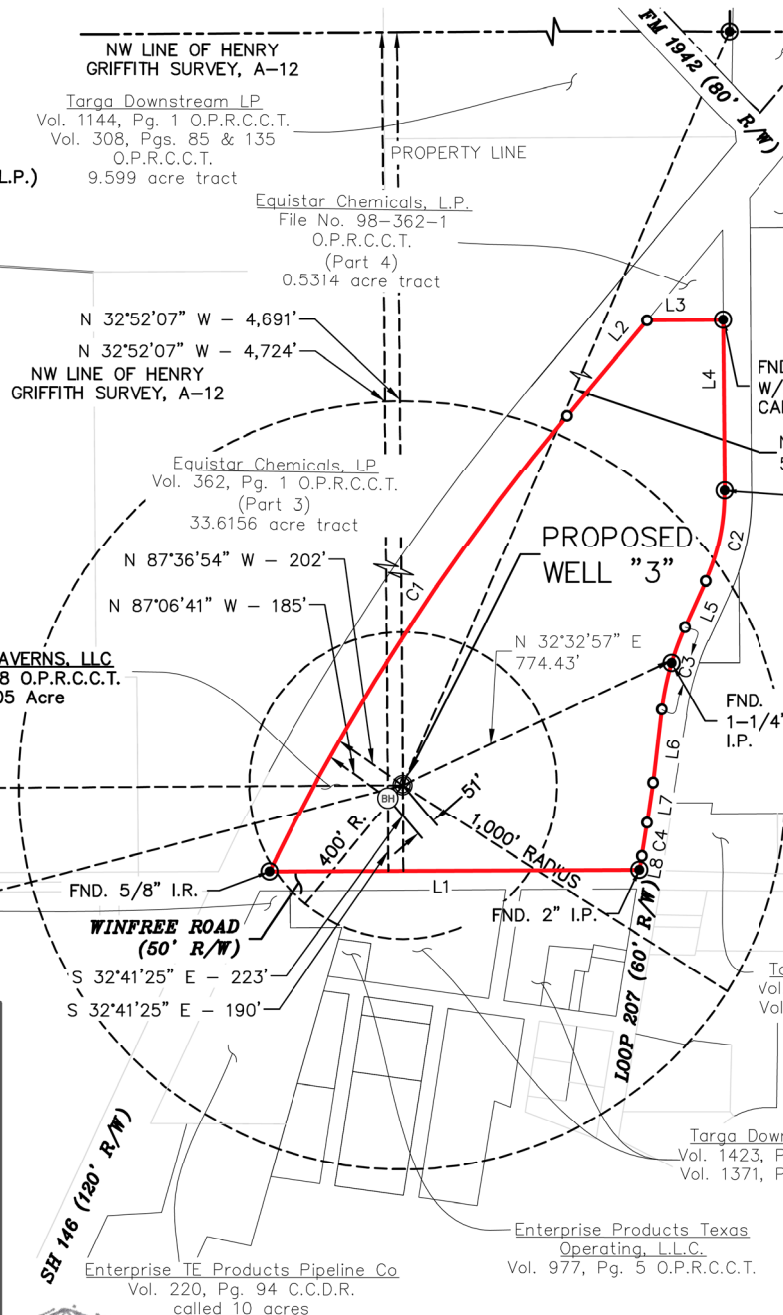
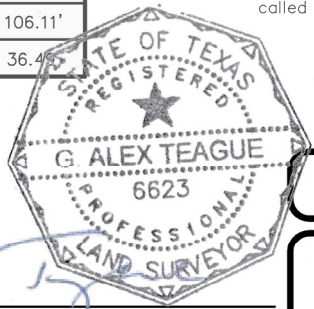
All bearings, distances and coordinates shown hereon are grid, referenced to the North American Datum 1983 - Texas South Central Zone 4204, unless otherwise stated herein. Distances are grid and may be converted to surface by dividing by a combined scale factor of 0.999905258 (CORPSCON).

Surveyor has not abstracted the subject property and this survey was prepared without the benefit of a current title commitment. There may be restrictions placed upon the subject tract including, but not limited to, easements, right-of-way, building lines or City of Mont Belvieu ordinances not shown or cited hereon. Deed references cited hereon do not necessarily represent the current owners. Abstracting provided by client.

APPROVED:

**G. ALEX TEAGUE**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6623

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.



**Targa Resources, Inc.**  
(formerly known as Midstream Combination Corp.)  
Vol. 308, Pg. 85 O.P.R.C.C.T.  
(TRACT 22)  
2.887 acre tract

N=13,884,997.82'  
E=3,267,580.97'  
FOUND 3/4" I.P.  
PI SURVEY LINE

**Enterprise Products**  
(formerly known as Enterprise Products Operating)  
Vol. 01-486, Pg. 6 O.P.R.C.C.T. \*\*  
5.176 acre tract

**Equistar Chemicals, L.P.**  
Vol. 98-362, Pg. 1 O.P.R.C.C.T.  
3.274 acre tract  
residue of 8.4531 acre tract (Part 5)

**Targa Resources, Inc.**  
(formerly known as Midstream Combination Corp.)  
Vol. 96-308, Pg. 85 O.P.R.C.C.T.  
(TRACT 23)

**Oneok Mont Belvieu Storage Company, L.L.C.**  
Vol. 06-909, Pg. 468  
O.P.R.C.C.T.  
55.30 acres (Parcel A)

**Oneok Mont Belvieu Storage Company, L.L.C.**  
Vol. 1481, Pg. 179 O.P.R.C.C.T.

- ⊙ Found Property Corner
- Property Corner Not Found
- O.P.R.C.C.T. Official Public Records of Chambers County, Texas
- C.C.D.R. Deed Records of Chambers County, Texas
- R/W Right of Way

PROPOSED WELL 3 LOCATION	
NAD 83 N: 13,880,244.00' E: 3,269,475.00'	NAD 83 LAT: N29°51'07.93" LONG: W94°53'42.16"
PROPOSED WELL 3 BOTTOM HOLE	
NAD 83 N: 13,880,195.00' E: 3,269,460.00'	NAD 83 LAT: N29°51'07.45" LONG: W94°53'42.35"

**EXHIBIT A**  
(SEE EXHIBIT B & C FOR ADJOINING PROPERTIES WITHIN 1,000 FT. RADIUS)

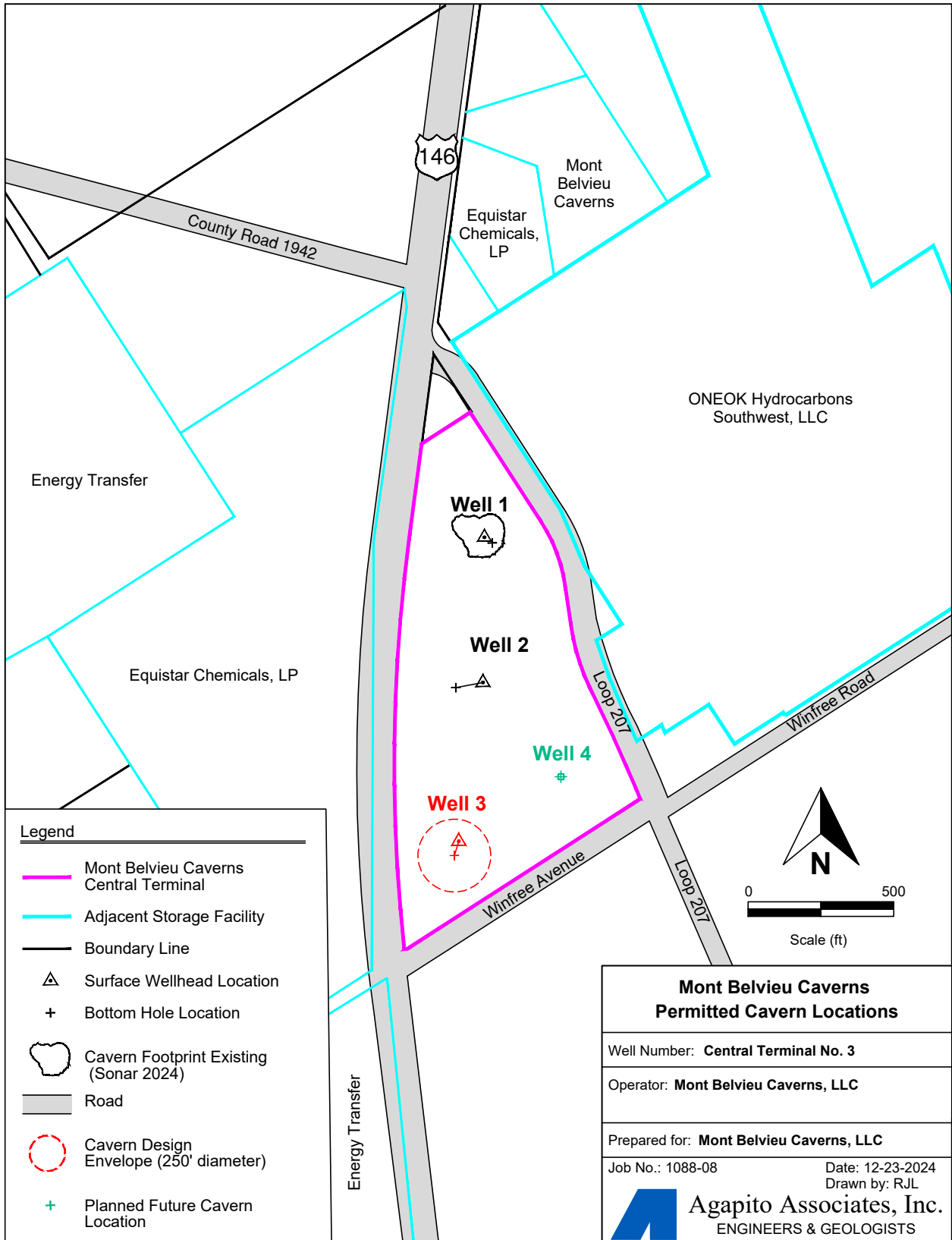
**MONT BELVIEU CAVERNS, LLC**

**WELL LOCATION SURVEY**  
PLAT OF A PROPOSED WELL "3"  
ON MONT BELVIEU CAVERNS, LLC PROPERTY  
SITUATED IN HENRY GRIFFITH LEAGUE, A-12  
CITY OF MONT BELVIEU, CHAMBERS COUNTY, TEXAS

NO.	DATE	REVISION	BY	APP
A	11/7/2024	ISSUED FOR REVIEW	JG	SJM



DRAWN BY: JG	SHEET: 1 OF 3
CHECKED BY: SJM	SCALE : AS SHOWN
APPROVED BY: -	DATE: 11/07/24
CAD FILE: 15295-WELL 3.DWG	



1088-08 Enterprise [Enterprise MBV Base Map Dec2024.dwg Layout: 1c]

# **Attachment 4**

## **Publication Notice for Hearing**

## INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Baytown Sun** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(832) 806-6300**.

Notice ID: XFIF02k5Hjn9LqefqU2Y | **Proof Updated: Dec. 19, 2024 at 11:38am CST**  
 Notice Name: A72937

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Blair Brooks	Baytown Sun
btbrooks@eprod.com	
(409) 782-4705	

---

<b>Columns Wide:</b> 3	<b>Ad Class:</b> Legals
<b>Total Column Inches:</b> 7.9	
<b>Number of Lines:</b> 20	

---

12/22/2024: Weekday General Legal (Chambers County)	302.29
Tearsheet Fee	2.00
Affidavit Fee	40.00
Admin Fee	10.92

---

Subtotal	\$355.21
Tax	\$0.00
Processing Fee	\$0.00
<b>Total</b>	<b>\$355.21</b>

LEGAL NOTICE

NOTICE OF PUBLIC HEARING ON  
APPLICATION OF MONT BELVIEU CAVERNS, LLC FOR  
PROPOSED CENTRAL STORAGE TERMINAL WELL NO. 3

The City Council of the City of Mont Belvieu, at its regularly scheduled meeting on January 13, 2025 at 6:00 P.M. at the Mont Belvieu City Hall, 11607 Eagle Dr., Mont Belvieu, Texas 77580, will conduct a public hearing on the Application of Mont Belvieu Caverns, LLC for a New Industrial Activity Permit for proposed Storage Cavern and Well No. 3 at Mont Belvieu Caverns, LLC's Central Storage Terminal located on the west side of Loop 207 between Highway 146 and Winfree Road, Mont Belvieu TX 77580, Mont Belvieu, Texas 77580. A detailed description of the activity and site map can be reviewed at the Mont Belvieu City Hall. Comments will be received by the City Secretary for delivery to the City Council from interested citizens through January 13, 2025. If you have any questions, please contact Mont Belvieu Caverns, LLC's Representative Andrew Lloyd at (210) 305-9689.

The Baytown Sun  
1301 Memorial Drive  
Baytown, Texas 77520  
281-422-8302

AFFIDAVIT OF PUBLICATION

Enterprise Products  
1100 Louisiana St.  
Houston, Texas 77002  
Attn: Blair Brooks

COUNTY OF CHAMBERS

Reference: Notice of Public Hearing – Mont Belvieu Caverns, LLC Storage Terminal  
Well No.3

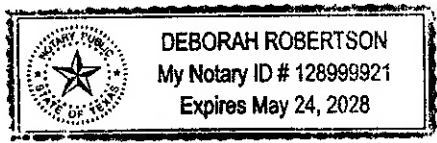
Before me, the undersigned authority, on this day personally appeared, Daisie Herndon  
who being duly sworn, deposes and says that she is an agent of the Baytown Sun: that  
said newspaper is regularly published in Harris County and generally circulated in Harris  
and Chambers Counties, Texas: that the attached notice was published on the following  
date.

*Daisie Herndon*  
Daisie Herndon, Agent

Printed: December 22, 2024

Subscribed and sworn before me this 23 of December 2024 AD

*Deborah Robertson*



**MERRY CHRISTMAS & HAPPY NEW YEAR**

**Karla Opryshek**  
 281-433-2281  
 Broker/Associate - ABR, ASR, CNAS, CNCA, CRS, MCNE, MRP, NHS, CMOE, e-PRO | kopryshek@cbunited.com

**COLDWELL BANKER REALTY**  
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## RATES & INFO

**281-425-8008**

[classifieds@baytownsun.com](mailto:classifieds@baytownsun.com)



**TexSCAN Week of Dec. 22-28, 2024**

### AUCTIONS

**Equipment Auction** — Tues., Dec. 31. Hundreds of items sell no reserve. Inventory includes: semi trucks, motor graders, dozers, track loaders, equipment trailers, excavators, wheel loaders, roll-off container truck, scrapers, and more. All items sell where they sit, [www.purplewave.com](http://www.purplewave.com).

### BASEBALL TOURS

**Bob's Baseball Tours** — Sports Lover's Tour: See an NHL & NBA game, visit Pro Football Hall of Fame and tour Lambeau Field & see 4 MLB games from April 8-16., \$2,800/person based on double hotel occupancy. Ultimate Baseball Tour: See 7 MLB in 11 days incl. Yankee Stadium, Fenway Park & Wrigley Field, also Pro Football and Baseball Halls of Fame and a day at the Little League World Series, Aug. 11-21, 2025. Call or text for FREE brochure 507-217-1326, [www.bobsbaseballtours.com](http://www.bobsbaseballtours.com).

### CHARITY

**Donate your car, truck, boat, RV** and more to support our veterans! Schedule a FAST, FREE vehicle pickup and receive a top tax deduction! Call Veteran Car Donations at 1-855-808-4152 today!

### ENERGY

**Backup power** — peace of mind. Get a standard warranty of 7 years, \$849 value. Call 888-925-0261, Briggs & Stratton Energy Solutions.

**Prepare for power outages** today with a Generac Home Standby Generator. Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-855-704-8579 today to schedule a free quote. It's not just a generator. It's a power move.

### LEGAL ASSISTANCE

**Wesley Financial Group, LLC** — Timeshare Cancellation Experts. Over \$50,000,000 in timeshare debt and fees cancelled in 2019. Get free informational package and learn how to get rid of your timeshare! Free consultations. Over 450 positive reviews. Call 855-501-6864.

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## Legal Notices

ORDINANCE NO. 16,024

AN ORDINANCE OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE CODE OF ORDINANCES, BAYTOWN, TEXAS, CHAPTER 111, "UNIFIED LAND DEVELOPMENT CODE," ARTICLE 1, "GENERAL PROVISIONS," DIVISION 1.1, "JURISDICTION AND AUTHORITY," SECTION 1.13, "AUTHORITY AND JURISDICTION," ARTICLE 2, "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," DIVISION 2.2, "ZONING DISTRICTS AND DIMENSIONAL STANDARDS," SECTION 2.21 "RESIDENTIAL DISTRICT DIMENSIONAL STANDARDS," SUBSECTION 2.21-4 "MIXED RESIDENTIAL (MR);" SUBSECTION 2.21-6, "ALTERNATIVE RESIDENTIAL (AR);" SECTION 2.22 "MIXED-USE NEIGHBORHOOD (MUN) DISTRICT DIMENSIONAL STANDARDS;" SECTION 2.23 "NONRESIDENTIAL DISTRICT DIMENSION STANDARDS;" SUBSECTION 2.23-3, "GENERAL COMMERCIAL (GC);" SUBSECTION 2.23-4, "FREEWAY COMMERCIAL (FC);" SUBSECTION 2.23-6 "HEAVY INDUSTRIAL (HI);" DIVISION 2.3 "USE STANDARDS;" SECTION 2.31, "CONSOLIDATED USE TABLE;" TABLE 2.31-1, "LAND USE TABLE;" SECTION 2.33, "USE-SPECIFIC STANDARDS;" SUBSECTION 2.33-5, "COMMERCIAL USES;" 2.35(C)(3), "TIMING OF CONSTRUCTION, SECTION 2.35(D)(4) (E), "LOCATION;" SECTION 2.35(E)(1)(c) (ii)(A), SECTION 2.36, "TEMPORARY USE STANDARDS;" TABLE 2.36-2, "TEMPORARY CONSTRUCTION, STORAGE, AND REFUSE COLLECTION USES;" ARTICLE 3, "DEVELOPMENT STANDARDS," DIVISION 3.2, "BUILDING AND SITE DESIGN;" SECTION 3.21, "GENERAL PROVISIONS;" SUBSECTION (D), "SIDEWALKS;" SECTION 3.22, "SINGLE-UNIT DWELLING AND DUPLEX DEVELOPMENT;" SUBSECTION (E), "RESIDENTIAL ACCESSORY STRUCTURES;" DIVISION 3.4, "TREE PRESERVATION, LANDSCAPING, AND BUFFERING;" TABLE 3.41-1 "REQUIRED LANDSCAPING TYPE SUMMARY;" SECTION 3.43, "BUFFERYARD LANDSCAPING;" SUBSECTION E, "STREETSCAPE BUFFERYARD;" DIVISION 3.6, "SIGNS;" SECTION 3.64, "PERMISSIBLE SIGNS AND STANDARDS;" TABLE 3.64-2 "PERMANENT FREESTANDING SIGNAGE;" ARTICLE 4, "SUBDIVISION DESIGN;" DIVISION 4.2, "SUBDIVISION DESIGN STANDARDS;" SECTION 4.22, "DEVELOPMENT TYPES;" SUBSECTION D, "INFILL;" SECTION 4.24, "LOTS AND BLOCKS;" SUBSECTION B, "LOTS;" ARTICLE 6, DEVELOPMENT REVIEW BODIES, DIVISION 6.1, "LEGISLATIVE AND QUASIJUDICIAL BODIES ESTABLISHED AND AUTHORIZED;" SECTION 6.12, "PLANNING AND ZONING COMMISSION;" SUBSECTION (E), "TERMS AND FILLING VACANCIES;" ARTICLE 7, "DEVELOPMENT REVIEW PROCEDURES;" DIVISION 7.2, "COMMON REVIEW PROCEDURES;" SECTION 7.210, "DEVELOPMENT REVIEW SUMMARY TABLE;" TABLE 7.210-1, "SUMMARY OF PROCEDURES;" DIVISION 7.4, "MASTER PLANS, AMENDMENTS, AND SPECIAL USES;" SECTION 7.45 "PLANNED UNIT DEVELOPMENT;" ARTICLE 8, "NONCONFORMITIES;" DIVISION 8.1, "CLASSIFICATION AND CONVERSION OF NONCONFORMITIES;" SECTION 8.13 "CONVERSION OF NONCONFORMITIES;" ARTICLE 10, "WORD USAGE;" DIVISION 10.2 "DEFINITIONS;" PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR REGULATIONS GOVERNING FIRE, SAFETY, ZONING OR PUBLIC HEALTH OR SANITATION; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

## Legal Notices

LEGAL NOTICE

NOTICE OF PUBLIC HEARING ON APPLICATION OF MONT BELVIEU CAVERNS, LLC FOR PROPOSED CENTRAL STORAGE TERMINAL WELL NO. 3

The City Council of the City of Mont Belvieu, at its regularly scheduled meeting on January 13, 2025 at 6:00 P.M. at the Mont Belvieu City Hall, 11607 Eagle Dr., Mont Belvieu, Texas 77580, will conduct a public hearing on the Application of Mont Belvieu Caverns, LLC for a New Industrial Activity Permit for proposed Storage Cavern and Well No. 3 at Mont Belvieu Caverns, LLC's Central Storage Terminal located on the west side of Loop 207 between Highway 146 and Winfree Road, Mont Belvieu TX 77580, Mont Belvieu, Texas 77580. A detailed description of the activity and site map can be reviewed at the Mont Belvieu City Hall. Comments will be received by the City Secretary for delivery to the City Council from interested citizens through January 13, 2025. If you have any questions, please contact Mont Belvieu Caverns, LLC's Representative Andrew Lloyd at (210) 305-9689.

## Legal Notices

ORDINANCE NO. 16,023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE TO TWO PARCELS, APPROXIMATELY 3.81 ACRES, LOCATED AT 5814 N. SH 146 FROM PLANNED UNIT DEVELOPMENT (PUD) TO A MIXED RESIDENTIAL (MR) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

## EQUIP AUCTIONS

**HUNDREDS OF ITEMS SELL NO RESERVE! TUESDAY, DECEMBER 31**



**DO2578** Kenworth W900 semi truck



**EJ3270** '82 Taylor 300 forklift

**INVENTORY INCLUDES:** semi trucks, motor graders, dozers, track loaders, equipment trailers, excavators, wheel loaders, roll-off container truck, scrapers, and more. All items sell where they sit. 10% buyers premium applies. Aaron McKee TX Lic. #16401.



**BID NOW! purplewave.com**

## Seeking Circulation District Manager

Looking for a part-time circulation district manager for The Baytown Sun.

Must have dependable vehicle, valid driver's license, valid insurance, a back-up driver in case of emergency, and be able to pass driver's license and background check.

Night duties include running forklift and ensuring that carriers receive their papers for delivery as well as running two established routes and any down routes as needed. We will train and forklift certify.

No phone calls  
 Please apply in person at The Baytown Sun located at 1301 Memorial Dr. Baytown Texas 77520.

EOE



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\*Some installs may take longer. Add'l terms apply. Offer subject to change and vary by dealer. Expires 12/29/24.



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**Sports Lover's Tour**  
 See an NHL & NBA game, visit Pro Football Hall of Fame and tour Lambeau Field & see 4 MLB games from April 8-16  
 \$2,800/person based on double hotel occupancy

**Ultimate Baseball Tour**  
 See 7 MLB in 11 days including Yankee Stadium, Fenway Park & Wrigley Field. Also included: Pro Football and Baseball Halls of Fame and a day at the Little League World Series!  
 August 11-21, 2025

Please call or text for FREE brochure 507-217-1326 or visit our website: [www.bobsbaseballtours.com](http://www.bobsbaseballtours.com)

**NOTICE OF HEARING  
APPLICATION OF MONT BELVIEU CAVERNS, LLC (“MBC”) FOR  
CITY OF MONT BELVIEU PERMIT FOR  
PROPOSED WELL 3 AT MBC’S CENTRAL STORAGE TERMINAL  
MONT BELVIEU, CHAMBERS COUNTY, TEXAS**

To: Each Addressee on the Address List in Attachment A:

Mont Belvieu Caverns, LLC (“MBC”) is applying to the City of Mont Belvieu, Texas for a Permit for proposed Well 3 at MBC’s Central Storage Terminal. The City Council of the City of Mont Belvieu will hold a hearing on MBC’s application on January 13, 2025, at 6:00 P.M. at the Mont Belvieu City Hall, 11607 Eagle Dr., Mont Belvieu, Texas 77580. A detailed site map can be reviewed at the Mont Belvieu City Hall. The location of proposed Well 3 is shown on the plat in Attachment B. Comments will be received by the City Secretary for delivery to the City Council from interested citizens through January 13, 2025. This notification is being given to you at the address listed below in Attachment A because the last approved city tax roll of the City of Mont Belvieu shows this address for the owner of a tract of real property located within 400 feet of the boundaries of MBC’s Central Storage Terminal. If you have any questions, please contact MBC’s representative Andrew Lloyd at (210) 305-9689.

**Certification of Mailing**

I certify that a true and correct copy of this Notice of Hearing was sent by certified mail, return receipt requested, to each address listed in Attachment A on the 20th day of December, 2024.

Signature:   
Name: John Sanchez

# ATTACHMENT A

## Address List

## Attachment A Address List

**Addressee:**

**Return Receipt:  
Mont Belvieu Caverns, LLC  
ATTN: Blair Brooks  
P.O. Box 4324  
Houston, TX 77002**

Equistar Chemicals, LP  
c/o Cummins Westlake LP  
12837 Louetta Rd., Suite 201  
Cypress, TX 77429-5611  
Cert #: 7020 1810 0000 3728 9750

Enterprise Products Operating LLC  
PO Box 4018  
Houston, TX 77210  
Cert #: 7020 1810 0000 3728 9767

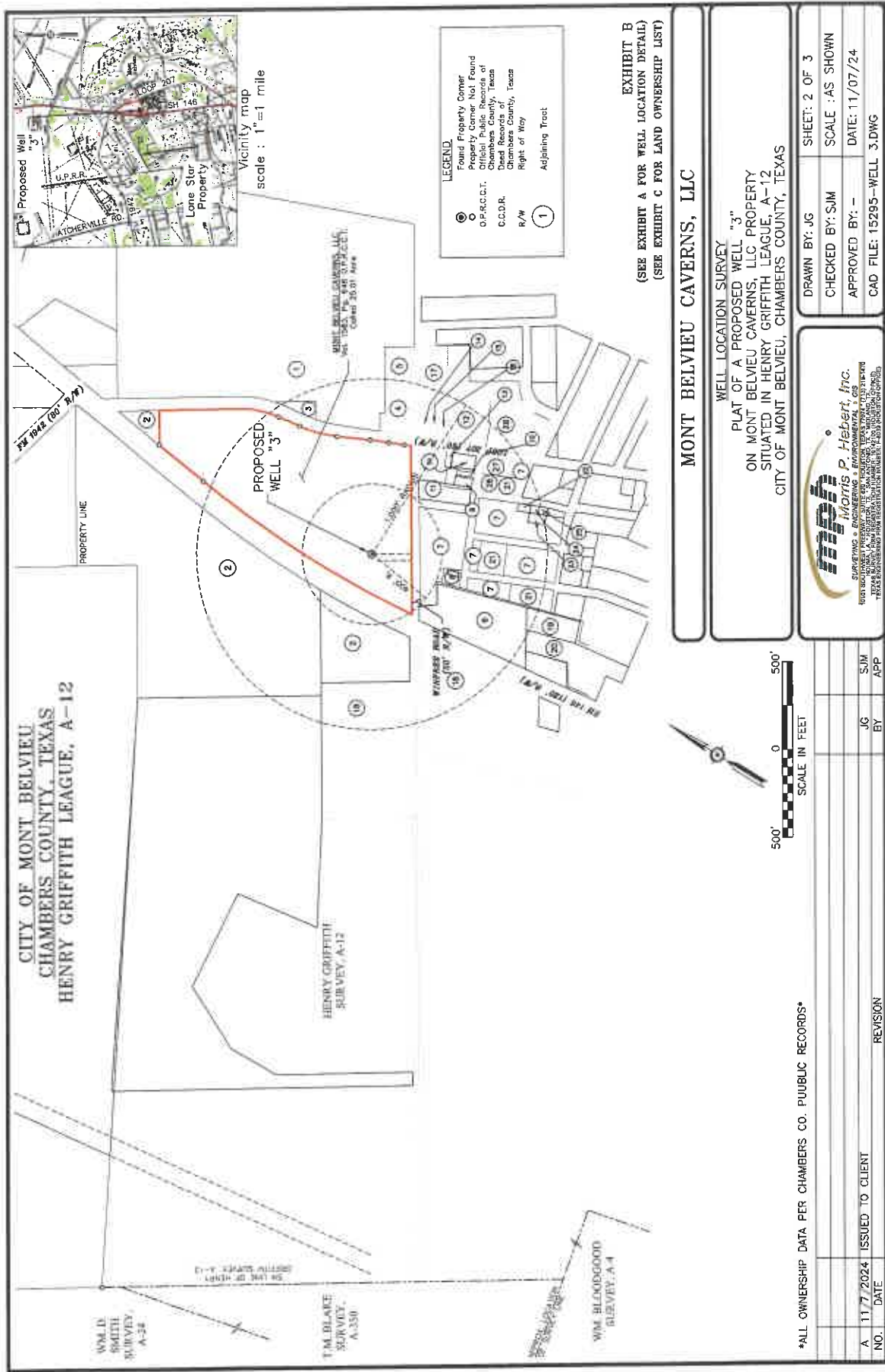
Targa Downstream LLC  
1000 Louisiana, Suite 4700  
Houston, TX 77002  
Cert #: 7020 1810 0000 3728 9774

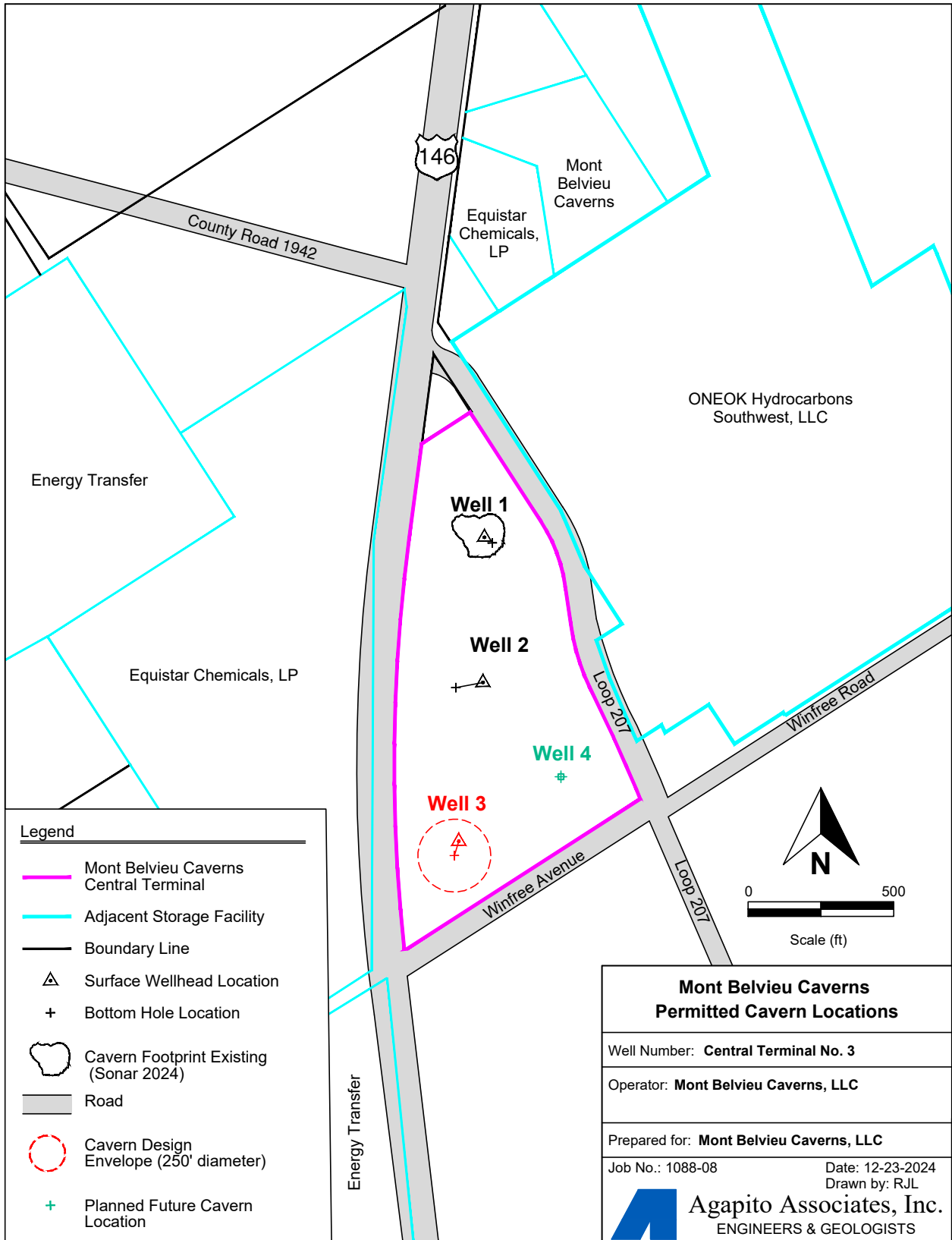
Equistar Mont Belvieu Corporation  
1221 McKinny St., Suite 1600  
Houston, TX 77010  
Cert #: 7020 1810 0000 3728 9781

Energy Transfer Mont Belvieu NGLs LP  
711 Louisiana St., Ste. 900  
Houston, Texas 77002  
Cert #: 7020 1810 0000 3728 9798

# ATTACHMENT B

Plat





1088-08 Enterprise [Enterprise MBV Base Map Dec2024.dwg Layout: 1c]



## CITY OF MONT BELVIEU

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*Administration*

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### *City Council* AGENDA REPORT

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To:	Prepared By: Andy Rodgers
Meeting Date: January 13, 2025	Prepared for: Administration
Agenda Item Number: E.2	Department: Administration
Subject: Public Hearing: Chapter 380 Economic Development Incentive Agreement - Direct City Sales Tax Reimbursement, Targa Train 10.	Meeting Body: City Council

#### **Item Summary:**

During the Council Meeting scheduled for January 13th, 2025, the City Council of Mont Belvieu will consider a 50% reimbursement of City Sales tax of Targa Train 10 LLC under the provisions of Chapter 380 of the Texas Local Government Code. This is a four (4) year agreement with two 2-year successive renewal period for a total of eight (8) years.

#### **Staff Recommendation:**

For Public Comment. During the Council Meeting scheduled for January 13th, 2025, the City Council of Mont Belvieu will consider a 50% reimbursement of City Sales tax of Targa Train 10 LLC under the provisions of Chapter 380 of the Texas Local Government Code. This is a four (4) year agreement with two 2-year successive renewal period for a total of eight (8) years.

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Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

## FISCAL NOTE

AGENDA ITEM NUMBER: 1038

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

[380 Direct Sales Tax Agrmt Mont Belvieu - Targa Train 10\\_Final\\_Jan 6 2025.pdf](#)

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

BETWEEN

THE CITY OF MONT BELVIEU, TEXAS

AND

**Targa Train 10 LLC**

STATE OF TEXAS

COUNTY OF CHAMBERS

This Chapter 380 Economic Development Incentive Agreement (this “Agreement”) is made, entered and executed between the CITY OF MONT BELVIEU, TEXAS, a home rule municipality located in Chambers County, Texas (“City”) and **Targa Train 10 LLC** (the “Company”), acting by and through their respective authorized officers and representatives. The City and the Company are sometimes referred to singularly herein as a “Party” and sometimes referred jointly as the “Parties”.

**RECITALS**

WHEREAS, the Company will construct, own, maintain and operate (which includes the purchase of materials and services for the initial construction of) substantial improvements (the “Project”) on the real property within the City for the development of a new NGL fractionation train at the existing facility in Mont Belvieu, Texas (the “Facility”); and

WHEREAS, the Company is a qualified holder of a Texas Direct Payment Permit issued by the Comptroller of Public Accounts of the State of Texas (“Comptroller”) pursuant to Texas Tax Code §§ 151.418-151.419, which authorizes the Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of the Company’s taxable purchases and allows the Company to provide a blanket exemption certificate covering all future sales of taxable items to sellers who sell, lease, or rent said taxable items to the Company.

WHEREAS, to generate local use tax revenue for the City that would otherwise not be available to the City, the Company has proposed utilization of the Texas Direct Payment Permit for the purchase of material and services for the Facility pursuant to Texas Tax Code § 151.417 and has further requested that the City establish a program under Chapter 380 of the Texas Local Government Code to encourage and induce a stream of additional local use tax revenues to the City; and

WHEREAS, in the development, construction, maintenance and operation of the Facility, the Company desires to situs new property and services to the City that will generate additional use tax revenue for the City: and

WHEREAS, the City finds that the attraction of new business activity to the City will promote economic development, stimulate commercial activity, generate additional use tax and will enhance the tax base and economic vitality of the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution along with the Texas Local

Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code and by Ordinance to encourage and induce the generation of new local use tax revenues; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will have a direct positive and measurable economic benefit for the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

**1. ARTICLE I: AUTHORITY**

1.1. The City’s execution and performance of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and by Ordinance No. 2023-036. The Company’s execution and performance of this Agreement has been duly authorized by its members.

**2. ARTICLE II: DEFINITIONS**

2.1. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

2.1.1. “Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, “control,” when used with respect to any person or entity, means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

2.1.2. “City” shall mean the City of Mont Belvieu, Texas.

2.1.3. “Company” shall mean **Targa Train 10 LLC**.

2.1.4. “Commencement Date” shall mean November 1, 2024.

2.1.5. “Effective Date” shall mean the later to occur of November 1, 2024, or the first day of the month following the month in which the Company’s Direct Payment Permit from the Texas Comptroller’s Office first becomes effective.

2.1.6. “Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (100) business days after such appointment is initially made,

any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (100) business days after the filing thereof.

2.1.7. “Force Majeure” shall mean an event or occurrence caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Company, the Project; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lighting, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require the Company to settle any such strike or labor dispute), explosions, breakdown or failure of the facility machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns or the foregoing for inspections repairs, maintenance or breach of any electronic firewalls), inability to obtain, renew or extend franchises, licenses or permits. Loss interruption, curtailment or failure to obtain electricity, gas steam, water wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Company to ship or failure of carriers to transport electricity from the Company’s Facility or other facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Company has no reasonable control and which forbids or prevents performance.

2.1.8. “Grant” shall mean periodic payments made to the Company by the City from lawfully available funds.

2.1.9. “Grant Period” shall mean a full calendar month, Grant rebates may be filed for on a semi-annual basis beginning the later to occur of December 11, 2023, or the first day of the month, six months following the month in which the Company’s Direct Payment Permit from the Texas Comptroller’s Office first becomes effective.

2.1.10. “Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the City.

2.1.11. “Program” means the economic development program established by the City pursuant to this Agreement, as authorized by Section 380.001 of the Texas Local Government Code and by Ordinance.

2.1.12. “Use Tax Receipts” shall mean the City’s receipts from the State of Texas from the collection of: (i) one half of one percent (.5%) use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the imposition of use tax on the Company associated with the issuance of the Company’s Texas Direct Payment for Taxable Items used or consumed in the City.

2.1.13. “Use Tax Certificate” shall mean a certificate or other statement in form reasonably acceptable to the City setting forth the Company’s payment of use tax imposed by City and received by the City from the State of Texas, for the use of Taxable Items by the Company in the City of Mont Belvieu, Texas for the applicable Grant Period which are to be used to determine the Company’s

eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

2.1.14. “Taxable Items” shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

2.1.15. “Texas Direct Payment Permit” or “Direct Payment Permit” shall mean the permit issued to the Company by the Comptroller pursuant to Texas Tax Code §§ 151.418-151.419, which authorizes the Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of the Company’s taxable purchases and allows the Company to provide a blanket exemption certificate covering all future sales of taxable items to sellers who sell, lease, or rent said taxable items to the Company.

2.1.16. .

### **3. ARTICLE III: TERM**

3.1. Term. The term of this Agreement shall begin on the Effective Date and continue until the fourth-year anniversary date of the Commencement Date (the “Anniversary Date”), unless sooner terminated as provided herein. This Agreement shall be automatically renewed for two successive two-year periods, unless written notice is provided by either party requesting termination of this Agreement within ninety (90) days of each anniversary date.

3.2. Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party’s annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

### **4. ARTICLE IV: ECONOMIC DEVELOPMENT GRANT**

4.1. Grant. Subject to the Company’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to a maximum of 50% of the use tax paid to the City and attributed to the imposition of use tax on the Company associated with the issuance of the Company’s Texas Direct Payment for Taxable Items used or consumed in the City (the “Grant”). The Company, in its sole discretion, may waive its right to receive all or any part of any grant payment by notifying the City in writing of its intent to waive its rights to such grant payment. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

4.2. Grant Payment. The City shall, on or before the last day of the month in which each anniversary of the Effective Date occurs, and only after receipt of the actual monthly Use Tax Receipts for the Use Tax Receipt Certificate for the Grant Period covered by a Use Tax Certificate submitted by the Company pursuant to Section 5.1, pay the Grant for the applicable calendar year to the Company, or as directed by the Company.

4.3. Amended Returns. In event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as determined by or as approved by the State of Texas affecting the

Use Tax Receipts for a previous calendar month, the Grant Payment for the calendar month immediately following such State approved amendment shall be adjusted accordingly, provided the City has received Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Company shall provide the City with a copy of such amended use tax report or return, and the approval thereof by the State of Texas.

4.4. Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of Use Tax paid to the City exceeds the correct amount of Use Tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may at its option adjust the Grant payment for the calendar month immediately following such State of Texas determination to deduct therefrom the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide the Company with a copy of such determination by the State of Texas.

## **5. ARTICLE V: CONDITIONS TO THE ECONOMIC DEVELOPMENT GRANT**

5.1. Use Tax Certificate. The Conditions contained in this Article V are conditions precedent to the City's obligation to make any Grant payment. During the term of this Agreement, the Company shall within thirty (30) days after the end of each calendar month, provide the City with a Use Tax Certificate. The City shall have no duty to calculate the Use Tax Receipts or determine the Company's entitlement to any Grant or pay any Grant during the term of this Agreement until such time as the Company has provided the City a Use Tax Certificate and the City has received the actual Use Tax Receipts from the State of Texas. At the request of the City, the Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to the Company's Direct Payment Permit. The Use Tax Certificate shall at a minimum contain, include or be accompanied by the following:

5.1.1. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports; use tax audit assessments, including amended use tax returns or reports, filed by the Company for the Grant Period showing use tax paid directly to the State of Texas related to the Company's operations for the Grant Period;

5.1.2. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period;

The City agrees to the extent allowed by law to maintain the confidentiality of the Use Tax Certificate.

5.2. As a condition to the payment of any Grant hereunder, the City shall have received a Use Tax Certificate for the Grant Period for which payment of a Grant is requested and received the actual Use Tax Receipts for the Grant Period.

5.3. The Company shall issue Its Texas Direct Payment Permit to vendors providing Taxable Items.

5.4. The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit which permit shall be kept in full force and effect throughout the term of the Agreement.

5.5. The Company shall not have an uncured breach or default of this Agreement.

## 6. ARTICLE VI: TERMINATION

6.1. This Agreement may be terminated upon any one of the following:

6.1.1. by mutual written agreement of the parties;

6.1.2. by the City or the Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by non-breaching party;

6.1.3. by the City, if any Impositions owed to the City or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or impositions);

6.1.4. by the City, if the Company suffers an Event of Bankruptcy or Insolvency;

6.1.5. by the City, if the Company's Texas Direct Payment Permit is revoked or cancelled by the Comptroller pursuant to Texas Tax Code § 151.420 or if the Company's Texas Direct Payment Permit is relinquished pursuant to Texas Tax Code § 151.421.

6.1.6. by the City or the Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

6.1.7. expiration of the term.

The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the termination of this Agreement except for any obligations that accrue prior to such termination.

## 7. ARTICLE VII: MISCELLANEOUS

7.1. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2. Limitation of Liability. It is understood and agreed between the parties that the Company and the City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, Liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

7.3. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

7.4. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed

received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently in writing) or on the day actually received if sent by courier or otherwise hand delivered or sent via fax.

If intended for the City, to:

Attn: Brian Winningham  
City of Mont Belvieu  
P.O. Box 1048  
Mont Belvieu, TX 77580

With a copy to:

J. Grady Randle  
City Attorney  
Randle Law Office Ltd, LLP  
820 Gessner Road, Suite 1570  
Houston, Texas 77024

If intended for the Company, to:

Attn: Dorothy Pearson  
Targa Train 10 LLC  
Senior Director – Operational Tax  
811 Louisiana St. Suite 2100  
Houston, TX 77002

7.6. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.7. Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in the City of Mont Belvieu, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in the Chambers County, Texas.

7.8. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10. Recitals. The recitals to this Agreement are incorporated herein.

7.11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same

instrument.

7.12. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.13. Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. The City and the Company shall share the costs of mediation equally. The mediation shall be held in Harris County, Texas, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

7.14. Assignment. The Company may assign this Agreement to an Affiliate provided that: (i) such Affiliate must have a Direct Payment Permit; and (ii) the Company shall provide written notice of such assignment to the City. Except as otherwise provided in the immediately preceding sentence, no rights, duties, obligations, interest or options of a Party under this Agreement may be assigned or otherwise made available to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

7.15. Public Information. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with [Texas Government Code Chapter 552 et seq.](#), as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

7.16. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess or collect funds, or create a sinking fund.

7.17. Sovereign Immunity Acknowledged and Retained. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE CITY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT THE CITY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.**

**ACKNOWLEDGMENTS**

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MONT BELVIEU, TEXAS

By: \_\_\_\_\_  
Joey McWilliams, Mayor

ATTEST:

BY: \_\_\_\_\_  
Allison Dunning, City Secretary

STATE OF TEXAS           §

COUNTY OF CHAMBERS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Nick Dixon, Mayor of the City of Mont Belvieu, Texas, a home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGMENTS**

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Targa Train 10 LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS                   §

COUNTY OF CHAMBERS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, [name/title] of Targa Train 10 LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas



CITY OF MONT BELVIEU

Human Resources

City Council
AGENDA REPORT

To: Prepared By: Sandra Wilson
Meeting Date: January 13, 2025 Prepared for: Human Resources
Agenda Item Number: H.1 Department: Human Resources
Subject: Discussion of and possible action Meeting Body: City Council
on adopting Ordinance No. 2025-004, an
ordinance appointing new City Prosecutor.

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1040 DATE INTRODUCED:
FISCAL IMPACT AMOUNT: FUND:
FISCAL IMPACT: FUNDS ALLOCATED IN BUDGET:

Ordinance Appointing Municipal Prosecutor Mont Belvieu JGR FINAL (24927-3955-5597) (14926-2001-8957).pdf

**ORDINANCE NO. 2025-004**

**AN ORDINANCE OF THE CITY OF MONT BELVIEU, TEXAS APPOINTING TIMOTHY KIRWIN, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF TEXAS, AS PROSECUTOR IN THE MUNICIPAL COURT OF THE CITY OF MONT BELVIEU.**

**WHEREAS**, in the absence of the City Attorney, Timothy Kirwin is fully competent, properly licensed, is in good standing with the State Bar of Texas, and qualified to act as Prosecutor in the Municipal Court; and

**WHEREAS**, the City in compliance with TEX. CODE CRIM. PRO. art. 45A.005(c) shall appoint a Municipal Court Prosecutor, and pursuant to the Mont Belvieu City Charter section 5.02B the City Attorney or such other attorney's selected by the City Attorney with the approval of the City Council shall represent the City in all legal matters;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONT BELVIEU, TEXAS:**

**Timothy Kirwin** is hereby appointed as Prosecutor in the Municipal Court of the City of Mont Belvieu to serve as directed by the City Attorney.

**Effective Date.** This Ordinance shall become effective upon the date signed.

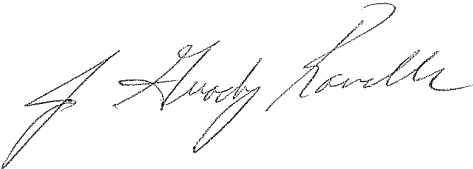
**PASSED, APPROVED and ADOPTED** this, the \_\_\_ day of January 2025.

\_\_\_\_\_  
Joey McWilliams  
Mayor

ATTEST:

\_\_\_\_\_  
Allison Dunning  
City Secretary

Approved:

  
City Attorney



CITY OF MONT BELVIEU

Administration

City Council
AGENDA REPORT

To: Prepared By: Allison Dunning
Meeting Date: January 13, 2025 Prepared for: Administration
Agenda Item Number: H.2 Department: Administration
Subject: Discussion of and possible action on approving proposed industrial pipeline, Enterprise Products, LLC - 8" Ethane pipeline, Application No.24-8520. Meeting Body: City Council

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1032 DATE INTRODUCED:
FISCAL IMPACT AMOUNT: FUND:
FISCAL IMPACT: FUNDS ALLOCATED IN BUDGET:

EXECUTED McWilliams City of Mont Belvieu Pipeline Permit Application 24-8520\_Pg1.pdf





575 N Dairy Ashford, Suite 700  
Houston, TX 77079  
T +1 281 589 7257

December 16, 2024

Honorable Joey McWilliams  
City of Mont Belvieu  
11607 Eagle Dr.  
Mont Belvieu, Texas 77523

Re: Pipeline Permit Application  
City of Mont Belvieu Reference 24-8520  
Enterprise Products Operating LLC  
Proposed 8-Inch Enterprise Pipeline  
RPS Project No. 005464

Dear Mayor McWilliams:

RPS has reviewed the Pipeline Permit Application 24-8520 submitted by Enterprise Products Operating LLC. Based on the materials reviewed and the additional requirements which are outlined in Parts I and II below, this application meets the technical requirements of Chapter 19, Code of Ordinances, and/or related or relevant ordinances of The City of Mont Belvieu.

This application is for 126-feet of proposed 8-inch buried carbon steel pipeline within the city limits of Mont Belvieu. The pipeline will transport ethane and tie into an existing 8-inch Enterprise pipeline. The pipeline has no public crossing therefore no other permits are required. An automated shut down valve will be installed at the pipeline origin. An existing automated shut down valve existing on the existing pipeline that this pipeline segment is tying into. The existing automated valve is 1,396-feet to the south of the tie-in point. The operating pressure is expected to be 1,350 PSIG with the maximum test pressure of 2,220 PSIG.

Enterprise Products Operating LLC has met all public notice requirements as set forth in the ordinance. The applicant has also provided a list of private landowners within 400-feet of the proposed project which is shown as Attachment 2.

We recently visited the proposed project site and inspected the general end-connection locations and proposed crossings. The pipeline will be installed via conventional open cut and will be a minimum of 4-feet deep.

The permit application is technically complete, and we recommend that the permit be granted with the understanding that the items noted in Attachment I of this letter are satisfied prior to the preconstruction meeting. The permit application shall be revised and filed with the City secretary as needed.

In our opinion, the additional items set forth below in Parts I and II will meet or exceed the requirements presented in the ordinances and provide assurance in the design, construction, and operation of the pipeline.

For purposes of this Application Enterprise Products Operating LLC will be the "Owner", "Applicant," and "Operator" of the new pipeline system.

### PART I

#### PROPOSED REQUIREMENTS FOR PERMIT (ENTERPRISE PRODUCTS OPERATING LLC Agrees)

1. JFS Enterprise Products Operating LLC will schedule at least 48 hours in advance (contact Allison Dunning at 281-576-2213 ext. 2061), facilitate, and attend a preconstruction meeting with City representative to discuss the project, schedule, and critical issues prior to the start of construction. A copy of all permits necessary to construct the pipeline within the city limits will be provided at this time (if applicable).
2. JFS Enterprise Products Operating LLC will schedule, facilitate, and attend a final walkthrough with City representative to assure conditions herein are in place. As-builts are to be provided to the City within 90 days of final completion by uploading through the portal: [www.mypermitnow.org](http://www.mypermitnow.org).
3. JFS Enterprise Products Operating LLC will be fully responsible for any and all damage to the existing public or private utility lines. All damages shall be repaired in accordance with City of Mont Belvieu Construction Standards (Mont Belvieu Code of Ordinances, Section 30-27) with no cost to the public.
4. JFS All work in public right-of-way shall be performed to standards of governing authorities.
5. JFS Contractor shall be responsible for controlling traffic in the immediate vicinity of construction. All work shall be performed in such a manner and sequence as to provide maximum protection to traffic and pedestrians. Minimally, guidelines set forth in "Manual on Uniform Traffic Control Devices" shall be observed.
6. JFS Contractor shall be responsible for removal and lawful disposal of all waste material generated during construction. Waste material must be removed from the work site in such a manner as to not damage the property of the owner or other persons.
7. JFS Contractor must clean mud, dirt, and debris tracked onto existing streets by any vehicle that exits the work site. Condition of the road and/or right-of-way upon completion of the job shall be in as good or better condition than prior to starting work.
8. JFS Enterprise Products Operating LLC agrees to notify the operators of any pipeline(s) that comes within ten feet, over or under, of the proposed pipeline and will obtain a list of specific emergency contacts for those pipelines. The contractor shall, at a minimum, follow pipeline crossing guidelines set forth in 49 CFR Part 195.

9. JFS If any pipeline(s) located before or during construction cannot be identified as to owner, Enterprise Products Operating LLC, or its Contractor will stop work, inform City representative (RPS), and provide recommendation that shall be approved before proceeding. In addition to "One-Call", Enterprise Products Operating LLC will use an onsite surveyor or similar contractor to specifically locate and identify each pipeline located or encountered.
10. N/A Enterprise Products Operating LLC agrees to notify CWA a minimum of 48 hours in advance when working in, over or adjacent to the CWA easement (if applicable). No work shall be done in CWA's easement without a CWA representative present or permission from a CWA representative. If impacted by construction, contractor shall restore the CWA right-of-way to pre-construction conditions or better.
11. JFS Enterprise Products Operating LLC agrees to submit, re-submit, or update drawings and to submit as-built drawings for the Permit segment. The as-built drawings will show accurately the pipeline location, installed equipment, valves, and controls, depth-of-cover, and all pipelines and other obstructions or nearby facilities located during initial surveys and during construction.
12. JFS Enterprise Products Operating LLC specifically agrees, in addition to the Permit Application requirements, to give site access to, or acquire site access for, a representative of The City of Mont Belvieu to inspect and review progress of this pipeline during construction and before operations begin. Enterprise Products Operating LLC also agrees to give to or acquire site access for a representative of The City of Mont Belvieu, at such subsequent times as are reasonable, to investigate incidents reported to the City of Mont Belvieu or other agencies subject to the Permit Application package. Access to the Enterprise Products Operating LLC rights-of-way, easements, or facilities associated with this Permit Application segment, will be through contact with field or operations personnel and after the City representative completes the usual safety and orientation procedures used by or for Enterprise Products Operating LLC, for entrance by guests, inspectors, or visitors to the facilities.
13. JFS Enterprise Products Operating LLC agrees to monitor the subject pipeline route and connected or related facilities under its ownership, operation, or control for subsidence on an ongoing basis and to report any accelerated or unusual subsidence to the City within ten days of discovering same. The monitoring will be in the form of routine observation and reporting of any changes in the field (i.e., posts leaning, shifting of equipment, etc.).
14. JFS Before the proposed pipeline segment is placed in operational use, the pipeline segment will have capacity for pressure and flow rate monitoring, and control and emergency/remote shut-down capability.

15. JFS Before the proposed pipeline section becomes operational, Enterprise Products Operating LLC, will include this pipeline segment in its usual operations and procedures, including a plan for inspection, testing, pipeline marker placement (road crossings and other areas), and leak monitoring. They will include methods or procedure to monitor the subject section for any leaks or other operational situations, factors, or problems during the life of the pipeline.
16. JFS Enterprise Products Operating LLC agrees to use trenching and shoring methods (where open-cut is used) and procedures complying with OSHA standards. Care will be used in the drilling and boring operations, with emphasis on such information as OSHA publishes related to potential hazards during boring operations.
17. JFS The City of Mont Belvieu continues its undertaking for a program to improve and upgrade various utilities. The Applicant understands there may be future improvements at the same location as planned, mapped, and applied for in this application. The City Engineer and other City personnel may have current and/or updated information as to these programs and ongoing plans.
18. JFS If another entity other than Enterprise Products Operating LLC manages the pipeline segment or conducts operations of the pipeline segment covered by this proposed Permit, Enterprise Products Operating LLC, as the Owner of this pipeline segment, will ensure that the Operator implements and follows the terms of this recommendation and the Permit, when and if issued, as well as all applicable laws, rules, and regulations.

## PART II

### ADDITIONAL PERMIT MATERIALS

(Enterprise Products Operating LLC Agrees):

1. JFS Enterprise Products Operating LLC shall provide all applicable permits to the City before any work under this permit is to begin.
2. JFS Enterprise Products Operating LLC shall not begin construction in parcels where property agreements have not been obtained. If Enterprise Products Operating LLC does not have an executed agreement with the property owner, a statement in writing from the landowner shall be provided and submitted to the City giving permission to work on their property.
3. JFS Before any field work ("ground breaking") is commenced on this project, Enterprise Products Operating LLC will be responsible to have the selected Contractor sign the Permit Application before City Council review of this Permit Application.

City of Mont Belvieu Reference 24-8520  
RPS Project No. 005464  
December 16, 2024



- 4. The commitments here and responsibility for the Permit, if approved, will be that of Enterprise Products Operating LLC.

Sincerely,

Mike McClung, P.E., C.F.M., ENV SP  
Southeast Municipal Leader

MRM:ng

Cc: Mr. Michael Capello (985.856.0418)

The information contained in PART I and PART II is agreed to by and for Enterprise Products Operating LLC this 16th day of December 2024.

Signature

Agent - Attorney in Fact  
Title

12/16/24  
Date



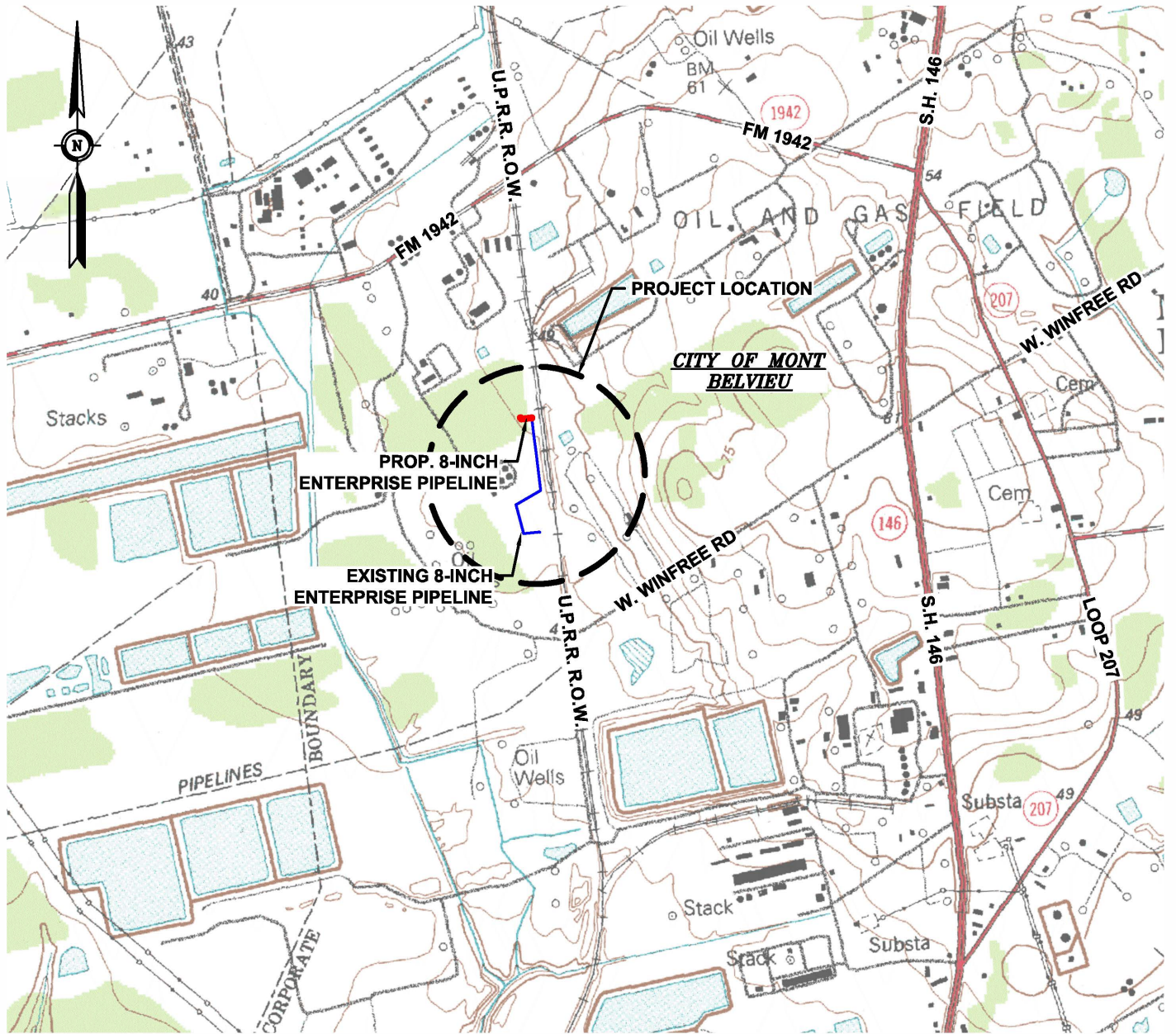
## ATTACHMENT I

### Pipeline Permit Application Review – No. 24-8520

Please address the following items as required by the City of Mont Belvieu. If at any time during construction the applicant is in violation of these conditions, the Contractor will cease construction activities until the item has been rectified:

1. Confirm access has been obtained through private property by easement or other means if needed.
2. Provide description of any improvements to existing facilities in preparation for the proposed pipeline.

# CHAMBERS COUNTY, TEXAS



B	11/14/24	ISSUED TO CLIENT
A	11/12/24	PRELIMINARY – ISSUED FOR REVIEW
NO.	DATE	REVISION

**ENTERPRISE PRODUCTS OPERATING LLC**

**PROJECT VICINITY MAP**  
**PROPOSED 8-INCH ENTERPRISE PIPELINE**  
**ACROSS LONE STAR NGL FRACTIONATORS, LLC**  
**CITY OF MONT BELVIEU CHAMBERS COUNTY, TEXAS**

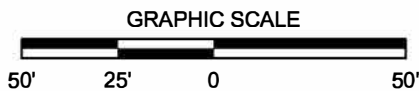
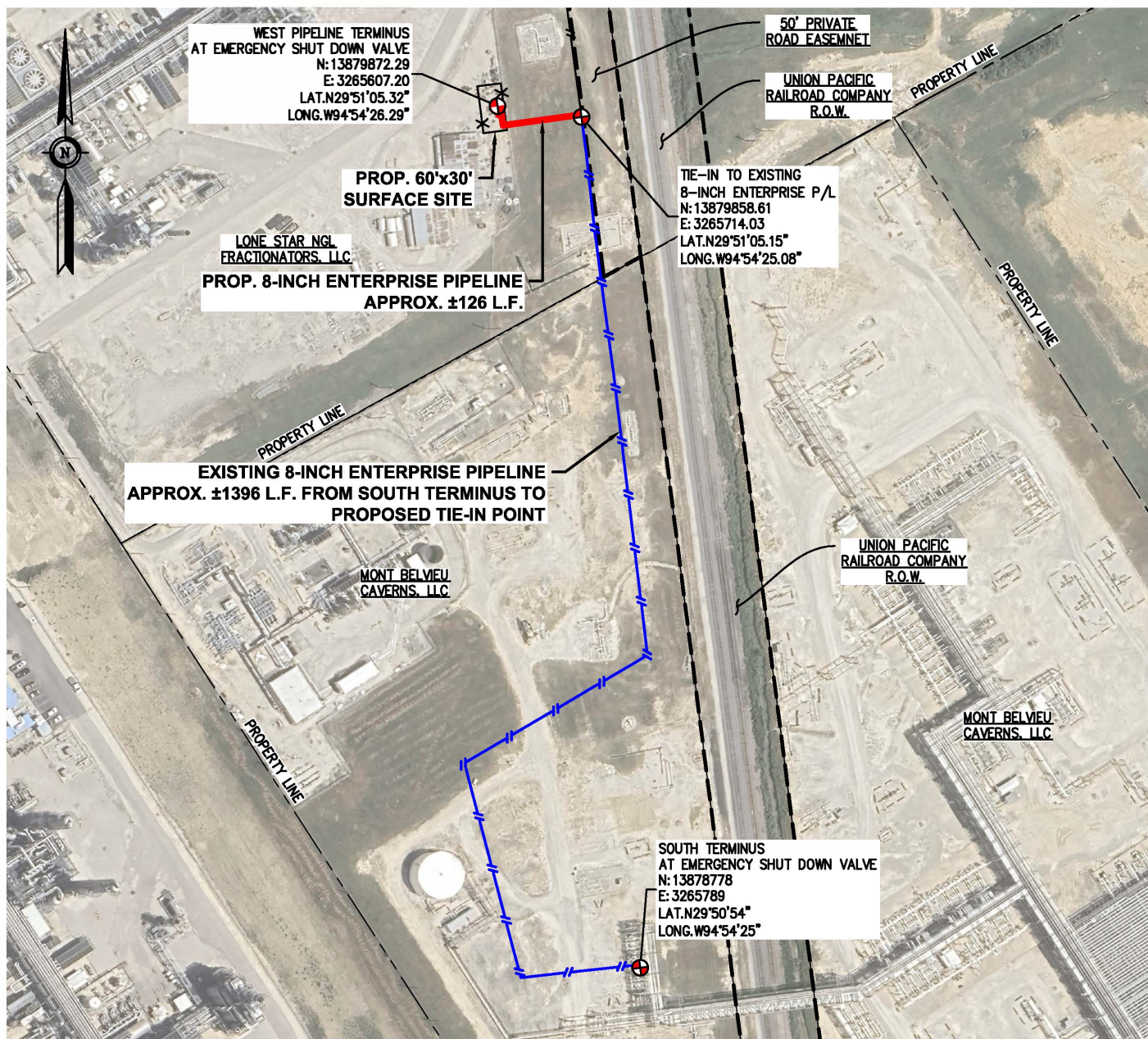
**mph**  
 Morris P. Hebert, Inc.  
 SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS

10101 SOUTHWEST FREEWAY • SUITE 620 • HOUSTON, TEXAS 77074 • (713) 219-1470  
 HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX  
 TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193786 (HOUSTON OFFICE) TEXAS  
 ENGINEERING FIRM REGISTRATION NUMBER: F-9039 (HOUSTON OFFICE)

DRAWN BY: JG	SHEET: 1 OF 3
CHECKED BY: SJM	SCALE: AS INDICATED
APPROVED BY: ---	DATE: 11/12/24
DRAWING NO.: 15438-4101 – VICINITY MAP	

H:\Projects\15438 Eprod-ETC Connection\4000 PERMITS\City Permits\Mont Belvieu Permit\15438-4101 - Vicinity Map.dwg plotted on Nov 14, 2024 - 12:43pm ACAD ver 24.1s (LMS Tech)

# CHAMBERS COUNTY, TEXAS HENRY GRIFFITH SURVEY, A-12



B	11/14/24	ISSUED TO CLIENT
A	11/12/24	PRELIMINARY - ISSUED FOR REVIEW
NO.	DATE	REVISION

**ENTERPRISE PRODUCTS OPERATING LLC**

**AERIAL ROUTE MAP**  
**PROPOSED 8-INCH ENTERPRISE PIPELINE**  
**ACROSS LONE STAR NGL FRACTIONATORS, LLC**  
**CITY OF MONT BELVIEU CHAMBERS COUNTY, TEXAS**

**Morris P. Hebert, Inc.**  
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS

10101 SOUTHWEST FREEWAY \* SUITE 620 \* HOUSTON, TEXAS 77074 \* (713) 219-1470  
HOUMA, LA \* HOUSTON, TX \* SAN ANTONIO, TX \* MIDLAND, TX  
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193786 (HOUSTON OFFICE) TEXAS  
ENGINEERING FIRM REGISTRATION NUMBER: F-8039 (HOUSTON OFFICE)

DRAWN BY: JG	SHEET: 2 OF 3
CHECKED BY: SJM	SCALE: AS INDICATED
APPROVED BY: --	DATE: 11/12/24
DRAWING NO.: 15438-4102 - AERIAL PLAN	

H:\Projects\15438 Eprod-ETC Connection\4000 PERMITS\City Permits\Mont Belvieu Permit\15438-4102 - Aerial Plan.dwg plotted on Nov 14, 2024 - 12:43pm ACAD ver 24.1s (LMS Tech)

# PIPELINE DESIGN DATA

## 1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER:  
ENTERPRISE PRODUCTS OPERATING LLC  
1100 LOUISIANA STREET, SUITE 1000  
HOUSTON, TEXAS 77002
- 1.2 PIPELINE NAME: LID 42670-OXY #1 EP (GCR/MB1)
- 1.3 PRODUCT: ETHANE
- 1.4 CONSTRUCTION ACTIVITIES ARE SCHEDULED TO BE PERFORMED 1ST QUARTER, 2025

## 2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE PIPELINE MUST MEET CFR TITLE 49 CFR PART 195 – TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, TEXAS ADMINISTRATIVE CODE (TAC) TITLE 16, CHAPTER 8, AND ASME B31.4—PIPELINE TRANSPORTATION SYSTEMS FOR LIQUID HYDROCARBONS AND OTHER LIQUIDS.
- 2.2 OPERATING PRESSURE: 1350 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 2220 PSIG
- 2.4 DESIGN FACTOR: 0.72

## 3.0 CARRIER LINE PIPE – CONVENTIONAL LAY INSTALLATION

- 3.1 OUTSIDE DIAMETER: 8.625"
- 3.2 WALL THICKNESS: 0.322"
- 3.3 PIPE SPECIFICATION: 06CS235
- 3.4 SPECIFICATION MINIMUM YIELD STRENGTH: 35000 PSI
- 3.5 MATERIAL: CARBON STEEL
- 3.6 PROCESS OF MANUFACTURE: SMLS
- 3.7 EXTERIOR COATING: FBE

## 4.0 CATHODIC PROTECTION

- 4.1 RECTIFIER IMPRESSED CURRENT

## 5.0 CONSTRUCTION METHOD

- 5.1 PIPELINE INTERCONNECT WILL BE INSTALLED BY CONVENTIONAL LAY METHOD

B	11/14/24	ISSUED TO CLIENT
A	11/12/24	PRELIMINARY – ISSUED FOR REVIEW
NO.	DATE	REVISION

**ENTERPRISE PRODUCTS OPERATING LLC**

**PIPELINE DESIGN DATA SHEET  
PROPOSED 8-INCH ENTERPRISE PIPELINE  
ACROSS LONE STAR NGL FRACTIONATORS, LLC**

**CITY OF MONT BELVIEU CHAMBERS COUNTY, TEXAS**



10101 SOUTHWEST FREEWAY \* SUITE 620 \* HOUSTON, TEXAS 77074 \* (713) 219-1470  
HOUMA, LA \* HOUSTON, TX \* SAN ANTONIO, TX \* MIDLAND, TX  
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193786 (HOUSTON OFFICE) TEXAS  
ENGINEERING FIRM REGISTRATION NUMBER: F-8039 (HOUSTON OFFICE)

DRAWN BY: JG	SHEET: 3 OF 3
CHECKED BY: SJM	SCALE: AS INDICATED
APPROVED BY: --	DATE: 11/12/24
DRAWING NO.: 15438-4103 – DATA SHEET	



## CITY OF MONT BELVIEU

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*Administration*

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*City Council*  
**AGENDA REPORT**

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To:	Prepared By: Andy Rodgers
Meeting Date: January 13, 2025	Prepared for: Administration
Agenda Item Number: H.3	Department: Administration
Subject: Discussion of and possible action on adopting Ordinance No. 2025-002, an ordinance authorizing the Mayor to execute a Chapter 380 Agreement with Targa Train 10 LLC., approving and establishing an Economic Development Program (Direct Sales Tax Reimbursement) for the purpose of encouraging the development of primary employment and attracting major economic investments to the City; providing for a severability clause; and establishing an effective date.	Meeting Body: City Council

### **Item Summary:**

Staff recommends approval of this ordinance.

Ordinance No. 2025-002 authorizes 50% Direct Sales Tax reimbursement to Targa Train 10, LLC. Duration of the agreement is four (4) years with two 2-year extensions - Total of eight (8) years.

During this period, Targa would direct sales tax paid on any materials or services for the facility to the City. The City, in turn, will reimburse 50% of the directed tax back to Targa Train 10.

Based on historical amounts of similar agreements, the average Sales tax collect per Train is \$770,000 annually. Based on this agreement, the City would then reimburse Targa Train 10, LLC 50% of collected Sales tax or approximately \$335,000 annually. This agreement will generate sales tax revenue beyond items purchased within the City of Mont Belvieu.

**Staff Recommendation:**

Recommend Approval of Ordinance No. 2025-002 to authorize 50% Direct Sales Tax reimbursement. Duration of the agreement is four (4) years with two successive 2-year extensions - Total of eight (8) years. Based on historical amounts of similar agreements, the average Sales tax collect per Train is \$770,000 annually. Based on this agreement, the City would then reimburse Targa Train 10, LLC 50% of collected Sales tax or approximately \$335,000 annually.

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**Fiscal Note Information Included:**

Supporting Documents Included: Yes

Staff Recommendation Included: Yes

**FISCAL NOTE**

AGENDA ITEM NUMBER: 1039

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

[Ordinance No 2025-002\\_Targa 10 CH 380\\_Direct Tax Packet\\_9 JAN 25.pdf](#)

**ORDINANCE NO. 2025-002**

**AN ORDINANCE OF THE CITY OF MONT BELVIEU, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CHAPTER 380 AGREEMENT WITH TARGA TRAIN 10 LLC - FRACTIONATOR 10, IN THE FORM ATTACHED HERETO AS EXHIBIT A; APPROVING AND ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM FOR THE PURPOSE OF ENCOURAGING THE DEVELOPMENT OF PRIMARY EMPLOYMENT AND ATTRACTING MAJOR ECONOMIC INVESTMENTS TO THE CITY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE**

**WHEREAS**, the City of Mont Belvieu, Texas, ("City") desires to establish Economic Development Programs in accordance with the authority granted to municipalities pursuant to Chapter 380 of the Texas Local Government Code;

**WHEREAS**, the City also wishes to provide economic incentives to Targa for the purpose of encouraging the development of primary employment and attracting major economic investments to the City through Targa's development or expansion of development of land or improvements more particularly described within that Ordinance 2023-026 adopted on August 28, 2023 ("Targa Reinvestment Zone Ordinance") for commercial and industry related uses ("Project");

**WHEREAS**, the City recognizes the positive economic impact the Project will have on the community and desires to offer economic incentives to Targa through a Chapter 380 Economic Development Incentive Agreement attached hereto as **Exhibit A**, to encourage development of the Project which will generate sales taxes, ad valorem property taxes and employment in the community;

**WHEREAS**, the City must consider, as part of any economic incentives, the effect that Targa's substantial development or expansion of development and construction of substantial improvements to real property will have on the City's public infrastructure and transportation systems;

**WHEREAS**, in furtherance of the administration of the Economic Development Program created hereunder, and as more fully provided in the Chapter 380 Agreement attached hereto, Targa Train 10 LLC. has voluntarily agreed to utilization of the Texas Direct Payment Permit for the purchase of material and services for the Facility pursuant to Texas Tax Code § 151.417 in the development, construction, maintenance and operation of the Facility in order to generate additional use tax revenue for the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONT BELVIEU, TEXAS:**

**Section 1.** All of the recitals stated above and in the Chapter 380 Agreement attached hereto are found to be true and correct.

**Section 2.** There is hereby created an Economic Development Program within the City applicable to the Land, which land is more fully described within the Reinvestment Zone Ordinances, and according to the terms and conditions of the Chapter 380 Agreement attached hereto and incorporated herein for all purposes.

**Section 3.** The Mayor of the City is hereby authorized to execute the Chapter 380 Agreement attached hereto as **Exhibit A**.

**Section 4.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or the Chapter 380 Agreement attached hereto, be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance, or the 380 Agreement as a whole or any part or provisions thereof, other than the part so declared to be invalid, illegal or unconstitutional.

**Section 5.** This Ordinance shall take effect immediately on the Effective Date of the Chapter 380 Agreement attached hereto and after the passage and the publication of the caption of this Ordinance.

**PASSED and APPROVED** on this, the 13th day of January, 2025.

\_\_\_\_\_  
Joey McWilliams, Mayor

**ATTEST:**

\_\_\_\_\_  
Allison Dunning, City Secretary

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

BETWEEN

THE CITY OF MONT BELVIEU, TEXAS

AND

**Targa Train 10 LLC**

STATE OF TEXAS

COUNTY OF CHAMBERS

This Chapter 380 Economic Development Incentive Agreement (this “Agreement”) is made, entered and executed between the CITY OF MONT BELVIEU, TEXAS, a home rule municipality located in Chambers County, Texas (“City”) and **Targa Train 10 LLC** (the “Company”), acting by and through their respective authorized officers and representatives. The City and the Company are sometimes referred to singularly herein as a “Party” and sometimes referred jointly as the “Parties”.

**RECITALS**

WHEREAS, the Company will construct, own, maintain and operate (which includes the purchase of materials and services for the initial construction of) substantial improvements (the “Project”) on the real property within the City for the development of a new NGL fractionation train at the existing facility in Mont Belvieu, Texas (the “Facility”); and

WHEREAS, the Company is a qualified holder of a Texas Direct Payment Permit issued by the Comptroller of Public Accounts of the State of Texas (“Comptroller”) pursuant to Texas Tax Code §§ 151.418-151.419, which authorizes the Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of the Company’s taxable purchases and allows the Company to provide a blanket exemption certificate covering all future sales of taxable items to sellers who sell, lease, or rent said taxable items to the Company.

WHEREAS, to generate local use tax revenue for the City that would otherwise not be available to the City, the Company has proposed utilization of the Texas Direct Payment Permit for the purchase of material and services for the Facility pursuant to Texas Tax Code § 151.417 and has further requested that the City establish a program under Chapter 380 of the Texas Local Government Code to encourage and induce a stream of additional local use tax revenues to the City; and

WHEREAS, in the development, construction, maintenance and operation of the Facility, the Company desires to situs new property and services to the City that will generate additional use tax revenue for the City; and

WHEREAS, the City finds that the attraction of new business activity to the City will promote economic development, stimulate commercial activity, generate additional use tax and will enhance the tax base and economic vitality of the City; and

WHEREAS, the City is authorized by Article 52-a Texas Constitution along with the Texas Local

Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code and by Ordinance to encourage and induce the generation of new local use tax revenues; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will have a direct positive and measurable economic benefit for the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

**1. ARTICLE I: AUTHORITY**

1.1. The City’s execution and performance of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and by Ordinance No. 2023-036. The Company’s execution and performance of this Agreement has been duly authorized by its members.

**2. ARTICLE II: DEFINITIONS**

2.1. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

2.1.1. “Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, “control,” when used with respect to any person or entity, means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

2.1.2. “City” shall mean the City of Mont Belvieu, Texas.

2.1.3. “Company” shall mean **Targa Train 10 LLC**.

2.1.4. “Commencement Date” shall mean November 1, 2024.

2.1.5. “Effective Date” shall mean the later to occur of November 1, 2024, or the first day of the month following the month in which the Company’s Direct Payment Permit from the Texas Comptroller’s Office first becomes effective.

2.1.6. “Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (100) business days after such appointment is initially made,

any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (100) business days after the filing thereof.

2.1.7. “Force Majeure” shall mean an event or occurrence caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Company, the Project; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require the Company to settle any such strike or labor dispute), explosions, breakdown or failure of the facility machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns or the foregoing for inspections repairs, maintenance or breach of any electronic firewalls), inability to obtain, renew or extend franchises, licenses or permits. Loss interruption, curtailment or failure to obtain electricity, gas steam, water wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Company to ship or failure of carriers to transport electricity from the Company’s Facility or other facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Company has no reasonable control and which forbids or prevents performance.

2.1.8. “Grant” shall mean periodic payments made to the Company by the City from lawfully available funds.

2.1.9. “Grant Period” shall mean a full calendar month, Grant rebates may be filed for on a semi-annual basis beginning the later to occur of December 11, 2023, or the first day of the month, six months following the month in which the Company’s Direct Payment Permit from the Texas Comptroller’s Office first becomes effective.

2.1.10. “Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the City.

2.1.11. “Program” means the economic development program established by the City pursuant to this Agreement, as authorized by Section 380.001 of the Texas Local Government Code and by Ordinance.

2.1.12. “Use Tax Receipts” shall mean the City’s receipts from the State of Texas from the collection of: (i) one half of one percent (.5%) use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the imposition of use tax on the Company associated with the issuance of the Company’s Texas Direct Payment for Taxable Items used or consumed in the City.

2.1.13. “Use Tax Certificate” shall mean a certificate or other statement in form reasonably acceptable to the City setting forth the Company’s payment of use tax imposed by City and received by the City from the State of Texas, for the use of Taxable Items by the Company in the City of Mont Belvieu, Texas for the applicable Grant Period which are to be used to determine the Company’s

eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

2.1.14. “Taxable Items” shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

2.1.15. “Texas Direct Payment Permit” or “Direct Payment Permit” shall mean the permit issued to the Company by the Comptroller pursuant to Texas Tax Code §§ 151.418-151.419, which authorizes the Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of the Company’s taxable purchases and allows the Company to provide a blanket exemption certificate covering all future sales of taxable items to sellers who sell, lease, or rent said taxable items to the Company.

### **3. ARTICLE III: TERM**

3.1. Term. The term of this Agreement shall begin on the Effective Date and continue until the fourth-year anniversary date of the Commencement Date (the “Anniversary Date”), unless sooner terminated as provided herein. This Agreement shall be automatically renewed for two successive two-year periods, unless written notice is provided by either party requesting termination of this Agreement within ninety (90) days of each anniversary date.

3.2. Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party’s annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party.

### **4. ARTICLE IV: ECONOMIC DEVELOPMENT GRANT**

4.1. Grant. Subject to the Company’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to a maximum of 50% of the use tax paid to the City and attributed to the imposition of use tax on the Company associated with the issuance of the Company’s Texas Direct Payment for Taxable Items used or consumed in the City (the “Grant”). The Company, in its sole discretion, may waive its right to receive all or any part of any grant payment by notifying the City in writing of its intent to waive its rights to such grant payment. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

4.2. Grant Payment. The City shall, on or before the last day of the month in which each anniversary of the Effective Date occurs, and only after receipt of the actual monthly Use Tax Receipts for the Use Tax Receipt Certificate for the Grant Period covered by a Use Tax Certificate submitted by the Company pursuant to Section 5.1, pay the Grant for the applicable calendar year to the Company, or as directed by the Company.

4.3. Amended Returns. In event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as determined by or as approved by the State of Texas affecting the Use Tax Receipts for a previous calendar month, the Grant Payment for the calendar month immediately

following such State approved amendment shall be adjusted accordingly, provided the City has received Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Company shall provide the City with a copy of such amended use tax report or return, and the approval thereof by the State of Texas.

4.4. Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of Use Tax paid to the City exceeds the correct amount of Use Tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may at its option adjust the Grant payment for the calendar month immediately following such State of Texas determination to deduct therefrom the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide the Company with a copy of such determination by the State of Texas.

## **5. ARTICLE V: CONDITIONS TO THE ECONOMIC DEVELOPMENT GRANT**

5.1. Use Tax Certificate. The Conditions contained in this Article V are conditions precedent to the City's obligation to make any Grant payment. During the term of this Agreement, the Company shall within thirty (30) days after the end of each calendar month, provide the City with a Use Tax Certificate. The City shall have no duty to calculate the Use Tax Receipts or determine the Company's entitlement to any Grant or pay any Grant during the term of this Agreement until such time as the Company has provided the City a Use Tax Certificate and the City has received the actual Use Tax Receipts from the State of Texas. At the request of the City, the Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to the Company's Direct Payment Permit. The Use Tax Certificate shall at a minimum contain, include or be accompanied by the following:

5.1.1. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports; use tax audit assessments, including amended use tax returns or reports, filed by the Company for the Grant Period showing use tax paid directly to the State of Texas related to the Company's operations for the Grant Period;

5.1.2. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period;

The City agrees to the extent allowed by law to maintain the confidentiality of the Use Tax Certificate.

5.2. As a condition to the payment of any Grant hereunder, the City shall have received a Use Tax Certificate for the Grant Period for which payment of a Grant is requested and received the actual Use Tax Receipts for the Grant Period.

5.3. The Company shall issue Its Texas Direct Payment Permit to vendors providing Taxable Items.

5.4. The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit which permit shall be kept in full force and effect throughout the term of the Agreement.

5.5. The Company shall not have an uncured breach or default of this Agreement.

**6. ARTICLE VI: TERMINATION**

6.1. This Agreement may be terminated upon any one of the following:

6.1.1. by mutual written agreement of the parties;

6.1.2. by the City or the Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by non-breaching party;

6.1.3. by the City, if any Impositions owed to the City or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or impositions);

6.1.4. by the City, if the Company suffers an Event of Bankruptcy or Insolvency;

6.1.5. by the City, if the Company's Texas Direct Payment Permit is revoked or cancelled by the Comptroller pursuant to Texas Tax Code § 151.420 or if the Company's Texas Direct Payment Permit is relinquished pursuant to Texas Tax Code § 151.421.

6.1.6. by the City or the Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

6.1.7. expiration of the term.

The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the termination of this Agreement except for any obligations that accrue prior to such termination.

**7. ARTICLE VII: MISCELLANEOUS**

7.1. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2. Limitation of Liability. It is understood and agreed between the parties that the Company and the City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, Liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

7.3. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

7.4. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt

requested, addressed to the party at the address set forth below (or such other address as such party may subsequently in writing) or on the day actually received if sent by courier or otherwise hand delivered or sent via fax.

If intended for the City, to:

Attn: Brian Winningham  
City of Mont Belvieu  
P.O. Box 1048  
Mont Belvieu, TX 77580

With a copy to:

J. Grady Randle  
City Attorney  
Randle Law Office Ltd, LLP  
820 Gessner Road, Suite 1570  
Houston, Texas 77024

If intended for the Company, to:

Attn: Dorothy Pearson  
Targa Train 10 LLC  
Senior Director – Operational Tax  
811 Louisiana St. Suite 2100  
Houston, TX 77002

7.6. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.7. Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in the City of Mont Belvieu, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in the Chambers County, Texas.

7.8. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10. Recitals. The recitals to this Agreement are incorporated herein.

7.11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.12. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.13. Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. The City and the Company shall share the costs of mediation equally. The mediation shall be held in Harris County, Texas, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

7.14. Assignment. The Company may assign this Agreement to an Affiliate provided that: (i) such Affiliate must have a Direct Payment Permit; and (ii) the Company shall provide written notice of such assignment to the City. Except as otherwise provided in the immediately preceding sentence, no rights, duties, obligations, interest or options of a Party under this Agreement may be assigned or otherwise made available to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

7.15. Public Information. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with [Texas Government Code Chapter 552 et seq.](#), as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

7.16. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess or collect funds, or create a sinking fund.

7.17. Sovereign Immunity Acknowledged and Retained. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE CITY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT THE CITY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.**

**ACKNOWLEDGMENTS**

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MONT BELVIEU, TEXAS

By: \_\_\_\_\_  
Joey McWilliams, Mayor

ATTEST:

BY: \_\_\_\_\_  
Allison Dunning, City Secretary

STATE OF TEXAS           §

COUNTY OF CHAMBERS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Joey McWilliams, Mayor of the City of Mont Belvieu, Texas, a home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGMENTS**

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Targa Train 10 LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §

COUNTY OF CHAMBERS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, [name/title] of Targa Train 10 LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas



## CITY OF MONT BELVIEU

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### *Planning & Development*

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### *City Council* AGENDA REPORT

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To:	Prepared By: Tristan Lyons
Meeting Date: January 13, 2025	Prepared for: Planning & Development
Agenda Item Number: H.4	Department: Planning & Development
Subject: Discussion of and possible action on approval of the Site Plan and Architectural Review of Gas Station No. One (1) in relation to an approved Development Agreement.	Meeting Body: City Council

#### **Item Summary:**

Planning Commission Recommendation: Approval

#### **Description:**

This is a request for the site plan and architectural review and approval of a proposed Gas Station. The proposed construction will occur on approximately 0.55 acres of land located across from City hall along FM 565 that is currently developed as a Valero Gas Station (see Exhibit A). The proposal is to raze the existing development and replace it with the proposed development.

The proposed gas station (Station No. 1) is a part of an approved development agreement between the owners of the subject property, Momentum Investment Inc., the owners of the undeveloped property at the southeastern corner of Eagle Drive and Cottonwood Drive (Station No. 2), Cottonwood Corner LLC, and the City of Mont Belvieu. In this development agreement, there are a couple conditions which are summarized below:

- Allow the landowner to curb cut a driveway up to 45 feet in width for a gas station.
- The City acknowledges that due a variance approval in 2014, that the landowners began to develop a gas station facility at Station No. 2 before the numerical limitation on gas stations in the Village Mixed Use zoning district was adopted (2020). Therefore, numerical limitations shall not apply to the proposed new gas station (Station No. 2) at the corner of Eagle Drive and Cottonwood Drive, but Station No. 2 must still get a Special Use Permit approved.- The existing Station No. 1 at the subject property must be razed and rebuilt in an architectural and masonry style similar to other new developments in the City of Mont

Belvieu.

- Station No. 2 cannot begin construction until the existing Station No. 1 at the subject property has commenced razing.
- The “Effective Date” of the development agreement shall be the date upon which the City Council of the City of Mont Belvieu approves and adopts the Land Owners’ project site plans, landscaping plans, and architectural evaluations, after the performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission.

The site plan (see Exhibit B) shows the construction of a gas station at approximately 3,945 square feet. The primary materials for the building will be brick and Thinstone veneer. The building will be one (1) story in height (~25 feet) (see Exhibit C).

The entire site includes 23 parking spaces, with two (2) wheelchair-accessible spaces. The parking is split between the building and the canopy, having 15 parking spots along the building, and eight (8) under the canopy next to the fueling stations. The proposed parking plan meets the number of off-street spaces and wheelchair-accessible spaces required for the building. The proposed landscaping meets the standards outlined in Sections 42-165. The site’s stormwater runoff and drainage are not changing since the proposed impervious coverage will remain the same as before.

#### Findings:

##### Development Standards

- **Setbacks.** The site will be located within the Village Mixed Use District and the plan shows compliance with the setback requirements.
- **Lot Size.** The subject property is 0.55 acres and exceeds these standards.
- **Parking.** The proposed gas station will have 23 total parking spaces with two (2) wheelchair accessible spaces. The site plan exceeds the City’s parking requirements.
- **Architecture.** The overall renderings and prescribed materials meet the City’s specifications for material types and architectural relief, and meets the intent of the development agreement.
- **Photometric Analysis.** All night lighting will be contained on-site. Staff will ensure adequate shielding and/or visors are continually used to prevent light trespass into adjacent properties.
- **Landscaping.** The site’s landscaping includes a combination of Crepe Myrtles, and Japanese boxwood shrubs. The proposed landscaping will meet City’s prescribed requirements.
- **Traffic Impact Analysis.** No traffic impact analysis was required for this development. The proposed use will remain as a gas station and the access points to the subject property will remain the same as before. This was approved by the City Engineer.
- **Signage.** All signage shall be reviewed and approved by the City prior to any installations.

**Staff Recommendation:**

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Fiscal Note Information Included:

Supporting Documents Included: Yes

Staff Recommendation Included: Yes

**FISCAL NOTE**

AGENDA ITEM NUMBER: 1042

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

[Development\\_Agreement\\_\\_Gas\\_Stations.pdf](#)  
[Station 1 Site plan & Landscaping.pdf](#)  
[Station 1 elevations.pdf](#)  
[Vicinity map.pdf](#)

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT (this “Agreement”)** is made by and between the **City of Mont Belvieu, Texas**, a home rule municipal corporation of the State of Texas (the “City” or “City”) and both **Momentum Investment Inc.** and **Cottonwood Corner, LLC** (each, a “Landowner” or, collectively, the “Landowners”). The City and the Landowners may be referred to collectively herein as the “Parties” and each may be referred to individually as a “Party.”

**RECITALS**

**WHEREAS**, the Landowners own certain parcels of real property in Chambers County, Texas, which are located within the city limits of the City of Mont Belvieu, Chambers County, Texas, and which have been depicted in the attached and incorporated **Exhibit A** which has been made a part hereof for all purposes (collectively, the “Landowner Property”); and

**WHEREAS**, the Parties acknowledge that the City is a home rule municipality and has the authority to enter into this Agreement; and

**WHEREAS**, the Parties wish to enter this Agreement to formalize certain lawful terms and considerations of the Parties in matters related to the Landowner Property as such Landowner Property is eligible to be the subject of a development agreement under Section 212.172 of the Texas Local Government Code (the “Code”); and

**WHEREAS**, the Landowner Property is situated in the Village Mixed Use zoning district (the “VMU District”), which – in accordance with subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances, in relevant part passed and adopted by the City on or about June 22, 2020, under Ordinance No. 2020-010, which provides for special use, by numerical limitation, to allow for two (2) gas or fill station establishments to be in the VMU District at any given time;

**WHEREAS**, the Landowner Property falls within the VMU District and, thereby, the numerical limitations placed on the number of gas or fill station establishments directly affects the Landowners and the Landowner Property; and

**WHEREAS**, the Landowners intend to raze the property located at 2928 F.M. 565, Mont Belvieu, Chambers County, Texas 77523, defined herein this Agreement as the “Valero Gas Station,” and, in its place, rebuild and reconstruct a similarly situated gas station at the Valero Gas Station, in accordance with the provisions of this Agreement and as depicted in the City’s [MONT BELVIEU MAIN - LIVABLE CENTERS STUDY], which has been attached and incorporated hereto as **Exhibit B**, and thereby not impacting the numerical limitations prescribed in the VMU District; and

**WHEREAS**, in addition to that razing and reconstruction, the Landowners desire to build and construct another gas station facility at an approximate location of Cotton Wood Drive and Eagle Drive, as depicted in **Exhibit A** and more particularly described herein, in accordance with the provisions of this Agreement and **Exhibit B**; and

**WHEREAS**, as the City’s Board of Adjustment granted a variance to the Landowners for this gas station facility to the City’s adoption of the numerical limitations found in Ordinance No.

2020-010, enacted on or about June 22, 2020, the City now wishes to acknowledge that the construction of this gas station facility began prior to and predated the imposition of those numerical limitation prescriptions of the VMU District; and

**WHEREAS**, the Parties acknowledge that this Agreement is binding upon the City, the Landowners (both separately and collectively), and their respective successors and assigns; and

**WHEREAS**, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each Party.

### **AGREEMENT**

**NOW THEREFORE, for and in consideration of the premises and mutual promises, obligations, covenants, and benefits contained herein, the City and the Landowners contract and agree to as follows:**

#### **ARTICLE 1 INCORPORATION OF RECITALS**

- 1.1 The recitals, as set forth above, are declared true and correct and are hereby incorporated as a part of this Agreement.

#### **ARTICLE 2 DEFINITIONS**

- 2.1 The terms “Agreement,” “City,” “Code,” “Landowner,” “Landowners,” “Landowner Property,” “Party,” “Parties,” and “VMU District” shall have the meanings provided for them in the introductory paragraphs and recitals above.
- 2.2 All other terms in this Agreement shall be provided those meanings assigned herein or as is otherwise obvious or stated.

#### **ARTICLE 3 INCORPORATION OF EXHIBITS**

- 3.1 The Exhibits identified in this Agreement are incorporated herein, for all purposes, by reference and made a part of this Agreement hereof. Those documents Exhibits shall – for all purposes – be considered and regarded as part of the Agreement itself.

#### **ARTICLE 4 AFFECTED PROPERTIES**

- 4.1 **“Landowner Property”** shall mean those parcels of real property located in Chambers County, Texas, being approximately upon which Gas Station No. 1 and Gas Station No. 2 are located, more specifically described and defined as:

- 4.1.1 The **“Valero Gas Station”** shall mean that parcel of real property located within the Landowner Property more specifically described as:

Landowner: **Momentum Investment Inc.**

1470 First Colony Boulevard  
Sugar Land, Texas 77479

Physical Address: 2928 F.M. 565  
Mont Belvieu, Chambers County, Texas 77523

Legal Description: 12 TR 262A-0-1 H GRIFFITH VALERO  
(Parcel ID No. 24417)

- 4.1.2 The “**New Construction Gas Station**” shall mean that parcel of real property located within the Landowner Property more specifically described as:

Landowner: **Cottonwood Corner, LLC**  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

Physical Address: [Not Currently Designated]

Legal Description: Commercial B Cotton Wood Estates Phase 1  
(Parcel ID No. 45365)

## ARTICLE 5 CONDITIONS PRECEDENT

- 5.1 *Agreement Rendered Void; Automatic Termination.* Prior to this Agreement becoming effective, each Landowner’s project site plan, landscaping plan, and architectural evaluations must be formally adopted by the City Council of the City of Mont Belvieu, after performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission. If the City Council of the City of Mont Belvieu does not approve and adopt the Landowners’ project site plans, landscaping plans, and architectural evaluations for both Gas Station No. 1 and Gas Station No. 2, this Agreement shall automatically be rendered void and terminated without need of any further action taken by the Parties.
- 5.2 *Effective Date.* The “**Effective Date**” of this Agreement shall be the date upon which the City Council of the City of Mont Belvieu approves and adopts the Landowners’ project site plans, landscaping plans, and architectural evaluations, after performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission.
- 5.3 *Condition Precedent for the Construction of Gas Station No. 2.* Landowners may raze and reconstruct Gas Station No. 1, subject to the conditions provided herein, but Landowners shall not commence construction of Gas Station No. 2 without first commencing the razing of Gas Station No. 1, as shall be determined by the City’s City Planner and memorialized, in writing, to Landowners. Pursuant to subsection (3) of Sec. 42-277. – “Decision-making bodies and officials,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances, the City’s City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas Station No. 2, with those decisions being limited to the scope of the conditions provided herein this Agreement.

**ARTICLE 6**  
**GAS STATION NO. 1 CONDITIONS**

- 6.1 The Landowners shall raze the structure located on the Landowner Property at the Valero Gas Station in the VMU District and, in its place, subject to the required review and approval of the Landowners' project site plans, landscaping plans, and architectural evaluations by the City's Planning and Zoning Commission and the City Council of the City of Mont Belvieu, shall construct a similarly situated gas station facility known as "**Gas Station No. 1**" as depicted in and in accordance with Exhibit C and the terms and conditions of this Agreement.
- 6.2 By and through this Agreement, the City recognizes and acknowledges that the razing of the structure located at the Valero Gas Station and the construction of Gas Station No. 1 does not impact the numerical limitations contained in subsection (c)(3) of Sec. 42-188. – "Village mixed use (VMU) district regulations." of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City's Code of Ordinances, in relevant part passed and adopted by the City on or about June 22, 2020, under Ordinance No. 2020-010.
- 6.3 In consideration of the proximity of the Valero Gas Station to City developments in, around, and adjacent to the Valero Gas Station, the Parties agree that one of the primary purposes of this Agreement is to provide for consistency, quality, and uniformity between Gas Station No. 1 and the City's developments in, around, and adjacent to the Valero Gas Station and certainty as to the regulatory requirements applicable to the development, construction, and appearance of Gas Station No. 1. Moreover, the Parties agree and acknowledge that the razing of the existing gas station facility and the construction of Gas Station No. 1 protects and conserves the value of land throughout the City and the value of buildings upon that land; minimizes the conflicts among various uses of land and buildings; and, balances the protection of community resources with the need to promote economic development and protect individual property rights.
- 6.4 In exchange for the Landowners developing, constructing, and causing Gas Station No. 1 to appear uniform and like those City developments in, around, and adjacent to the Valero Gas Station, by the terms of this Agreement, the Parties intend to establish development rules and regulations which will ensure quality, unified development with those City developments in, around, and adjacent to the Valero Gas Station, yet afford the Landowners predictability of regulatory requirements throughout the term of this Agreement.
- 6.5 For purposes of determining which development regulations apply to Gas Station No. 1, the Parties agree that any City ordinance, whether heretofore or hereafter adopted, that addresses matters that are directly covered by this Agreement, shall not be enforced as to the Valero Gas Station, except to the extent expressed in this Agreement, and that the provisions of this Agreement govern development of Gas Station No. 1. In determining which development regulations apply to Gas Station No. 1, as those requirements related to those Village mixed use (VMU) district regulations appear in Chapter 42 – Zoning of the City's Code of Ordinances, pursuant to subsection (3) of Sec. 42-277. – "Decision-making bodies and officials," Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City's Code of Ordinances, the City's City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas

Station No. 1, with those decisions being limited to the scope of the conditions provided herein this Agreement. The City’s City Planner shall have the authority to determine the application of the requirements contained herein, as those requirements relate to signage, landscaping, and nonresidential setbacks, to ensure the uniformity of appearance between Gas Station No. 1 and the City’s developments in, around, and adjacent to the Valero Gas Station. More specifically, the City’s City Planner may provide, at his discretion, reasonable flexibility in his application of the following requirements:

CONDITIONS	CODE OF ORDINANCES	REQUIREMENT
Signage	Sec. 42-225(11)(j), Article IV – Special Use Regulations, Chapter 42 - Zoning	Landowner shall be allowed to install two (2) freestanding monument signs at the Valero Gas Station as a part of Gas Station No. 1.
Landscaping	Sec. 42-165, Division 1 – Generally, Article III – District Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances	The City Planner shall have administrative authority to coordinate appropriate landscaping requirements with Landowner based on conditions of the landscaping currently in place at the Valero Gas Station. Landscaping must be consistent with that other landscaping in, around, and adjacent to the Valero Gas Station. The Landowner shall be required to adhere to the City’s landscaping standards.
Nonresidential Setbacks	Sec. 42-163(b)(2). Division 1 – Generally, Article III – District Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances	Those rear and side setbacks for that Gas Station No. 1 at the Valero Gas Station shall be reduced – overall – to no less than a minimum of five (5) feet.

6.6 Notwithstanding the foregoing provisions of this Section, the Parties agree that the City’s review fees and inspection fees, as the City may uniformly amend them from time-to-time, shall be applied to the Landowner Property, specifically the Valero Gas Station and Gas Station No. 1.

**ARTICLE 7  
GAS STATION NO. 2 CONDITIONS**

7.1 For purposes of subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances, the City recognizes and acknowledges that the Landowners began plans to develop a gas station facility on the Landowner Property at the New Construction Gas Station, known as “**Gas Station No. 2,**” in the VMU District, as depicted in and in accordance with Exhibit D, before June 22, 2020, as evidenced by the partial variance granted to the Landowners for the New Construction Gas Station on or about March 6, 2014, which has been attached and incorporated hereto as Exhibit E, allowing the Landowner to curb cut a driveway up to forty-five (45) feet in width, thereby providing an access point to the New Construction Gas Station (**the “Variance”**).

7.2 For purposes of Sec. 42-282. – “Effect of variance permit.” of Chapter 42 – Zoning, Article VI. – Administration and Procedures of the City’s Code of Ordinances, this Agreement serves as the Landowners’ written request for an extension of that Variance, in so far as may be required to satisfy those requirements contained in the City’s Code of Ordinances. Only upon approval of the Landowners’ architectural and site plans by the City’s City

Planner and without necessitating additional notices or hearings, in recognition of those provided for in the past, the Variance shall be extended for twelve (12) months upon the execution of and from the Effective Date of this Agreement due to circumstances outside the control of the Landowners and good cause shown. This extension of the Variance requires that the Landowners curb cut a driveway up to forty-five (45) feet in width at the New Construction Gas Station within twelve (12) months from the Effective Date of this Agreement. Should the Landowners fail to do so, the Variance shall be rendered null and void.

- 7.3 By and through this Agreement, the City acknowledges that the development of Gas Station No. 2 began prior to the passage of Ordinance No. 2020-010 codified, in part, as subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances (**the “Numerical Limitations”**). As such, the City does not recognize and shall not apply those Numerical Limitations to Gas Station No. 2, thereby not affecting and not causing to be affected the numerical limitations placed upon the VMU District.
- 7.4 Given the nature of Gas Station No. 2 as a gas station facility located in the VMU District, Gas Station No. 2 shall be subject to that specific criteria outlined in subsection (11) of Sec. 42-225. – “Supplementary use standards.,” Article IV. – Special Use Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances. No permit shall be issued for Gas Station No. 2 unless Gas Station No. 2 is in compliance with that specific criteria outlined therein. This shall include the application for a special use permit for that development for and use of land of Gas Station No. 2, as those requirements can be found in Sec. 42-283. – “Special use permits,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances.
- 7.5 Pursuant to subsection (3) of Sec. 42-277. – “Decision-making bodies and officials,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances, the City’s City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas Station No. 2 at New Construction Gas Station on the Landowner Property, with those decisions being limited to the scope of the conditions provided herein this Agreement.
- 7.6 Notwithstanding the terms, conditions, and other provisions contained herein, the New Construction Gas Station and Gas Station No. 2 shall be subject and required to adhere to all other applicable standards, rules, and regulations found in the City’s Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning found therein. The Parties agree and acknowledge that the construction of the gas station facility known as Gas Station No. 2 protects and conserves the value of land throughout the City and the value of buildings upon that land; minimizes the conflicts among various uses of land and buildings; and, balances the protection of community resources with the need to promote economic development and protect individual property rights.

## ARTICLE 8 STANDARDS, RULES, AND REGULATIONS

- 8.1 Notwithstanding the terms, conditions, and other provisions contained herein this Agreement, Landowners shall adhere to all applicable standards, rules, and regulations found in the City’s Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning

found therein, as they may apply to Landowners or the Landowner Property. Nothing in this Agreement shall be construed as a waiver by the City of its ability to enforce any standard, rule, or regulation against the Landowner or Landowner Property pursuant to its Code of Ordinances.

- 8.2 Notwithstanding the terms, conditions, and other provisions contained herein this Agreement, Landowners are prohibited from using the Landowner Property, Gas Station No. 1, or Gas Station No. 2 as a gambling hall, parlor, or other establishment for gaming, including but not limited to eight-liners, card tables, and slot machines for prizes. Moreover, the Landowner Property, Gas Station No. 1, and Gas Station No. 2 shall be restricted by hours of operation and shall be prohibited from operating twenty-four (24) hours a day.
- 8.3 Nothing herein this Agreement shall be construed as to vest any rights of Landowners or in the Landowners' development of the Landowner Property, Gas Station No. 1, or Gas Station No. 2. Landowners and the Landowners' development of the Landowner Property, Gas Station No. 1, and Gas Station No. 2 shall be subject and required to adhere to all applicable standards, rules, and regulations found in the City's Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning found therein, as amended, in effect as of the Effective Date of this Agreement.
- 8.4 Nothing herein shall be construed as the City's future consent or approval for any other additional building or construction requirements as to the Landowner Property, Gas Station No. 1, or Gas Station No. 2 or for any other approvals as may be required of the City.

#### **ARTICLE 9 MAINTENANCE OF IMPROVEMENTS**

- 9.1 The Landowners shall maintain the Landowner Property, Gas Station No. 1, Gas Station No. 2, and all related improvements at their sole cost and expense.

#### **ARTICLE 10 DEFAULT**

- 10.1 A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- 10.2 Unless otherwise expressly provided in this Agreement, each obligation of a Party is independent of any other obligation, and performance of such obligation shall not be conditioned upon the performance of any obligation of the other Party.
- 10.3 Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party who has allegedly failed to perform. Such notification shall specify the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to

constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each Party shall have the affirmative obligation to mitigate its damages in the event of a default. Because of the nature of this Agreement and the difficulty in quantifying damages, any breach of this Agreement may result in irreparable damage for which there is not an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, a Party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security and shall be entitled to attorney's fees and costs.

- 10.4 If a Party fails to perform any obligation, after the notice and opportunity to cure provided in Section 10.3 of this Agreement, then the non-defaulting Party may cure the default and recover from the defaulting Party the cost of the cure.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 *Force Majeure.* In the event either Party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the reasonable anticipation or control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. The term "*force majeure*," as used herein, shall explicitly exclude epidemics, pandemics, and any resulting effects deriving thereof, whether listed above or not.
- 11.2 *Approvals and Consents.* Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents. Approvals and consents shall not be unreasonably withheld, conditioned, or delayed.
- 11.3 *Address and Notice.* Any notice to be given under this Agreement shall be given in writing, addressed to the Party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested or by messenger delivery. Notice by mail shall be effective

three days after depositing mail with the United States postal service. Notice given in any other manner shall be effective upon receipt by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as follows:

**If to the City, to:**

**City of Mont Belvieu**  
*Attn: City Manager, Brian Winningham*  
P.O. Box 1048  
Mont Belvieu, Texas 77580

**With a copy to:**

**Randle Law Office Ltd.,  
L.L.P.**  
*Attn: J. Grady Randle*  
820 Gessner, Suite 1570  
Houston, Texas 77024-4494

**If to the Landowners, to:**

**Momentum Investment, Inc.**  
*Attn: Rasheed Dhuka*  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

**Cottonwood Corner, LLC**  
*Attn: Nooruddin Khawja*  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

The Parties shall have the right from time-to-time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

- 11.4 *Assignability: Successors and Assigns.* All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no force or effect.
- 11.5 *No Additional Waiver Implied.* The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.
- 11.6 *Reservation of Rights.* All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
- 11.7 *Parties in Interest.* This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties, except as specifically provided herein.
- 11.8 *Merger.* This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties, or agreements between the Parties covering the subject matter of this Agreement.
- 11.9 *Modification.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Landowner.
- 11.10 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or

liabilities of the Parties or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

- 11.11 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.
- 11.12 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.
- 11.13 *Invalid Provisions.* If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.
- 11.14 *Laws Governing.* This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in or with jurisdiction over Chambers County, Texas.
- 11.15 *Effective Date.* This Agreement shall be and become effective on the Effective Date.
- 11.16 *Memorandum of Agreement.* The Parties hereby acknowledge and agree that the City may record, in the Real Property Records of Chambers County, Texas, a memorandum of this Agreement after the same is executed by the Parties and approved by the City.
- 11.17 *Time of Essence.* Time is of the essence in the performance of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

**IN WITNESS WHEREOF**, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the dates subscribed below:

**CITY:**

**CITY OF MONT BELVIEU, TEXAS**

By: *Brian Winningham*  
**Brian Winningham, City Manager**

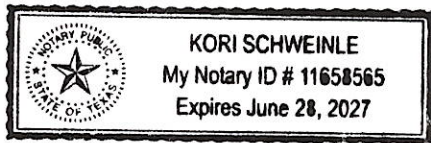
**Date of Execution by the CITY OF MONT  
BELVIEU, TEXAS:**  
August 30, 2023

**ATTEST:**

By: *Kori Schweinle*  
**Kori Schweinle, City Secretary**

**STATE OF TEXAS** §  
§  
**CHAMBERS COUNTY** §  
§

This instrument was acknowledged before me on the 30<sup>th</sup> day of August 2023, by **Brian Winningham, City Manager, City of Mont Belvieu, Texas**, on behalf of said municipal corporation.



*Kori Schweinle*  
**NOTARY PUBLIC, State of Texas**

**LANDOWNERS:**

**MOMENTUM INVESTMENT, INC.**

Rasheed Dhuka, *President*

Date of Execution by Momentum Investment, Inc.: 7-17-, 2023

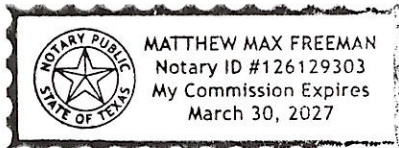
COTTONWOOD CORNER, LLC

By: [Signature]  
Nooruddin Khawja, *President*

Date of Execution by Cottonwood Corner, LLC: 7-17-, 2023

STATE OF TEXAS §  
§  
CHAMBERS COUNTY §

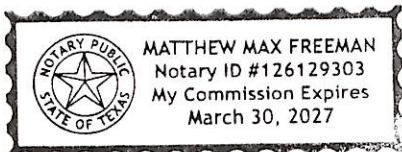
This instrument was acknowledged before me on the 17 day of July 2023, by Rasheed Dhuka, *President*, Momentum Investment, Inc., on behalf of said company.



[Signature]  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §  
§  
CHAMBERS COUNTY §

This instrument was acknowledged before me on the 17 day of July 2023, by Nooruddin Khawja, *President*, Cottonwood Corner, LLC, on behalf of said company.



[Signature]  
NOTARY PUBLIC, State of Texas

# Commercial B Cotton Wood Estates Phase 1



Parcel ID  
45365

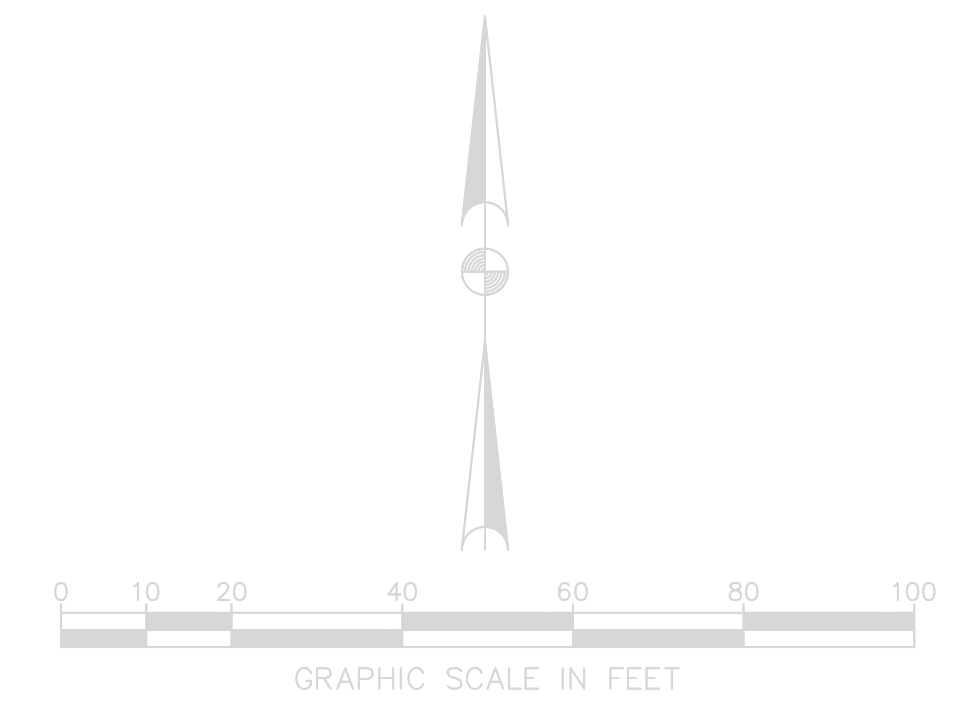
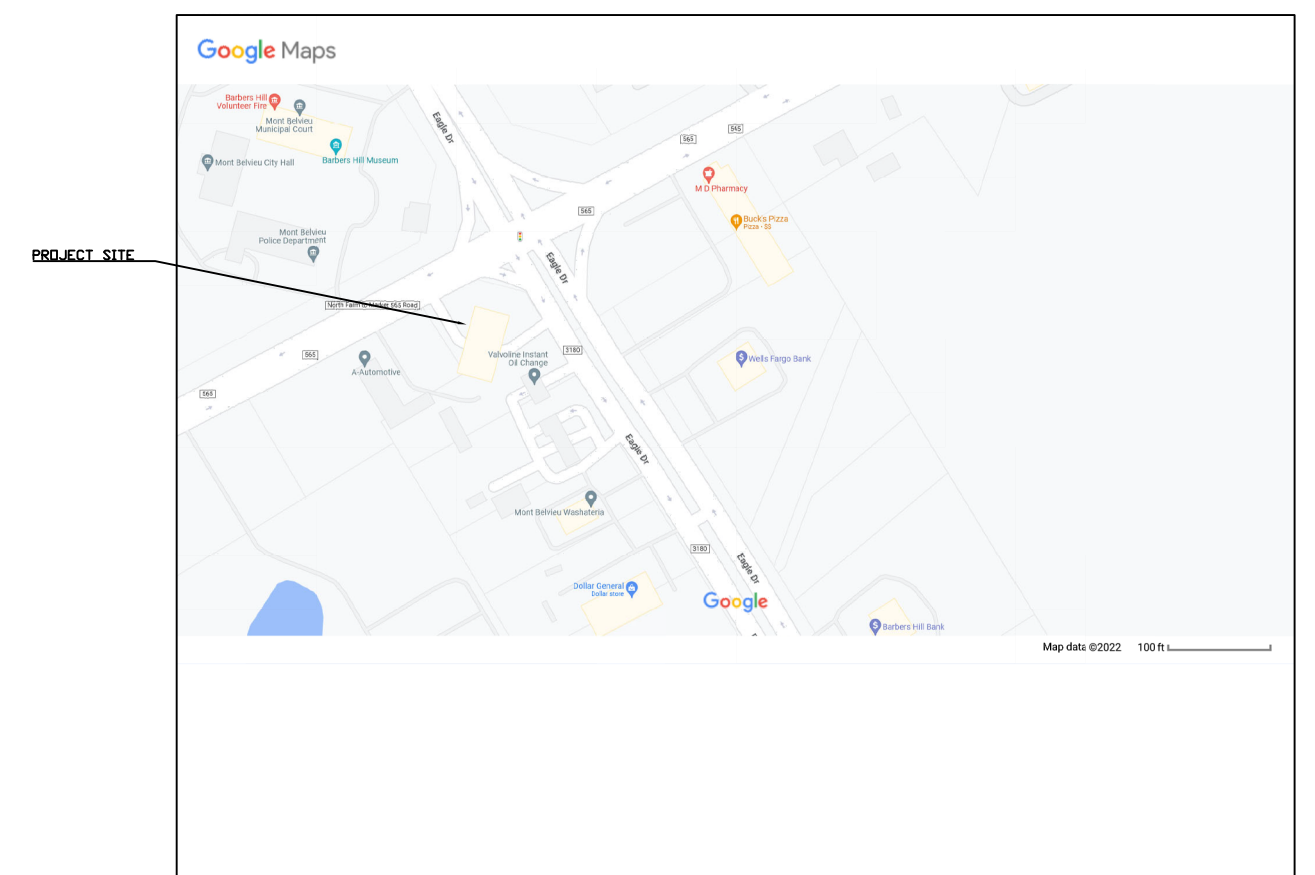
Legend  
Tax Parcels

12 TR 262A-0-1 H Griffith Valero

Parcel ID  
24417

Legend  
Tax Parcels





- SITE NOTES**
1. DUMPSTER AREA
  2. 4" PARKING STRIPES
  3. 6" CONCRETE FILLED BOLLARDS
  4. LANDSCAPING AREA
  5. 6" CONCRETE CURBS
  6. BUILDING SET BACK LINES
  7. SLOPED ADA COMPLIANT.
  11. UNDERGROUND FUEL TANK
  12. MONUMENT SIGN 6' TALL X 8' WIDE W/ STONE VENEER BASE.
  13. POLE MOUNTED SITE LIGHTING

0.5506 ACRES (23,985 SQUARE FEET) OF LAND OUT OF THE HENRY GRIFFITH LEAGUE, ABSTRACT NO. 12, CHAMBERS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED TRACT 3, RECORDED IN/UNDER C.C.C.F. NO. 2021-508119 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS.

**CITY NOTES:**  
LANDSCAPE DESIGN AND COMPLIANCE REVIEW SHEET COMMERCIAL ESTABLISHMENT AND PUBLIC BUILDINGS.

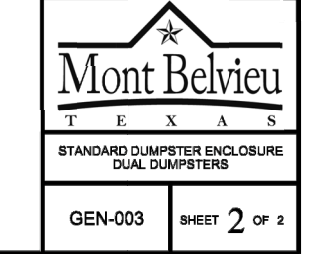
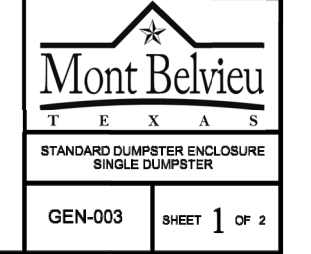
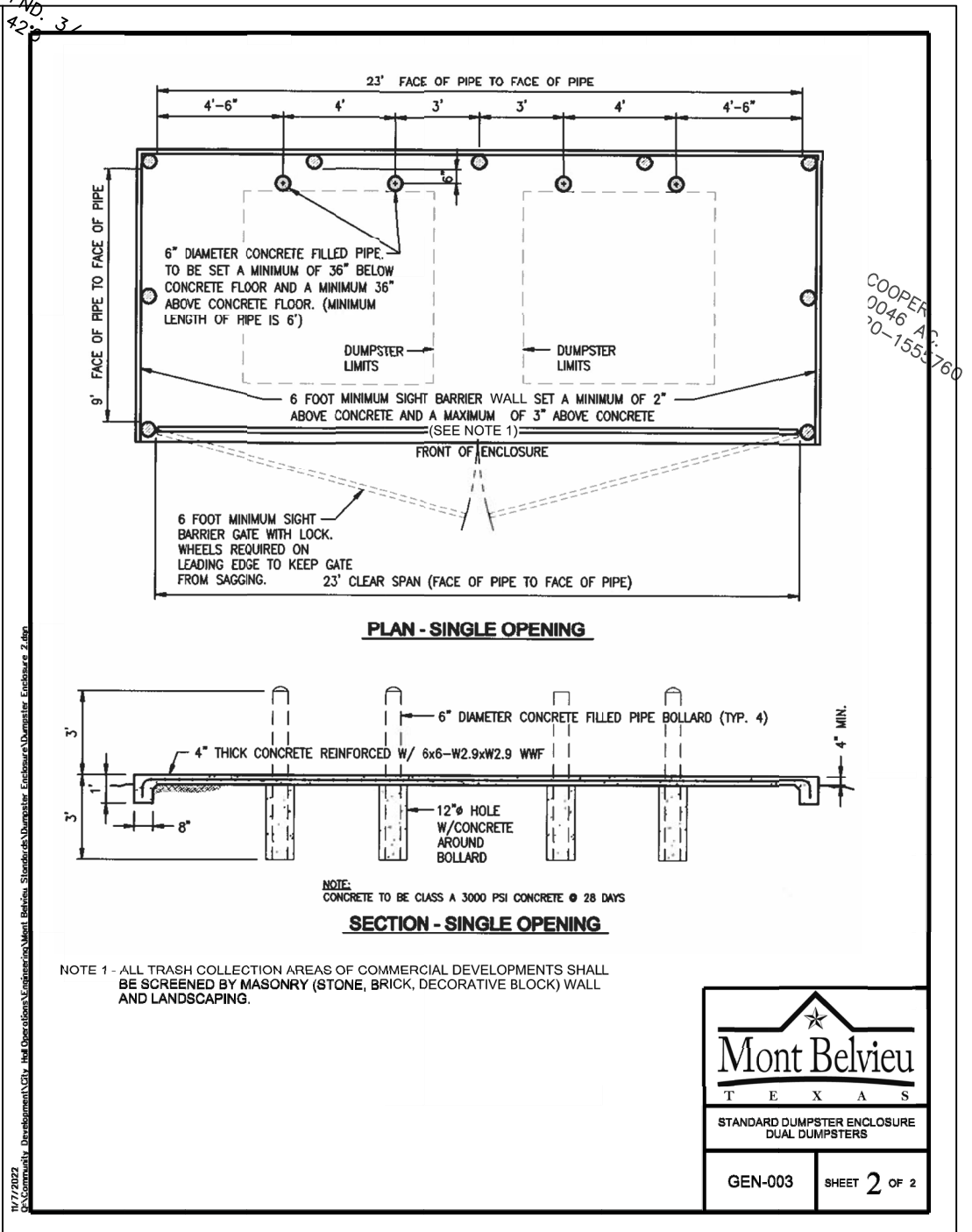
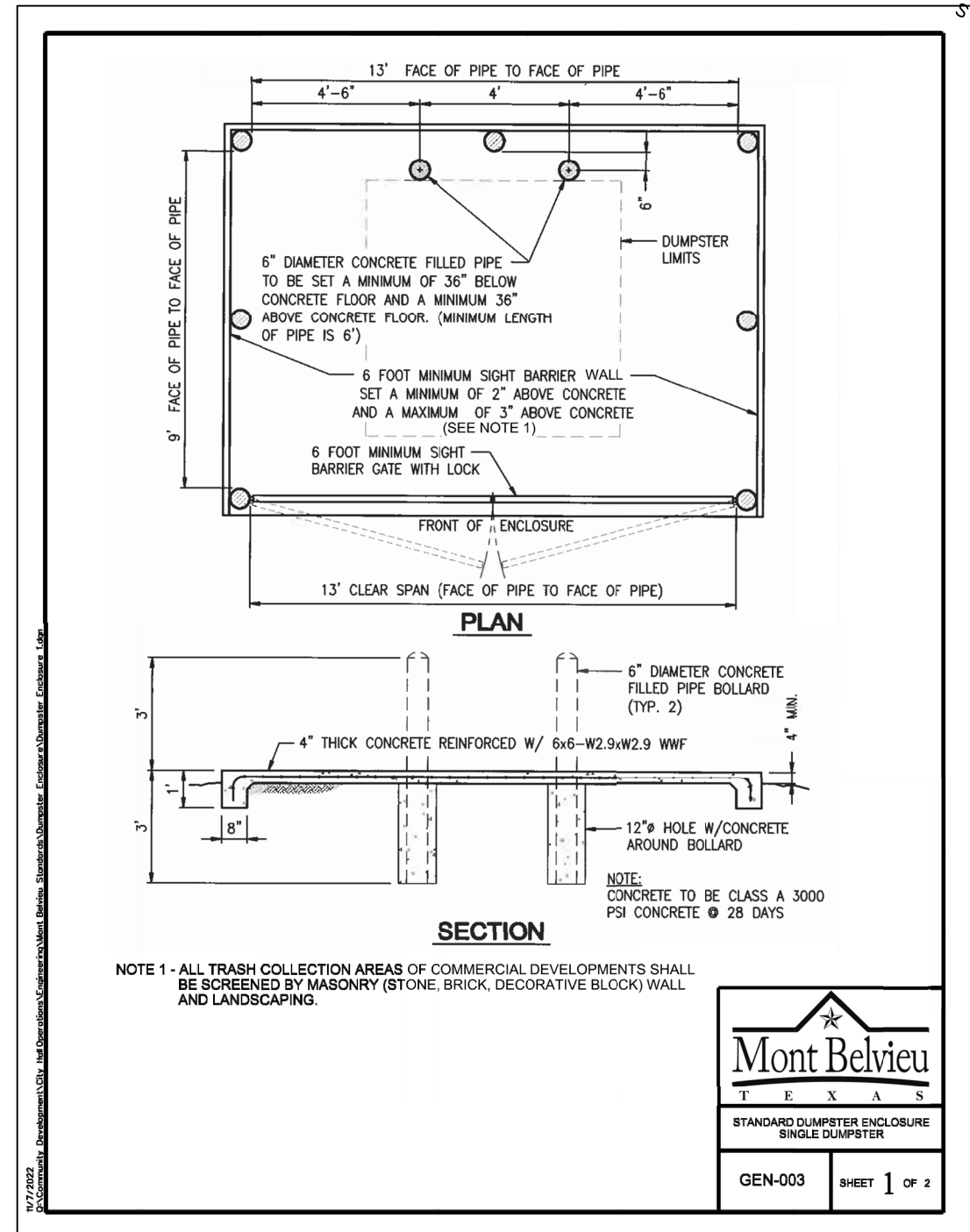
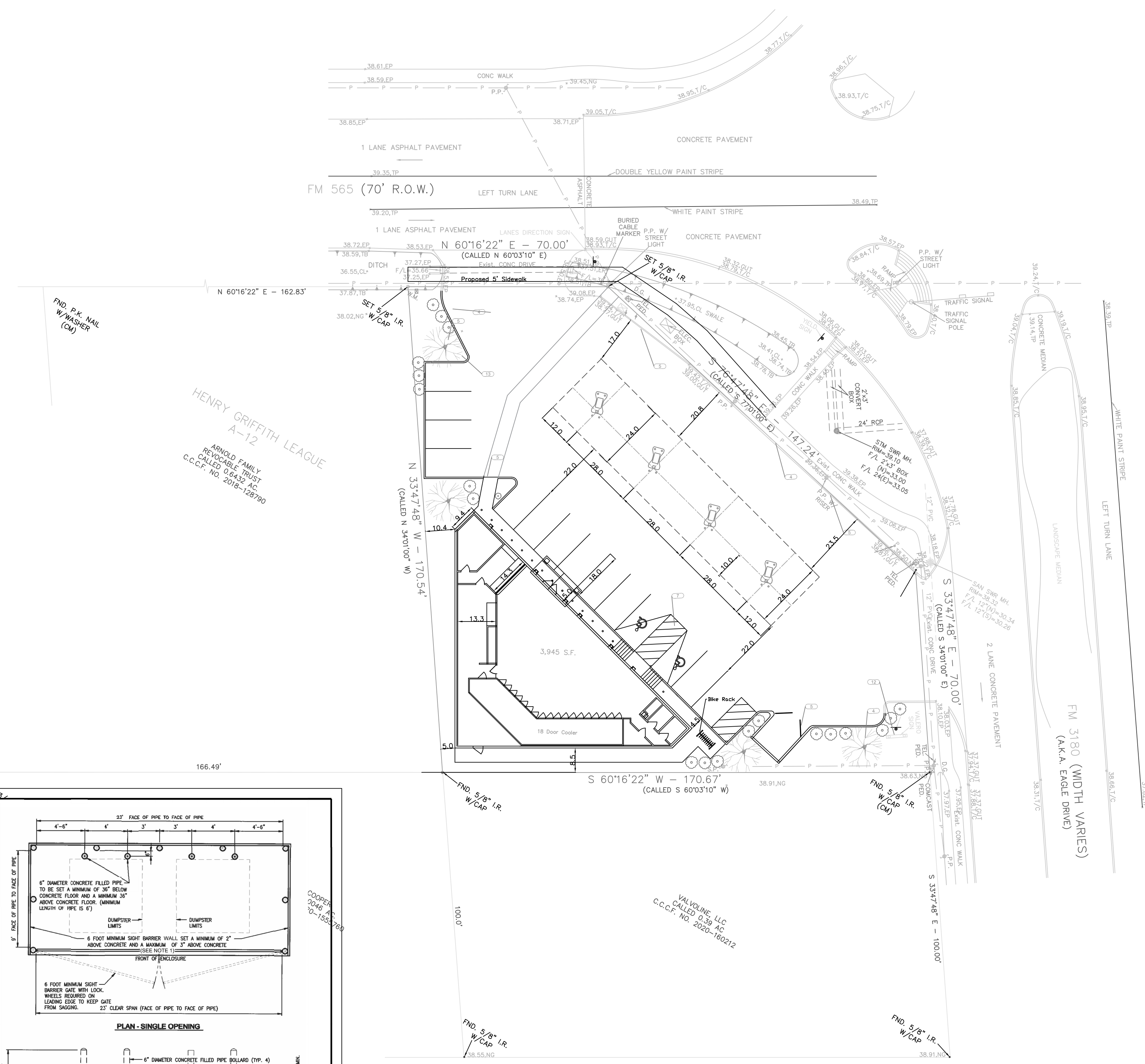
OVERALL SITE AREA = 23,985 S.F.  
TOTAL LANDSCAPING REQUIRED 20% = 4,797  
TOTAL LANDSCAPING PROVIDED 16.14% = 3,871.48

ZONING  
GLOBAL FUELS = MIXED USE (VMU)

**PARKING CALCULATIONS:**  
COMMERCIAL - UNDER SECTION 42-164 OFF STREET PARKING REQUIREMENTS  
42-164 (3)(D)(1)  
200 SF = 1 PARKING SPACE REQUIRED  
3,945 S.F. / 200 = 20 SPACES REQUIRED

**PARKING SPACES PROVIDED**  
11 @ FRONT OF BUILDING  
4 @ RIGHT SIDE OF BUILDING  
8 @ FUEL CANOPY

TOTAL PROVIDED = 23



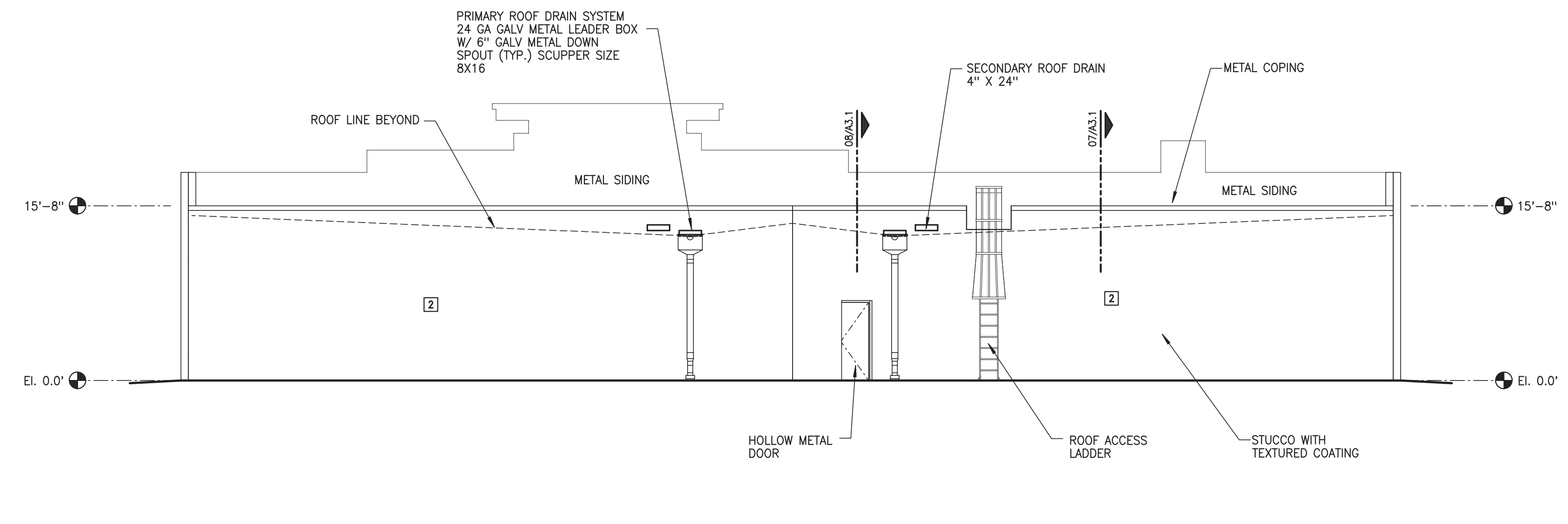
EXTERIOR FINISH SCHEDULE		
MARK	FINISH	SELECTION
1	ACRYLIC TEXTURED COATING	SELECTION BY OWNER
2	ACRYLIC TEXTURED COATING	SELECTION BY OWNER
3	ACRYLIC TEXTURED COATING	SELECTION BY OWNER
4	THINSTONE VENEER	SELECTION BY OWNER
5	BRICK VENEER	SELECTION BY OWNER

EXTERIOR METAL FINISH SCHEDULE	
MARK	SELECTION
◇	Dark Brown or Owner's choice.

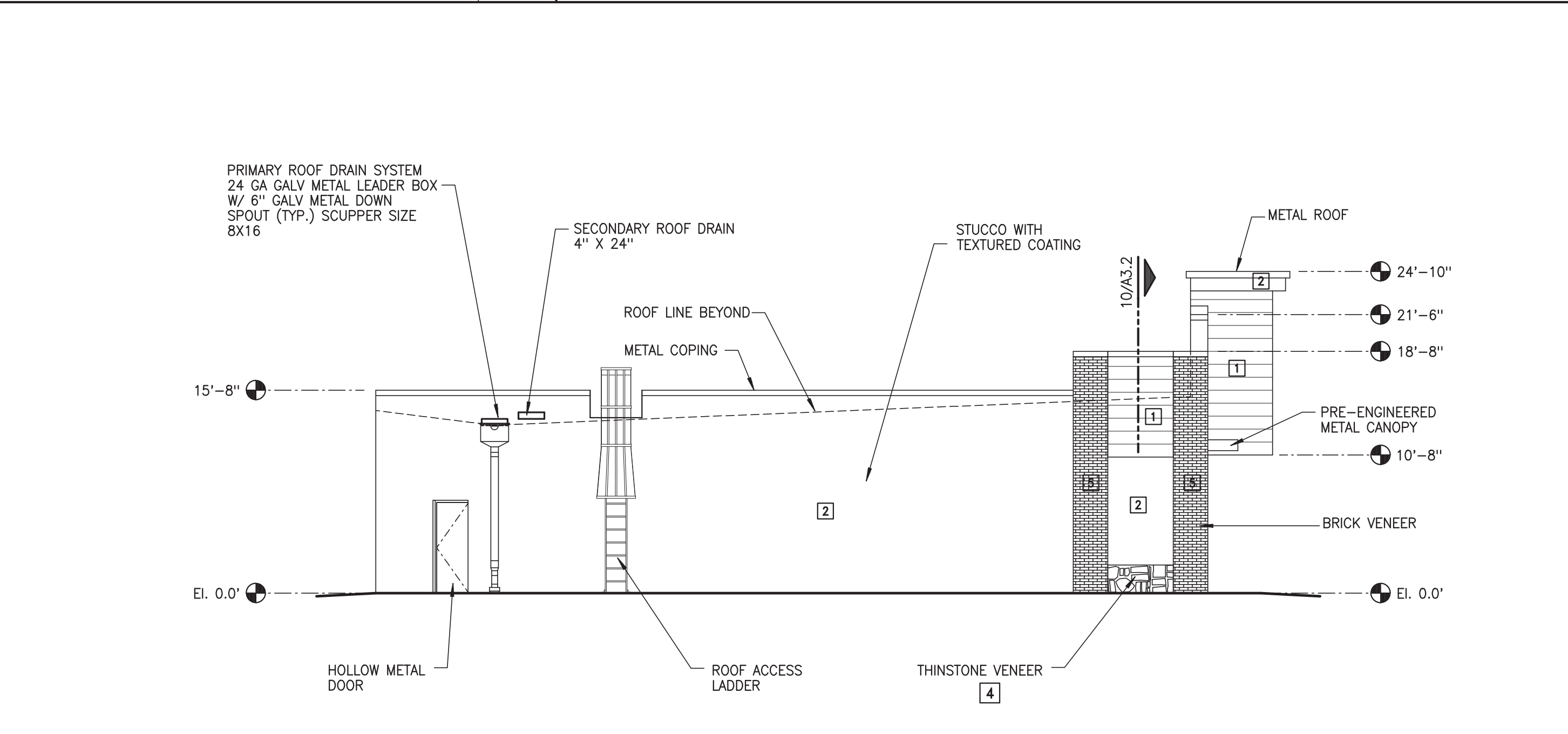
GLASS SCHEDULE			
MARK	LOCATION	GLASS TYPE	GLASS SELECTION
A	WINDOWS	1" COATED, TINTED	PPG Solarban 60 (2) Solargray + clear
			U-VALUE SHGC
			0.27 0.25
B	ENTRY DOORS	1/4" TINTED	PPG Solargray
			U-VALUE SHGC
			0.83 0.40

GLAZING NOTE:  
ALL GLAZING TO BE TEMPERED GLAZING  
PER SECTION 2406.4.1 2018 IBC

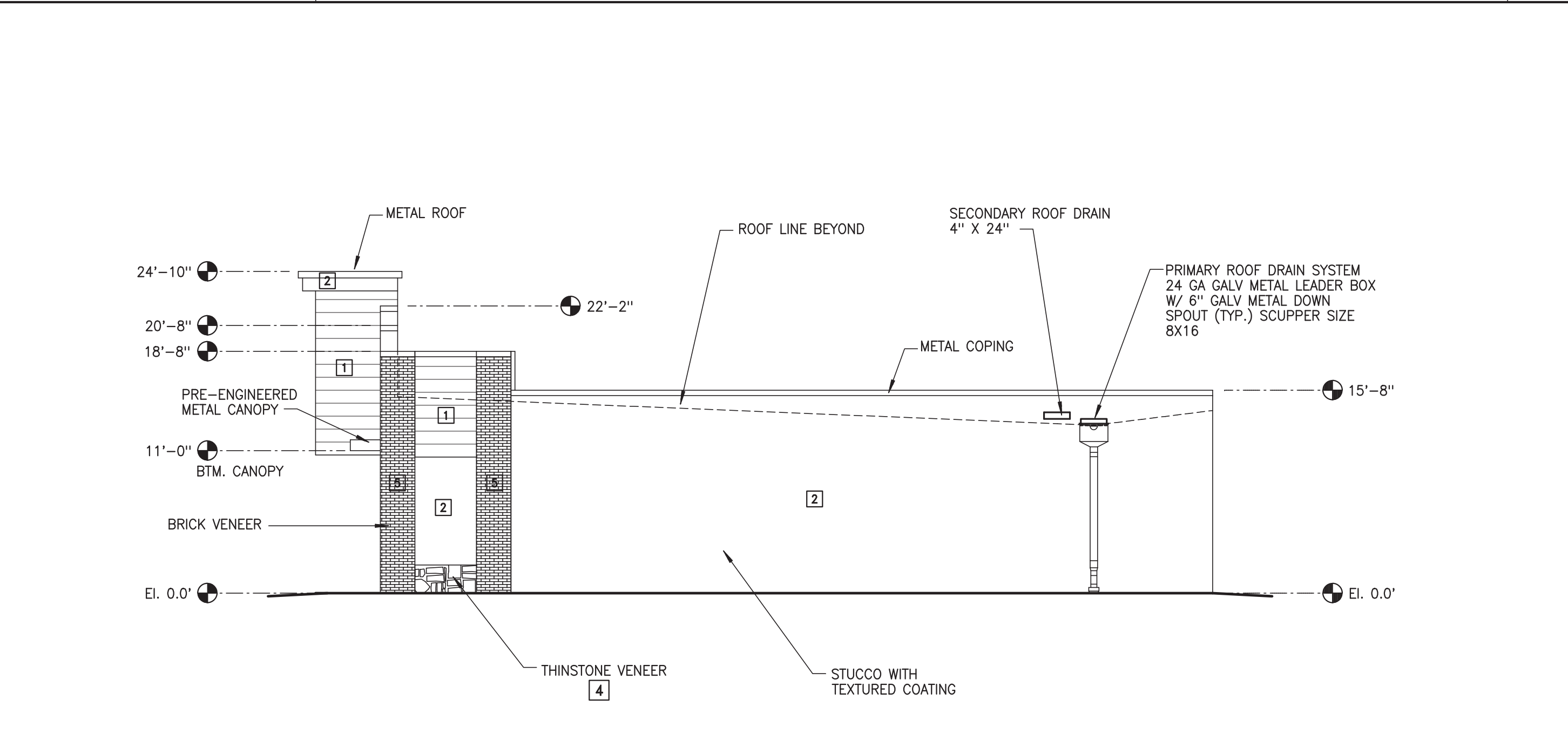
SCHEDULES **06**



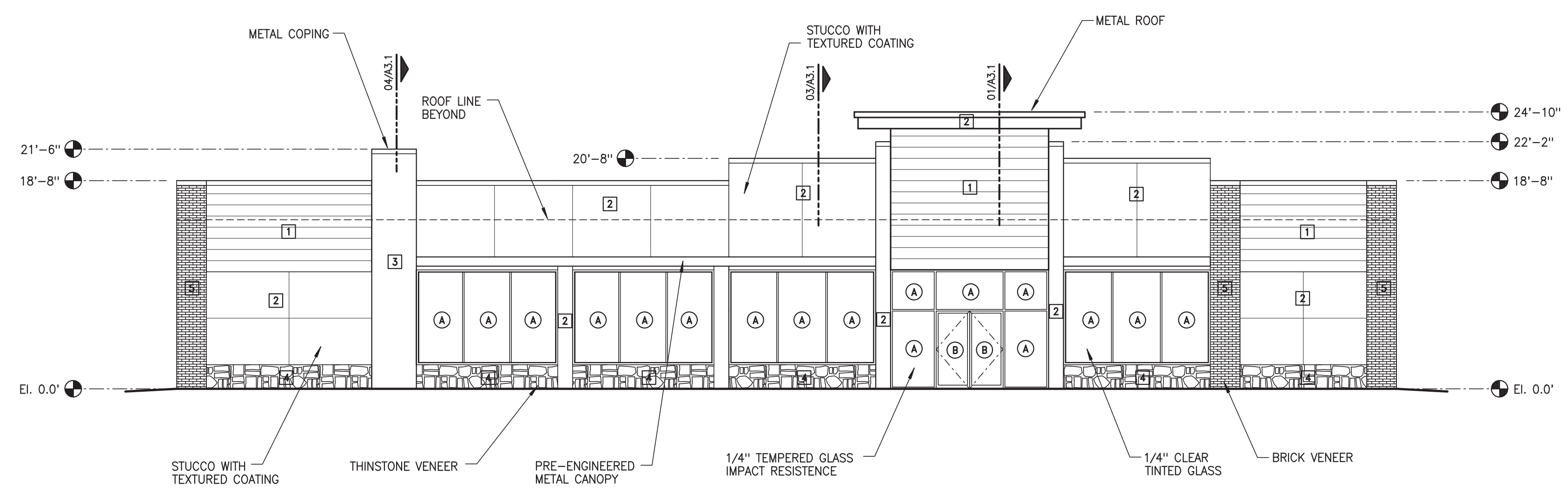
REAR ELEVATION **03** 3/16" = 1'-0"



SIDE ELEVATION **05** 1/8" = 1'-0"



SIDE ELEVATION **02** 1/8" = 1'-0"



ENTRANCE ELEVATION **01** 1/8" = 1'-0"

NO.	DATE	ISSUE
	04/01/24	PERMIT & CONSTRUCTION

GLOBAL FUELS  
C-STORE  
  
2928 FM 565  
MONT BELVIEU, TX 77523

BUILDING ELEVATIONS

FM0224/S0 **A3.0**




Parcel ID  
45365

N FM 565

EAGLE DR

Legend

 Tax Parcels

Legal Description: 12 TR 262A-0-1 H GRIFFITH VALERO



CITY OF MONT BELVIEU

Planning & Development

City Council
AGENDA REPORT

To: Prepared By: Tristan Lyons
Meeting Date: January 13, 2025 Prepared for: Planning & Development
Agenda Item Number: H.5 Department: Planning & Development
Subject: Discussion of and possible action on approval of the Site Plan and Architectural Review and a Special Use Permit for Gas Station No. Two (2) in relation to an approved Development Agreement. Meeting Body: City Council

Item Summary:

Planning Commission Recommendation: Approval with the following considerations:

- Fuel delivery times should be limited to times outside regular school or rush hour traffic congestion times.
- Fuel delivery vehicles should be limited in size to prevent large fuel trailers from encroaching on Eagle Drive or Langston Boulevard.

Description:

This request is for review and approval of the special use permit, site plan and architecture review of the proposed gas station in the southeast corner of Eagle Drive and Cottonwood Drive. The site will have ingress and egress along the northern corner of Cottonwood Drive and a shared driveway with Hakeem Olajuwon's development, which is directly south of the subject property, which connects to Eagle Drive.

The proposed gas station (Station No. 2) is a part of an approved development agreement between the owners of the subject property, Cottonwood Corner LLC, the property owner of the Valero gas station (Station No. 1) at the corner of FM 565 and Eagle Drive, Momentum Investment Inc., and the City of Mont Belvieu. In this development agreement, there are a couple conditions which are summarized below:

- Allow the landowner to curb cut a driveway up to 45 feet in width for a gas station.
- The City acknowledges that due a variance approval in 2014, that the landowners began to develop a gas station facility at Station No. 2 before the numerical limitation on gas

stations in the Village Mixed Use zoning district was adopted (2020). Therefore, numerical limitations shall not apply to the proposed new gas station (Station No. 2) at the corner of Eagle Drive and Cottonwood Drive, but Station No. 2 must still get a Special Use Permit approved.

- The existing Station No. 1 must be razed and rebuilt in a style similar to other new developments in the City of Mont Belvieu.
- The subject property (Station No. 2) cannot begin construction until the existing Station No. 1 has commenced razing.
- The “Effective Date” of the development agreement shall be the date upon which the City Council of the City of Mont Belvieu approves and adopts the Land Owners’ project site plans, landscaping plans, and architectural evaluations, after the performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission.

The site plan (see Exhibit B) shows the construction of a gas station at approximately 6,552 square feet. The primary materials for the building will be brick and stucco. The building will be one (1) story in height (~26 feet) (see Exhibit C).

The entire site includes 34 parking spaces, with two (2) wheelchair-accessible spaces. The parking is split between the parking areas and the canopy, having 19 parking spots along the building, 10 under the canopy next to the fueling stations, and five (5) parallel spots. The proposed parking plan meets the number of off-street spaces and wheelchair-accessible spaces required for the building. The proposed landscaping meets the standards outlined in Sections 42-165.

The site’s storm water runoff will be provided by the city and the subject property’s drainage is tied into the Cottonwood estate drainage, therefore the proposed development is not required to provide any additional detention.

#### Findings:

##### Development Standards

- Setbacks. The site will be located within the Village Mixed Use District and the plan shows compliance with the setback requirements.
- Lot Size. The subject property is 1.22 acres and exceeds these standards.
- Parking. The proposed gas station will have 34 total parking spaces with two (2) wheelchair accessible spaces. The site plan exceeds the City’s parking requirements.
- Architecture. The overall renderings and prescribed materials meet the City’s specifications for material types and architectural relief, and meets the intent of the development agreement.
- Photometric Analysis. All night lighting will be contained on-site. Staff will ensure adequate shielding and/or visors are continually used to prevent light trespass into adjacent properties.
- Landscaping. The site’s landscaping includes a combination of Oak trees, and Japanese boxwood shrubs. The proposed landscaping will meet City’s prescribed requirements.

- **Traffic Impact Analysis.** No traffic impact analysis was required for this development. However, with the approved variance in place, the City Engineer required the developer to work with the developer of Hakeem’s property to the south to develop a joint access driveway for both developments along Eagle Drive at 45 feet in width. This was approved by the City Engineer.
- **Signage.** All signage shall be reviewed and approved by the City prior to any installations.

The applicant, Cottonwood Corner LLC, is proposing a gas station facility use. According to Sec. 42-188(c)3 of the Code of Ordinances, proposed gas stations require a special use permit in the proposed Village Mixed Use zoning and must meet the Special Use Permit Criteria outlined in Sec. 42-283(c) to be permitted, which is stated below.

Sec. 42-283(c) states that special use permits may not be granted unless the planning and zoning commission makes written findings based directly upon the particular evidence presented to it which support written conclusions that the granting of the special use permit will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public health, safety and well-being, or substantially diminish or impair property values within the neighborhood.

**Special Use Permit Criteria:**

- Not materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located.

This project in no way will be materially detrimental or injurious to other properties or improvements.

- Not impact an adequate supply of light or air to adjacent property.

This Project will not impact the adequate supply of light or air to the adjacent Properties.

- Not substantially increase the congestion in the public streets.

Fuel delivery times need to be considered as to not conflict with school traffic or rush hour congestion. Additionally, limiting the maximum size of fuel delivery trucks should be considered.

- Not increase the danger of fire.

There will not be an increase in the danger of fire.

- Not endanger the public health, safety & well-being.

There will not be any danger to the public health, safety or wellbeing.

- Not substantially diminish or impair property values within the neighborhood.

This project will not diminish or impair neighboring property values.

**Staff Recommendation:**

---

Fiscal Note Information Included:

Supporting Documents Included: Yes

Staff Recommendation Included: Yes

## FISCAL NOTE

AGENDA ITEM NUMBER: 1041

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

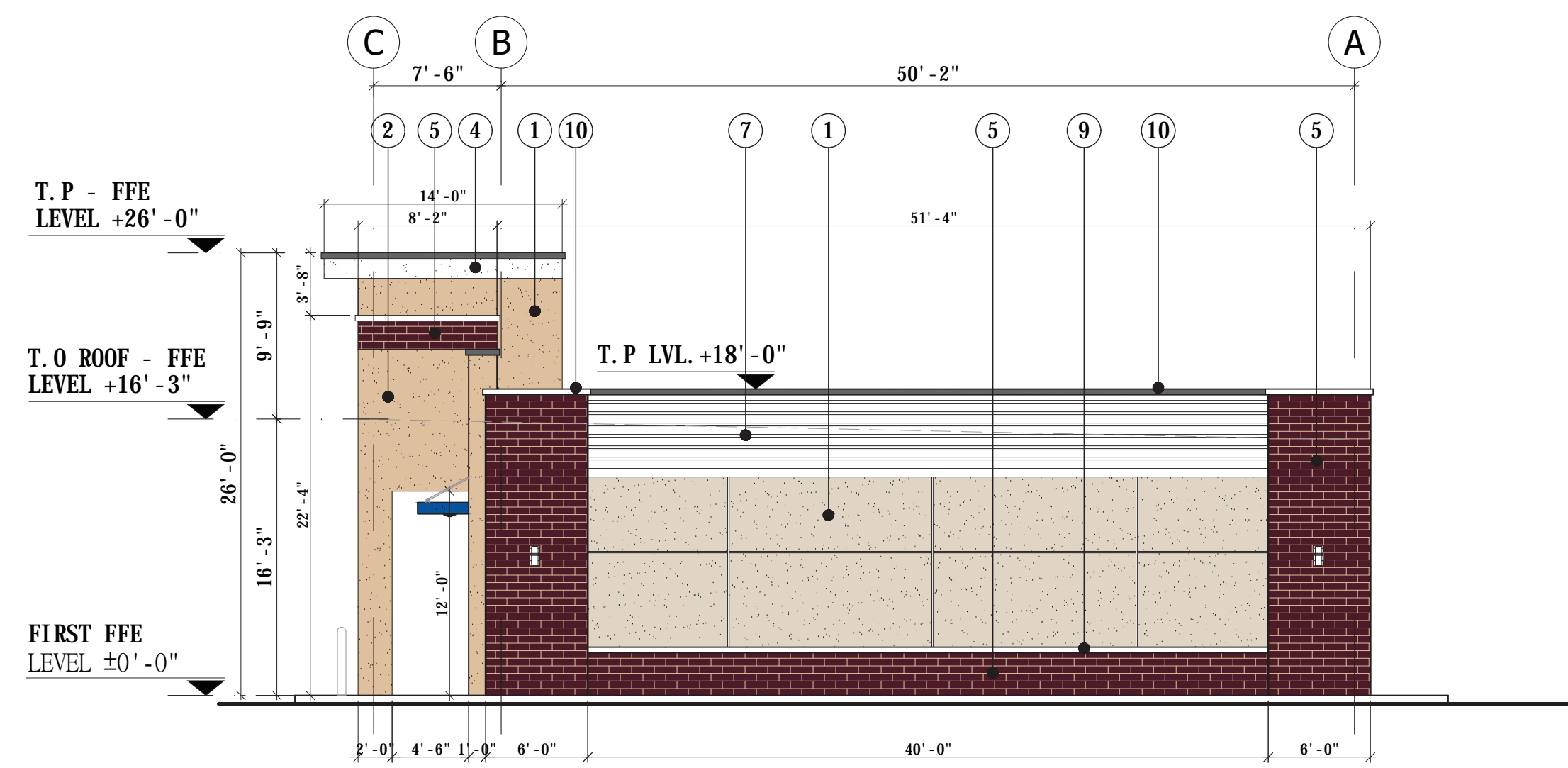
[Exhibit C - Station 2 Elevations.pdf](#)

[Exhibit D - Development Agreement.pdf](#)

[Exhibit A - Vicinity Map with Legal Description of 1.22 acres.pdf](#)

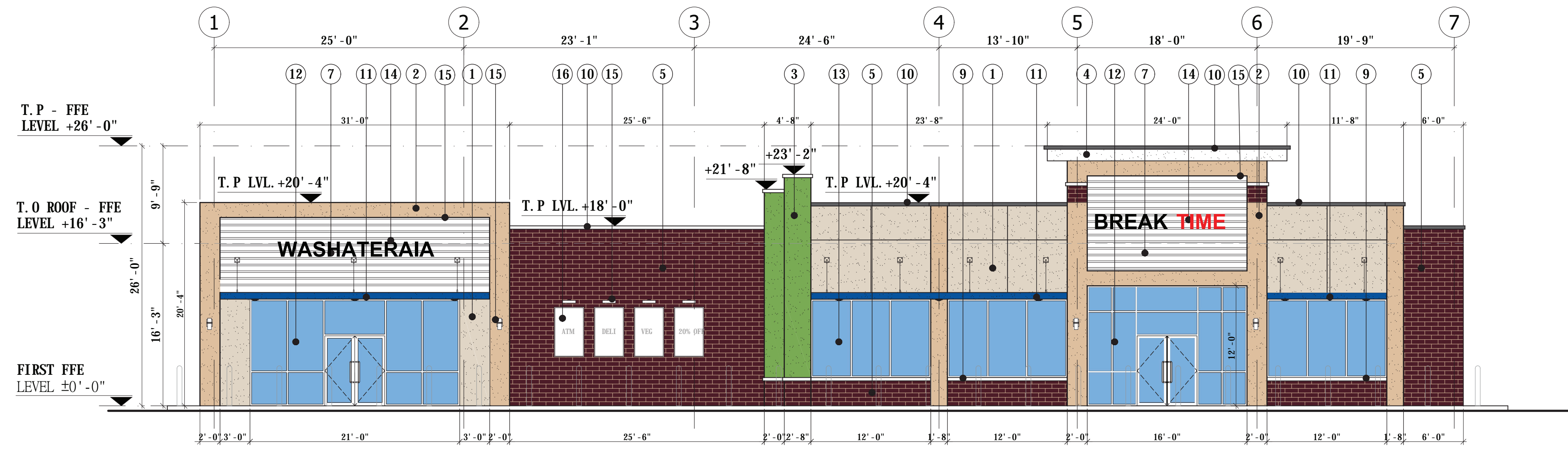
[Exhibit B - Station 2 Proposed Site Plan and Landscaping.pdf](#)

[Ordinance No. 2025-001.docx](#)



### ELEVATION - 2

Scale: 1/8"=1' 0"



### ELEVATION - 1

Scale: 1/8"=1' 0"

### KEYED NOTES

- 1 3/4" STUCCO POLYURATHANE PAINTED FINISH #1 OVER 5/8" DENSGLOSS SHEATHING
- 2 3/4" STUCCO POLYURATHANE PAINTED FINISH #2 OVER 5/8" DENSGLOSS SHEATHING
- 3 3/4" STUCCO POLYURATHANE PAINTED FINISH #3 OVER 5/8" DENSGLOSS SHEATHING
- 4 3/4" STUCCO POLYURATHANE PAINTED FINISH #4 OVER 5/8" DENSGLOSS SHEATHING
- 5 THIN BRICK VENEER OVER 5/8" DENSGLOSS SHEATHING
- 6 WOOD LOOK CERAMIC TILE OVER 5/8" DENSGLOSS SHEATHING (NOT APPLICABLE)
- 7 METAL CORRUGATED PANEL PAINTED FINISH OVER 5/8" DENSGLOSS SHEATHING
- 8 STONE VENEER OVER 5/8" DENSGLOSS SHEATHING (NOT APPLICABLE)
- 9 STONE SILL OVER 5/8" DENSGLOSS SHEATHING
- 10 PARAPET WALL WITH METAL CAP COPING (E. I. F. S. CROW MULDING)
- 11 METAL ENTRANCE CANOPY WITH FIBRE CEMENT PANEL
- 12 2x3' 0"x7'-0", 1/4" CLEAR TEMPERED IMPACT RESISTANT DOOR GLASS, 2"x4 1/2" BRONZED ANODIZED ALUMINUM FRAMES FOR DOORS. (RE: DOOR SCHEDULE)
- 13 1/4" CLEAR TEMPERED GLASS, 2"x4 1/2" BRONZED ANODIZED ALUMINUM FRAMES FOR WINDOWS. (RE: WINDOW SCHEDULE)
- 14 EXTERIOR SIGN BY OWNERS
- 15 LED DROP LIGHT / LED LINEAR LIGHT
- 16 ADVERTISEMENT BOARD
- 17 8" SPLIT FACE CMU BLOCK PAINTYED FINISH
- 18 EXTERIOR HOLLOW CORE METAL DOOR (RE: DOOR SCHEDULE)
- 19 RAIN WATER GUTTER SYSTEM (RE: PLUMBING DRAWING)
- 20 DOWNSPOUT (RE: PLUMBING DRAWINGS)
- 21 WALL PACK LIGHT (RE: ELECTRICAL DRAWINGS)
- 22 CAT LADDER
- 23 EMERGENCY EXIT LIGHT
- 24 ACCESS PANEL DOOR WITH LOCK
- 25 EXTERIOR SHEATHING

### MATERIAL LEGEND

SYMBOL	DESCRIPTION	COLOR
[Symbol]	3/4" STUCCO POLYURATHANE PAINTED FINISH #1	
[Symbol]	3/4" STUCCO POLYURATHANE PAINTED FINISH #2	
[Symbol]	3/4" STUCCO POLYURATHANE PAINTED FINISH #3	
[Symbol]	3/4" STUCCO POLYURATHANE PAINTED FINISH #4	
[Symbol]	THIN BRICK VENEER	
[Symbol]	METAL CORRUGATED PANEL	
[Symbol]	SPLIT CMU BLOCK	

ISSUE FOR:  
 FOR INTER REVIEW ONLY  
 BID ONLY  
 PERMITS SET  
 CONSTRUCTION SET

REVISIONS:		
NO.	DATE	DESCRIPTION



**GLOBAL FUELS - GAS STATION**  
 LOCATED AT  
**7976 EAGLE DR. MONT BELVIEU, TEXAS 77523**

### IMPORTANT NOTES

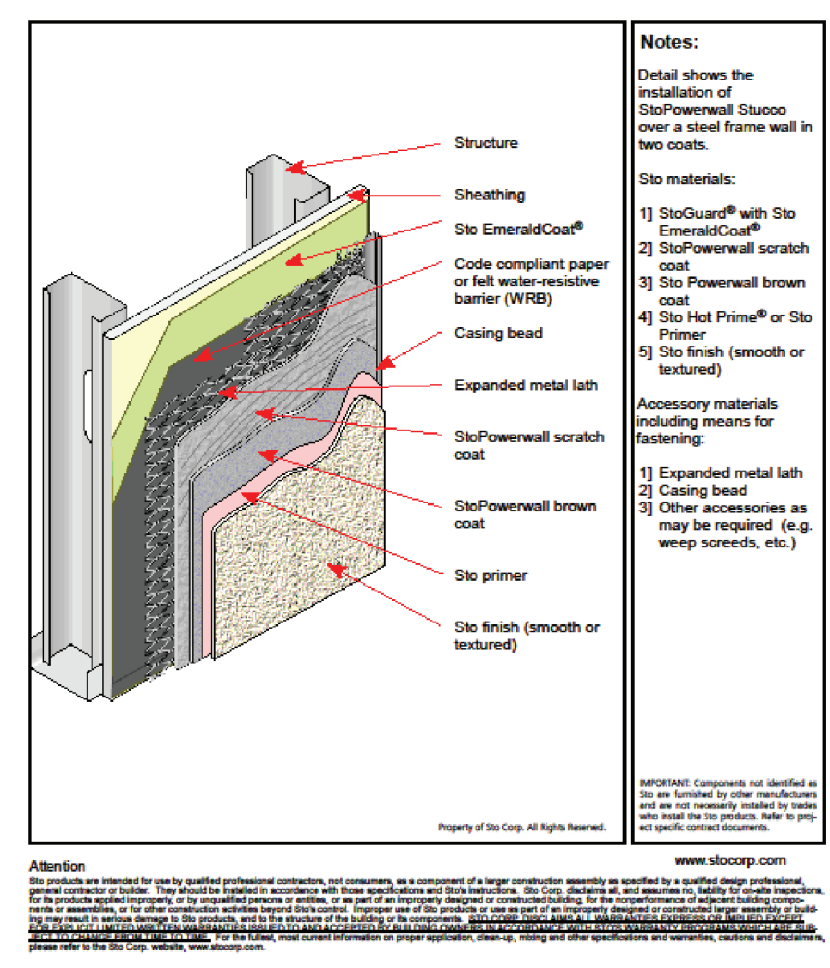
- A. "ANY SUBSTITUTION OF EXTERIOR MATERIALS MUST BE APPROVED BY THE CITY PRIOR TO INSTALLATION."
- B. "SOLID DOORS, INCLUDING ANY OVERHEAD DOORS, SERVICE AND UTILITY BOXES, GUTTERS AND DOWNSPOUTS WILL BE PAINTED EITHER A COMPLEMENTARY TRIM OR ACCENT COLOR, OR THE SURROUNDING PREDOMINATE COLOR TO BLEND."
- C. "ALL COPING WILL EITHER MATCH A COMPLEMENTARY TRIM OR ACCENT COLOR, OR MATCH THE SURROUNDING PREDOMINATE COLOR TO BLEND."
- D. "ANY VENTILATION LOUNERS WILL BE UNIFORMLY PAINTED EITHER A COMPLEMENTARY TRIM OR ACCENT COLOR, OR MATCH THE SURROUNDING PREDOMINATE COLOR TO BLEND."
- E. "ALL ROOF-TOP EQUIPMENT WILL BE SCREENED BY PARAPET WALLS, GROUND-MOUNTED EQUIPMENT WILL BE SCREENED BY MASONRY WALLS OR LANDSCAPING. ALL TRANSFORMERS WILL BE SCREENED BY MASONRY WALLS, AND ALL WALL-MOUNTED EQUIPMENT WILL BE PAINTED TO MATCH THE BUILDING."
- F. "THE ZONING INSPECTOR WILL MAKE THE FINAL DETERMINATION DURING CONSTRUCTION AND PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY REGARDING COMPLIANCE WITH MECHANICAL EQUIPMENT SCREENING STANDARDS."

### DESIGN CRITERIA:

1. THE BUILDING CODE USED FOR THE BASIS ON TABLE 1604.5, 1607.1, 2018 INTERNATIONAL CODES WITH CITY OF MONT BELVIEU AMENDMENTS
  2. STRUCTURAL DESIGN CRITERIA:
    - A. GRAVITY LOAD
 

ROOF - LIVE LOAD	-----	20 PSF
DEAD LOAD	-----	SELF W. OF
    - B. WIND LATERAL
      1. WIND LOAD CRITERIA ( AS PER ASCE 7)
      - ULTIMATE DESIGN WIND SPEED, V(u1t) = 140 MPH
      - RISK CATEGORY - II
      - IMPORTANCE FACTOR - 1.0
      - EXPOSURE CLASSIFICATION - B
- AWINGS AND CANOPIES ARE DESIGNED FOR A MINIMUM UNIFORM LIVE LOAD OF 20 PSF AS PER TABLE 1607.1 AS WELL AS FOR THE REQUIRED ULTIMATE DESIGN WIND SPEED, V(ULT).

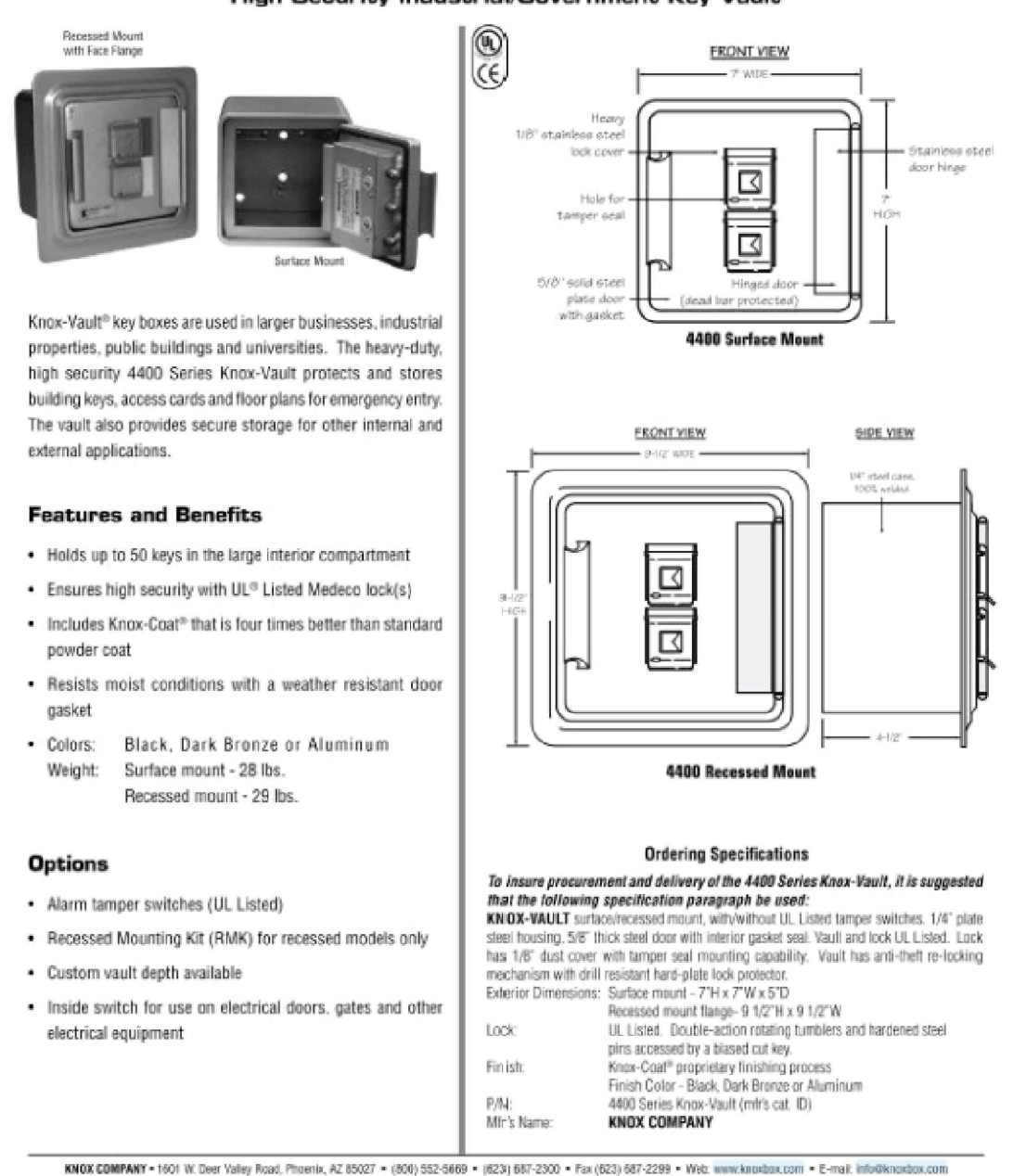
### StoPowerwall® Components



### STUCCO DETAIL

Scale: N.T.S.

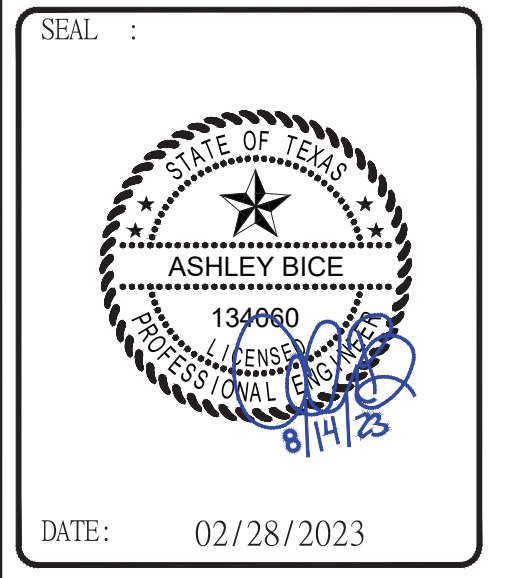
### KNOX High Security Industrial/Government Key Vault



- Features and Benefits**
- Holds up to 50 keys in the large interior compartment
  - Ensures high security with UL® Listed Medeco lock(s)
  - Includes Knox-Coat® that is four times better than standard powder coat
  - Resists moist conditions with a weather resistant door gasket
  - Colors: Black, Dark Bronze or Aluminum
  - Weight: Surface mount - 28 lbs. Recessed mount - 29 lbs.
- Options**
- Alarm tamper switches (UL Listed)
  - Recessed Mounting Kit (RMK) for recessed models only
  - Custom vault depth available
  - Inside niches for use on electrical doors, gates and other electrical equipment
- Ordering Specifications**
- To insure promptness and delivery of the 4400 Series Knox-Vault, it is suggested that the following specifications paragraph be used:
- KNOX-Vault** surface-mount, with/without UL Listed tamper switches, 14" plate deep housing, 50" finish door with interior gasket, dual and triple UL Listed, Lock has 14" dual cover with tamper seal mounting capability. Vault has anti-theft locking mechanism with self-retracting tamper lock assembly.
- Exterior Dimensions: Surface mount - 73" x 73" x 5"D  
 Recessed mount Range - 5 1/2" to 11 1/2" x 11 1/2" x 5"D
- UL Listed. Double-action rotating tamper and tamper seal pins actuated by a bonded cut key.
- Finish: Knox-Coat® emergency finishing process.  
 Finish Color: Black, Dark Bronze or Aluminum  
 4400 Series Knox-Vault (p/n cat. 4)
- KNOX COMPANY**

### KNOX BOX DETAIL

Scale: N.T.S.

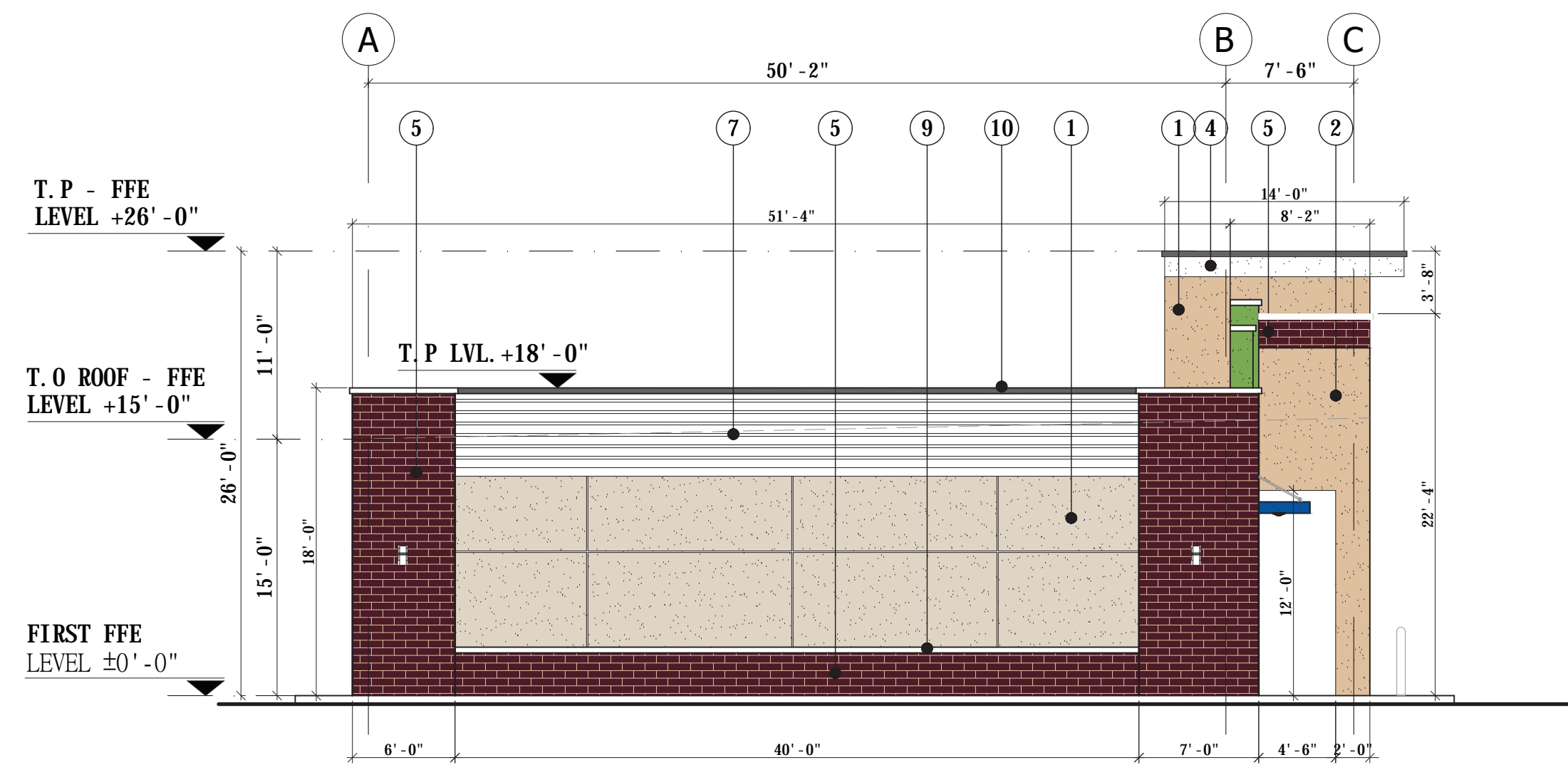


DATE: 02/28/2023

PROJECT NUMBER : 23-003  
 SCALE : 1/8"=1'-0"  
 DRAWN BY : A.Z.  
 CHECKED BY : A.Z.  
 SHEET TITLE :

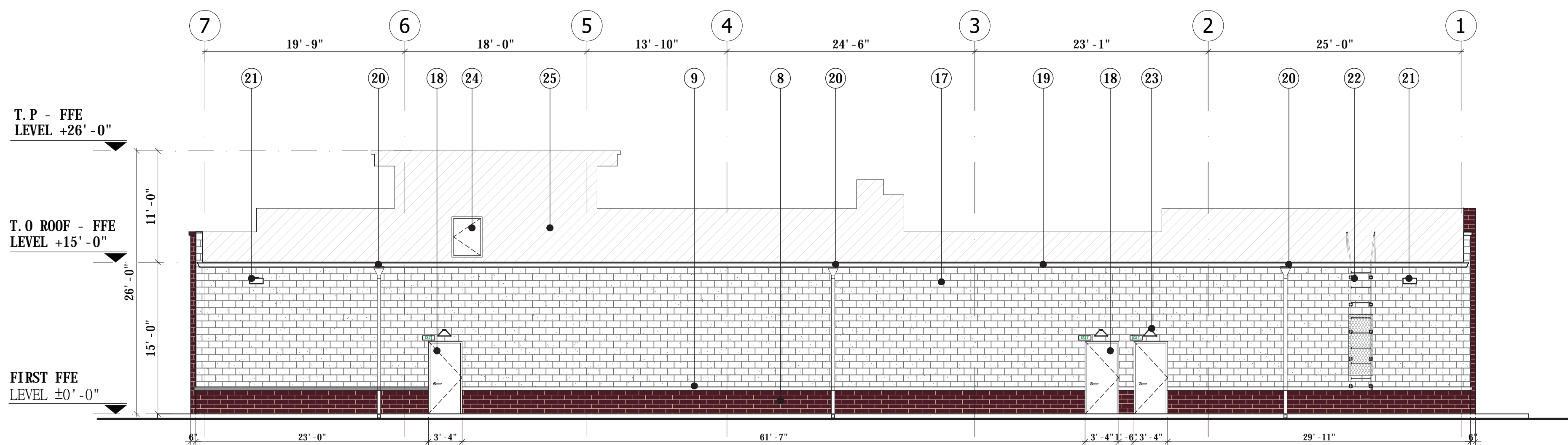
### ELEVATION 1 & 2

DRAWING NUMBER:  
**A-2.0**



## ELEVATION - 4

Scale: 1/8"=1' 0"



## ELEVATION - 3

Scale: 1/8"=1' 0"

### KEYED NOTES

- 1 3/4" STUCCO POLYURATHANE PAINTED FINISH #1 OVER 5/8" DENSGLOSS SHEATHING
- 2 3/4" STUCCO POLYURATHANE PAINTED FINISH #2 OVER 5/8" DENSGLOSS SHEATHING
- 3 3/4" STUCCO POLYURATHANE PAINTED FINISH #3 OVER 5/8" DENSGLOSS SHEATHING
- 4 3/4" STUCCO POLYURATHANE PAINTED FINISH #4 OVER 5/8" DENSGLOSS SHEATHING
- 5 THIN BRICK VENEER OVER 5/8" DENSGLOSS SHEATHING
- 6 WOOD LOOK CERAMIC TILE OVER 5/8" DENSGLOSS SHEATHING (NOT APPLICABLE)
- 7 METAL CORRUGATED PANEL PAINTED FINISH OVER 5/8" DENSGLOSS SHEATHING
- 8 STONE VENEER OVER 5/8" DENSGLOSS SHEATHING (NOT APPLICABLE)
- 9 STONE SILL OVER 5/8" DENSGLOSS SHEATHING
- 10 PARAPET WALL WITH METAL CAP COPING (E. I. F. S. CROWN MOULDING)
- 11 METAL ENTRANCE CANOPY WITH FIBRE CEMENT PANEL
- 12 2x3' 0"x7' -0". 1/4" CLEAR TEMPERED IMPACT RESISTANT DOOR GLASS, 2"x4 1/2"
- 13 BRONZED ANODIZED ALUMINUM FRAMES FOR DOORS. (RE: DOOR SCHEDULE)
- 14 1/4" CLEAR TEMPERED GLASS, 2"x4 1/2" BRONZED ANODIZED ALUMINUM FRAMES FOR WINDOWS. (RE: WINDOW SCHEDULE)
- 15 EXTERIOR SIGN BY OWNERS
- 16 LED DROP LIGHT / LED LINEAR LIGHT
- 17 ADVERTISEMENT BOARD
- 18 8" SPLIT FACE CMU BLOCK PAINTED FINISH
- 19 EXTERIOR HOLLOW CORE METAL DOOR (RE: DOOR SCHEDULE)
- 20 RAIN WATER GUTTER SYSTEM (RE: PLUMBING DRAWING)
- 21 DOWNSPOUT (RE: PLUMBING DRAWINGS)
- 22 WALL PACK LIGHT (RE: ELECTRICAL DRAWINGS)
- 23 CAT LADDER
- 24 EMERGENCY EXIT LIGHT
- 25 ACCESS PANEL DOOR WITH LOCK
- 26 EXTERIOR SHEATHING

### MATERIAL LEGEND

SYMBOL	DESCRIPTION	COLOR
	3/4" STUCCO POLYURATHANE PAINTED FINISH #1	
	3/4" STUCCO POLYURATHANE PAINTED FINISH #2	
	3/4" STUCCO POLYURATHANE PAINTED FINISH #3	
	3/4" STUCCO POLYURATHANE PAINTED FINISH #4	
	THIN BRICK VENEER	
	METAL CORRUGATED PANEL	
	SPLIT CMU BLOCK	

### LIGHT GAUGE METAL FRAMING NOTES:

1. ALL STUDS AND / OR JOIST AND ACCESSORIES SHALL BE OF THE TYPE, SIZE, GAUGE AND SPACING SHOWN ON THE DRAWINGS.
2. ALL STRUCTURAL MEMBERS AND CONNECTIONS SHALL BE DESIGNED IN ACCORDANCE WITH AMERICAN IRON AND STEEL INSTITUTE (AISI) "SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS", LATEST EDITION.
3. ALL STUDS, RUNNERS, JOISTS AND TRUSSES SHALL BE FORMED FROM GALVANIZED STEEL, CORRESPONDING TO THE REQUIREMENTS OF ASTM A446, WITH A MINIMUM YIELD STRENGTH OF 50 KSI FOR .097, .068, .054 THICK MEMBERS AND 33 KSI FOR .043 AND .033 THICK MEMBERS AND FLAT STRAP BRACING.
4. PRIOR TO FABRICATION THE CONTRACTOR SHALL SUBMIT ERECTION DRAWINGS TO THE STRUCTURAL ENGINEER FOR APPROVAL.
5. PREFABRICATED PANELS SHALL BE SQUARE, WITH COMPONENTS ATTACHED IN A MANNER AS TO PREVENT RACKING, HANDLING AND LIFTING SHALL BE DONE IN A MANNER SO AS NOT CAUSE DISTORTION IN ANY MANNER.
6. ALL FRAMING COMPONENTS SHALL BE CUT SQUARELY FOR ATTACHMENT TO PERPENDICULAR MEMBERS OR, AS REQUIRED, FOR AN ANGULAR FIT AGAINST ABUTTING MEMBERS.
7. AXIALLY LOADED STUDS SHALL BE INSTALLED IN A MANNER WHICH WILL ASSURE THAT THEIR ENDS ARE POSITIONED AGAINST THE INSIDE OF TRACK WEB PRIOR TO FASTENING.
8. FASTENING OF COMPONENTS SHALL BE WITH SELF - DRILLING SCREWS OR WELDS. SCREW OR WELDS SHALL BE OF SUFFICIENT SIZE TO INSURE THE STRENGTH OF THE CONNECTION. WIRE TYING OF COMPONENTS SHALL NOT BE PERMITTED. ALL WELDS SHALL BE TOUCHED - UP WITH A ZINC - RICH PAINT.
9. RUNNER SHALL BE SECURELY ANCHORED TO THE SUPPORTING STRUCTURE. PROPOSED CONNECTION TO BE SUBMITTED FOR APPROVAL.
10. ABUTTING LENGTHS OF TRACK SHALL EACH BE SECURELY ANCHORED TO A COMMON STRUCTURAL ELEMENT, BUTT - WELDED, OR SPLICED.
11. STUDS SHALL BE PLUMB, ALIGNED AND SECURELY ATTACHED TO FLANGES OF BOTH UPPER AND LOWER TRACKS.
12. JACK STUDS OR CRIPPLES SHALL BE INSTALLED BELOW WINDOW SILLS, ABOVE WINDOW AND DOOR HEADERS, AND WHERE NEEDED TO FURNISH SUPPORT, AND SHALL BE SECURELY ATTACHED TO CONNECTING MEMBERS.
13. RESISTANCE TO MINOR AXIS BENDING AND ROTATION SHALL BE PROVIDED BY GYPSUM BOARD OR GYPSUM SHEATHING AND BY HORIZONTAL STRAP AND BLOCKING OR COLD - ROLLED CHANNEL BRACING AT THIRD POINTS.
14. SPLICES IN AXIALLY LOADED STUDS SHALL NOT BE PERMITTED.
15. PROVIDE A MINIMUM OF (3) #12 SCREWS FOR ALL STUD CONNECTIONS.
16. BRIDGING SHALL BE INSTALLED IMMEDIATELY AFTER JOISTS ARE ERECTED AND BEFORE CONSTRUCTION LOADS ARE APPLIED TO PREVENT FLANGE ROTATION AND TO SUPPORT FLANGES IN COMPRESSION. BRIDGING SHALL CONSIST OF SOLID BLOCKING PLUS STRAP BRACING OR 1 1/2 " COLD - ROLLED CHANNELS SCREW - ATTACHED OR WELDED TO BOTTOM JOIST FLANGES. BRIDGING SHALL BE INSTALLED AT MID SPAN FOR SPAN 16' -0" OR LESS AND AT 8' - 0" O.C. MAX. FOR SPANS GREATER THAN 16' -0" U.N.O SOLID BLOCKING, OF FIELD - CUT TRACK OR JOIST SECTION, SHALL BE PROVIDED, WELDED OR SCREW - ATTACHED BETWEEN OUTER JOISTS, OVER ALL INTERIOR SUPPORTS AND ADJACENT TO OPENING AT 10' - 0" O.C. MAX. COLD - ROLLED CHANNELS OR STRAP BRACING OF 1 1/2 " X 33 ML (0.033") CORROSION - RESISTANT STEEL SHALL BE SCREW - ATTACHED TO BOTTOM JOIST FLANGE BETWEEN SOLID BLOCKING. REFERENCE MANUFACTURER INSTALLATION INSTRUCTIONS.

### STUCCO COMPOSITION NOTES:

#### SECTION 2512: EXTERIOR PLASTER:

2512.1 GENERAL  
Plastering with cement plaster shall not be less than three coats where applied over metal lath or wire fabric lath and shall not be less than two coats where applied over masonry, concrete or gypsum board backing as specified in Section 2510.5. If the plaster surface is to be completely covered by veneer or other facing material, or is completely concealed by another wall, plaster application need be only two coats, provided the total thickness is as set forth in ASTM C 926.

#### 2512.1.1 ON-GRADE FLOOR SLAB:

On wood-framed or steel stud construction with an on-grade concrete floor slab system exterior plaster shall be applied in such a manner as to cover, but not to extend below, the lath and paper. The application of lath, paper, and flashing or drip screeds shall comply with ASTM C 1063.

#### 2512.1.2 WEEP SCREEDS:

A minimum 0.019-inch (0.48 mm) (No. 26 galvanized sheet gage), corrosion-resistant weep screed with a minimum vertical attachment flange of 3-1/2 inches (89 mm) shall be provided at or below the foundation plate line on exterior stud walls in accordance with ASTM C 926. The weep screed shall be placed a minimum of 4 inches (102 mm) above the earth or 2 inches (51 mm) above paved areas and shall be of a type that will allow trapped water to drain to the exterior of the building. The weather-resistant barrier shall lap the attachment flange. The exterior lath shall cover and terminate on the attachment flange of the weep screed.

#### 2512.2 PLASTICITY AGENTS:

Only approved plasticity agents and approved amounts thereof shall be added to Portland cement. When plastic cement or masonry cement is used, no additional lime or plasticizers shall be added. Hydrated lime or the equivalent amount of lime putty used as a plasticizer is permitted to be added to cement plaster or cement and lime plaster in an amount not to exceed that set forth in two coats, provided the total thickness is as set forth in ASTM C 926.

#### 2512.3 LIMITATIONS:

Gypsum plaster shall not be used on exterior surfaces.

#### 2512.4 CEMENT PLASTER:

Plaster coats shall be protected from freezing for a period of not less than 24 hours after set has occurred. Plaster shall be applied when the ambient temperature is higher than 40°F (4°C), unless provisions are made to keep cement plaster work above 40°F (4°C) during application and 48 hours thereafter.

#### 2512.5 SECOND COAT APPLICATION:

The second coat shall be brought out to proper thickness, rodged and floated sufficiently rough to provide adequate bond for the finish coat. The second coat shall have no variation greater than 1/4 inch (6.4 mm) in any direction under a 5-foot (1524 mm) straight edge.

#### 2512.6 CURING AND INTERVAL:

First and second coats of cement plaster shall be applied and moist cured as set forth in ASTM C 926 and Table 2512.6.

COAT	MINIMUM PERIOD MUST CURING	MINIMUM INTERVAL BETWEEN COATS
FIRST	48 HOURS <sup>b</sup>	48 HOURS <sup>b</sup>
SECOND	48 HOURS	7 DAYS <sup>c</sup>
FINISH	-	NOTE C

a. The first two coats shall be as required for the first coats of exterior plaster, except that the moist-curing time period between the first and second coats shall not be less than 24 hours. Moist curing shall not be required where job and weather conditions are favorable to the retention of moisture in the cement plaster for the required time period.

b. Twenty-four-hour minimum interval between coats of interior cement plaster. For alternate method of application, see Section 2512.8.

c. Finish coat plaster is permitted to be applied to interior Portland cement base coats after a 48-hour period.

#### 2512.7 APPLICATION TO SOLID BACKINGS:

When applied over gypsum backing as specified in Section 2510.5 or directly to unit masonry surfaces, the second coat is permitted to be applied as soon as the first coat has attained sufficient hardness.

#### 2512.8 ALTERNATE METHOD OF APPLICATION:

The second coat is permitted to be applied as soon as the first coat has attained sufficiently rigidity to receive the second coat.

#### 2512.8.1 ADMIXTURES:

When using this method of application, calcium aluminate cement up to 15 percent of the weight of the Portland cement is permitted to be added to the mix.

#### 2512.8.2 CURING:

Curing of the first coat is permitted to be omitted and the second coat shall be cured as set forth in ASTM C 926 and Table 2512.6.

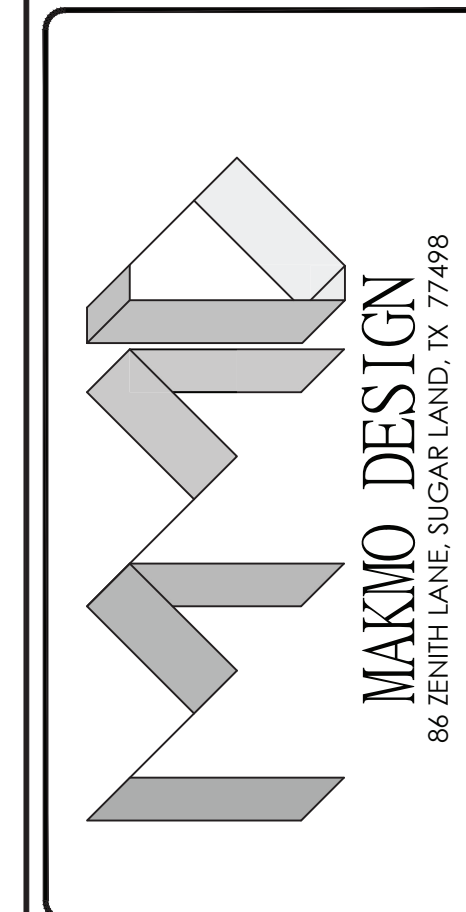
#### 2512.9 FINISH COATS:

Cement plaster finish coats shall be applied over base coats that have been in place for the time periods set forth in ASTM C 926. The third or finish coat shall be applied with sufficient material and pressure to bond and to cover the brown coat and shall be of sufficient thickness to conceal the brown coat.

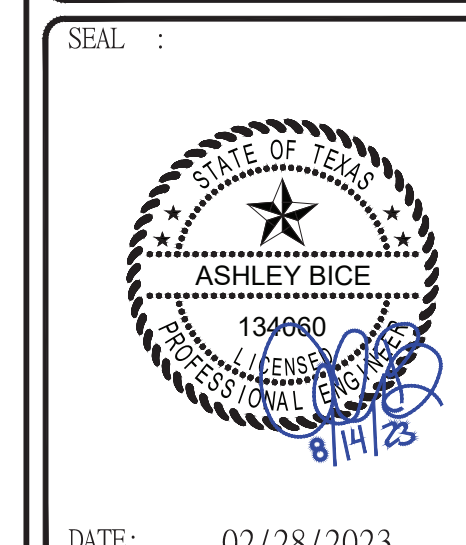
These notes were obtained from 2018 IBC.

ISSUE FOR:  
FOR INTER REVIEW ONLY  
BID ONLY  
PERMITS SET  
CONSTRUCTION SET

REVISIONS:		
NO.	DATE	DESCRIPTION



GLOBAL FUELS - GAS STATION  
LOCATED AT  
7976 EAGLE DR. MONT BELVIEU, TEXAS 77523



DATE: 02/28/2023  
PROJECT NUMBER: 23-003  
SCALE: 1/8"=1'-0"  
DRAWN BY: A.Z.  
CHECKED BY: A.Z.  
SHEET TITLE:

ELEVATION  
3 & 4

DRAWING NUMBER:  
A-2.1

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT (this “Agreement”)** is made by and between the **City of Mont Belvieu, Texas**, a home rule municipal corporation of the State of Texas (**the “City” or “City”**) and both **Momentum Investment Inc.** and **Cottonwood Corner, LLC** (**each, a “Landowner” or, collectively, the “Landowners”**). The City and the Landowners may be referred to collectively herein as the “**Parties**” and each may be referred to individually as a “**Party**.”

### RECITALS

**WHEREAS**, the Landowners own certain parcels of real property in Chambers County, Texas, which are located within the city limits of the City of Mont Belvieu, Chambers County, Texas, and which have been depicted in the attached and incorporated **Exhibit A** which has been made a part hereof for all purposes (**collectively, the “Landowner Property”**); and

**WHEREAS**, the Parties acknowledge that the City is a home rule municipality and has the authority to enter into this Agreement; and

**WHEREAS**, the Parties wish to enter this Agreement to formalize certain lawful terms and considerations of the Parties in matters related to the Landowner Property as such Landowner Property is eligible to be the subject of a development agreement under Section 212.172 of the Texas Local Government Code (**the “Code”**); and

**WHEREAS**, the Landowner Property is situated in the Village Mixed Use zoning district (**the “VMU District”**), which – in accordance with subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances, in relevant part passed and adopted by the City on or about June 22, 2020, under Ordinance No. 2020-010, which provides for special use, by numerical limitation, to allow for two (2) gas or fill station establishments to be in the VMU District at any given time;

**WHEREAS**, the Landowner Property falls within the VMU District and, thereby, the numerical limitations placed on the number of gas or fill station establishments directly affects the Landowners and the Landowner Property; and

**WHEREAS**, the Landowners intend to raze the property located at 2928 F.M. 565, Mont Belvieu, Chambers County, Texas 77523, defined herein this Agreement as the “Valero Gas Station,” and, in its place, rebuild and reconstruct a similarly situated gas station at the Valero Gas Station, in accordance with the provisions of this Agreement and as depicted in the City’s [MONT BELVIEU MAIN - LIVABLE CENTERS STUDY], which has been attached and incorporated hereto as **Exhibit B**, and thereby not impacting the numerical limitations prescribed in the VMU District; and

**WHEREAS**, in addition to that razing and reconstruction, the Landowners desire to build and construct another gas station facility at an approximate location of Cotton Wood Drive and Eagle Drive, as depicted in **Exhibit A** and more particularly described herein, in accordance with the provisions of this Agreement and **Exhibit B**; and

**WHEREAS**, as the City’s Board of Adjustment granted a variance to the Landowners for this gas station facility to the City’s adoption of the numerical limitations found in Ordinance No.

2020-010, enacted on or about June 22, 2020, the City now wishes to acknowledge that the construction of this gas station facility began prior to and predated the imposition of those numerical limitation prescriptions of the VMU District; and

**WHEREAS**, the Parties acknowledge that this Agreement is binding upon the City, the Landowners (both separately and collectively), and their respective successors and assigns; and

**WHEREAS**, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each Party.

### **AGREEMENT**

**NOW THEREFORE, for and in consideration of the premises and mutual promises, obligations, covenants, and benefits contained herein, the City and the Landowners contract and agree to as follows:**

#### **ARTICLE 1 INCORPORATION OF RECITALS**

- 1.1 The recitals, as set forth above, are declared true and correct and are hereby incorporated as a part of this Agreement.

#### **ARTICLE 2 DEFINITIONS**

- 2.1 The terms “Agreement,” “City,” “Code,” “Landowner,” “Landowners,” “Landowner Property,” “Party,” “Parties,” and “VMU District” shall have the meanings provided for them in the introductory paragraphs and recitals above.
- 2.2 All other terms in this Agreement shall be provided those meanings assigned herein or as is otherwise obvious or stated.

#### **ARTICLE 3 INCORPORATION OF EXHIBITS**

- 3.1 The Exhibits identified in this Agreement are incorporated herein, for all purposes, by reference and made a part of this Agreement hereof. Those documents Exhibits shall – for all purposes – be considered and regarded as part of the Agreement itself.

#### **ARTICLE 4 AFFECTED PROPERTIES**

- 4.1 **“Landowner Property”** shall mean those parcels of real property located in Chambers County, Texas, being approximately upon which Gas Station No. 1 and Gas Station No. 2 are located, more specifically described and defined as:

- 4.1.1 The **“Valero Gas Station”** shall mean that parcel of real property located within the Landowner Property more specifically described as:

Landowner: **Momentum Investment Inc.**

1470 First Colony Boulevard  
Sugar Land, Texas 77479

Physical Address: 2928 F.M. 565  
Mont Belvieu, Chambers County, Texas 77523

Legal Description: 12 TR 262A-0-1 H GRIFFITH VALERO  
(Parcel ID No. 24417)

- 4.1.2 The “**New Construction Gas Station**” shall mean that parcel of real property located within the Landowner Property more specifically described as:

Landowner: **Cottonwood Corner, LLC**  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

Physical Address: [Not Currently Designated]

Legal Description: Commercial B Cotton Wood Estates Phase 1  
(Parcel ID No. 45365)

## ARTICLE 5 CONDITIONS PRECEDENT

- 5.1 *Agreement Rendered Void; Automatic Termination.* Prior to this Agreement becoming effective, each Landowner’s project site plan, landscaping plan, and architectural evaluations must be formally adopted by the City Council of the City of Mont Belvieu, after performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission. If the City Council of the City of Mont Belvieu does not approve and adopt the Landowners’ project site plans, landscaping plans, and architectural evaluations for both Gas Station No. 1 and Gas Station No. 2, this Agreement shall automatically be rendered void and terminated without need of any further action taken by the Parties.
- 5.2 *Effective Date.* The “**Effective Date**” of this Agreement shall be the date upon which the City Council of the City of Mont Belvieu approves and adopts the Landowners’ project site plans, landscaping plans, and architectural evaluations, after performance of the required reviews and recommendation of approval by the City’s Planning and Zoning Commission.
- 5.3 *Condition Precedent for the Construction of Gas Station No. 2.* Landowners may raze and reconstruct Gas Station No. 1, subject to the conditions provided herein, but Landowners shall not commence construction of Gas Station No. 2 without first commencing the razing of Gas Station No. 1, as shall be determined by the City’s City Planner and memorialized, in writing, to Landowners. Pursuant to subsection (3) of Sec. 42-277. – “Decision-making bodies and officials,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances, the City’s City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas Station No. 2, with those decisions being limited to the scope of the conditions provided herein this Agreement.

**ARTICLE 6**  
**GAS STATION NO. 1 CONDITIONS**

- 6.1 The Landowners shall raze the structure located on the Landowner Property at the Valero Gas Station in the VMU District and, in its place, subject to the required review and approval of the Landowners' project site plans, landscaping plans, and architectural evaluations by the City's Planning and Zoning Commission and the City Council of the City of Mont Belvieu, shall construct a similarly situated gas station facility known as "**Gas Station No. 1**" as depicted in and in accordance with Exhibit C and the terms and conditions of this Agreement.
- 6.2 By and through this Agreement, the City recognizes and acknowledges that the razing of the structure located at the Valero Gas Station and the construction of Gas Station No. 1 does not impact the numerical limitations contained in subsection (c)(3) of Sec. 42-188. – "Village mixed use (VMU) district regulations." of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City's Code of Ordinances, in relevant part passed and adopted by the City on or about June 22, 2020, under Ordinance No. 2020-010.
- 6.3 In consideration of the proximity of the Valero Gas Station to City developments in, around, and adjacent to the Valero Gas Station, the Parties agree that one of the primary purposes of this Agreement is to provide for consistency, quality, and uniformity between Gas Station No. 1 and the City's developments in, around, and adjacent to the Valero Gas Station and certainty as to the regulatory requirements applicable to the development, construction, and appearance of Gas Station No. 1. Moreover, the Parties agree and acknowledge that the razing of the existing gas station facility and the construction of Gas Station No. 1 protects and conserves the value of land throughout the City and the value of buildings upon that land; minimizes the conflicts among various uses of land and buildings; and, balances the protection of community resources with the need to promote economic development and protect individual property rights.
- 6.4 In exchange for the Landowners developing, constructing, and causing Gas Station No. 1 to appear uniform and like those City developments in, around, and adjacent to the Valero Gas Station, by the terms of this Agreement, the Parties intend to establish development rules and regulations which will ensure quality, unified development with those City developments in, around, and adjacent to the Valero Gas Station, yet afford the Landowners predictability of regulatory requirements throughout the term of this Agreement.
- 6.5 For purposes of determining which development regulations apply to Gas Station No. 1, the Parties agree that any City ordinance, whether heretofore or hereafter adopted, that addresses matters that are directly covered by this Agreement, shall not be enforced as to the Valero Gas Station, except to the extent expressed in this Agreement, and that the provisions of this Agreement govern development of Gas Station No. 1. In determining which development regulations apply to Gas Station No. 1, as those requirements related to those Village mixed use (VMU) district regulations appear in Chapter 42 – Zoning of the City's Code of Ordinances, pursuant to subsection (3) of Sec. 42-277. – "Decision-making bodies and officials," Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City's Code of Ordinances, the City's City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas

Station No. 1, with those decisions being limited to the scope of the conditions provided herein this Agreement. The City’s City Planner shall have the authority to determine the application of the requirements contained herein, as those requirements relate to signage, landscaping, and nonresidential setbacks, to ensure the uniformity of appearance between Gas Station No. 1 and the City’s developments in, around, and adjacent to the Valero Gas Station. More specifically, the City’s City Planner may provide, at his discretion, reasonable flexibility in his application of the following requirements:

CONDITIONS	CODE OF ORDINANCES	REQUIREMENT
Signage	Sec. 42-225(11)(j), Article IV – Special Use Regulations, Chapter 42 - Zoning	Landowner shall be allowed to install two (2) freestanding monument signs at the Valero Gas Station as a part of Gas Station No. 1.
Landscaping	Sec. 42-165, Division 1 – Generally, Article III – District Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances	The City Planner shall have administrative authority to coordinate appropriate landscaping requirements with Landowner based on conditions of the landscaping currently in place at the Valero Gas Station. Landscaping must be consistent with that other landscaping in, around, and adjacent to the Valero Gas Station. The Landowner shall be required to adhere to the City’s landscaping standards.
Nonresidential Setbacks	Sec. 42-163(b)(2). Division 1 – Generally, Article III – District Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances	Those rear and side setbacks for that Gas Station No. 1 at the Valero Gas Station shall be reduced – overall – to no less than a minimum of five (5) feet.

6.6 Notwithstanding the foregoing provisions of this Section, the Parties agree that the City’s review fees and inspection fees, as the City may uniformly amend them from time-to-time, shall be applied to the Landowner Property, specifically the Valero Gas Station and Gas Station No. 1.

**ARTICLE 7  
GAS STATION NO. 2 CONDITIONS**

7.1 For purposes of subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances, the City recognizes and acknowledges that the Landowners began plans to develop a gas station facility on the Landowner Property at the New Construction Gas Station, known as “**Gas Station No. 2,**” in the VMU District, as depicted in and in accordance with Exhibit D, before June 22, 2020, as evidenced by the partial variance granted to the Landowners for the New Construction Gas Station on or about March 6, 2014, which has been attached and incorporated hereto as Exhibit E, allowing the Landowner to curb cut a driveway up to forty-five (45) feet in width, thereby providing an access point to the New Construction Gas Station (**the “Variance”**).

7.2 For purposes of Sec. 42-282. – “Effect of variance permit.” of Chapter 42 – Zoning, Article VI. – Administration and Procedures of the City’s Code of Ordinances, this Agreement serves as the Landowners’ written request for an extension of that Variance, in so far as may be required to satisfy those requirements contained in the City’s Code of Ordinances. Only upon approval of the Landowners’ architectural and site plans by the City’s City

Planner and without necessitating additional notices or hearings, in recognition of those provided for in the past, the Variance shall be extended for twelve (12) months upon the execution of and from the Effective Date of this Agreement due to circumstances outside the control of the Landowners and good cause shown. This extension of the Variance requires that the Landowners curb cut a driveway up to forty-five (45) feet in width at the New Construction Gas Station within twelve (12) months from the Effective Date of this Agreement. Should the Landowners fail to do so, the Variance shall be rendered null and void.

- 7.3 By and through this Agreement, the City acknowledges that the development of Gas Station No. 2 began prior to the passage of Ordinance No. 2020-010 codified, in part, as subsection (c)(3) of Sec. 42-188. – “Village mixed use (VMU) district regulations.” of Chapter 42 – Zoning, Article III. – District Regulations, Division 2. – District Regulations and Use Table of the City’s Code of Ordinances (**the “Numerical Limitations”**). As such, the City does not recognize and shall not apply those Numerical Limitations to Gas Station No. 2, thereby not affecting and not causing to be affected the numerical limitations placed upon the VMU District.
- 7.4 Given the nature of Gas Station No. 2 as a gas station facility located in the VMU District, Gas Station No. 2 shall be subject to that specific criteria outlined in subsection (11) of Sec. 42-225. – “Supplementary use standards.,” Article IV. – Special Use Regulations, Chapter 42 – Zoning of the City’s Code of Ordinances. No permit shall be issued for Gas Station No. 2 unless Gas Station No. 2 is in compliance with that specific criteria outlined therein. This shall include the application for a special use permit for that development for and use of land of Gas Station No. 2, as those requirements can be found in Sec. 42-283. – “Special use permits,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances.
- 7.5 Pursuant to subsection (3) of Sec. 42-277. – “Decision-making bodies and officials,” Article VI. – Administration and Procedures, Chapter 42 – Zoning of the City’s Code of Ordinances, the City’s City Planner, shall render administrative decisions as those decisions relate to the construction and permitting of Gas Station No. 2 at New Construction Gas Station on the Landowner Property, with those decisions being limited to the scope of the conditions provided herein this Agreement.
- 7.6 Notwithstanding the terms, conditions, and other provisions contained herein, the New Construction Gas Station and Gas Station No. 2 shall be subject and required to adhere to all other applicable standards, rules, and regulations found in the City’s Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning found therein. The Parties agree and acknowledge that the construction of the gas station facility known as Gas Station No. 2 protects and conserves the value of land throughout the City and the value of buildings upon that land; minimizes the conflicts among various uses of land and buildings; and, balances the protection of community resources with the need to promote economic development and protect individual property rights.

## ARTICLE 8 STANDARDS, RULES, AND REGULATIONS

- 8.1 Notwithstanding the terms, conditions, and other provisions contained herein this Agreement, Landowners shall adhere to all applicable standards, rules, and regulations found in the City’s Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning

found therein, as they may apply to Landowners or the Landowner Property. Nothing in this Agreement shall be construed as a waiver by the City of its ability to enforce any standard, rule, or regulation against the Landowner or Landowner Property pursuant to its Code of Ordinances.

- 8.2 Notwithstanding the terms, conditions, and other provisions contained herein this Agreement, Landowners are prohibited from using the Landowner Property, Gas Station No. 1, or Gas Station No. 2 as a gambling hall, parlor, or other establishment for gaming, including but not limited to eight-liners, card tables, and slot machines for prizes. Moreover, the Landowner Property, Gas Station No. 1, and Gas Station No. 2 shall be restricted by hours of operation and shall be prohibited from operating twenty-four (24) hours a day.
- 8.3 Nothing herein this Agreement shall be construed as to vest any rights of Landowners or in the Landowners' development of the Landowner Property, Gas Station No. 1, or Gas Station No. 2. Landowners and the Landowners' development of the Landowner Property, Gas Station No. 1, and Gas Station No. 2 shall be subject and required to adhere to all applicable standards, rules, and regulations found in the City's Code of Ordinances, specifically – or otherwise – Chapter 42 – Zoning found therein, as amended, in effect as of the Effective Date of this Agreement.
- 8.4 Nothing herein shall be construed as the City's future consent or approval for any other additional building or construction requirements as to the Landowner Property, Gas Station No. 1, or Gas Station No. 2 or for any other approvals as may be required of the City.

#### **ARTICLE 9 MAINTENANCE OF IMPROVEMENTS**

- 9.1 The Landowners shall maintain the Landowner Property, Gas Station No. 1, Gas Station No. 2, and all related improvements at their sole cost and expense.

#### **ARTICLE 10 DEFAULT**

- 10.1 A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- 10.2 Unless otherwise expressly provided in this Agreement, each obligation of a Party is independent of any other obligation, and performance of such obligation shall not be conditioned upon the performance of any obligation of the other Party.
- 10.3 Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party who has allegedly failed to perform. Such notification shall specify the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to

constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each Party shall have the affirmative obligation to mitigate its damages in the event of a default. Because of the nature of this Agreement and the difficulty in quantifying damages, any breach of this Agreement may result in irreparable damage for which there is not an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, a Party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security and shall be entitled to attorney's fees and costs.

- 10.4 If a Party fails to perform any obligation, after the notice and opportunity to cure provided in Section 10.3 of this Agreement, then the non-defaulting Party may cure the default and recover from the defaulting Party the cost of the cure.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 *Force Majeure.* In the event either Party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the reasonable anticipation or control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. The term "*force majeure*," as used herein, shall explicitly exclude epidemics, pandemics, and any resulting effects deriving thereof, whether listed above or not.
- 11.2 *Approvals and Consents.* Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm, or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents. Approvals and consents shall not be unreasonably withheld, conditioned, or delayed.
- 11.3 *Address and Notice.* Any notice to be given under this Agreement shall be given in writing, addressed to the Party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested or by messenger delivery. Notice by mail shall be effective

three days after depositing mail with the United States postal service. Notice given in any other manner shall be effective upon receipt by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as follows:

**If to the City, to:**

**City of Mont Belvieu**  
*Attn: City Manager, Brian Winningham*  
P.O. Box 1048  
Mont Belvieu, Texas 77580

**With a copy to:**

**Randle Law Office Ltd.,  
L.L.P.**  
*Attn: J. Grady Randle*  
820 Gessner, Suite 1570  
Houston, Texas 77024-4494

**If to the Landowners, to:**

**Momentum Investment, Inc.**  
*Attn: Rasheed Dhuka*  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

**Cottonwood Corner, LLC**  
*Attn: Nooruddin Khawja*  
1470 First Colony Boulevard  
Sugar Land, Texas 77479

The Parties shall have the right from time-to-time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

- 11.4 *Assignability: Successors and Assigns.* All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no force or effect.
- 11.5 *No Additional Waiver Implied.* The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.
- 11.6 *Reservation of Rights.* All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
- 11.7 *Parties in Interest.* This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties, except as specifically provided herein.
- 11.8 *Merger.* This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties, or agreements between the Parties covering the subject matter of this Agreement.
- 11.9 *Modification.* This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Landowner.
- 11.10 *Captions.* The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or

liabilities of the Parties or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

- 11.11 *Interpretations.* This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.
- 11.12 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.
- 11.13 *Invalid Provisions.* If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.
- 11.14 *Laws Governing.* This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in or with jurisdiction over Chambers County, Texas.
- 11.15 *Effective Date.* This Agreement shall be and become effective on the Effective Date.
- 11.16 *Memorandum of Agreement.* The Parties hereby acknowledge and agree that the City may record, in the Real Property Records of Chambers County, Texas, a memorandum of this Agreement after the same is executed by the Parties and approved by the City.
- 11.17 *Time of Essence.* Time is of the essence in the performance of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

**IN WITNESS WHEREOF**, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the dates subscribed below:

**CITY:**

**CITY OF MONT BELVIEU, TEXAS**

By: *Brian Winningham*  
**Brian Winningham, City Manager**

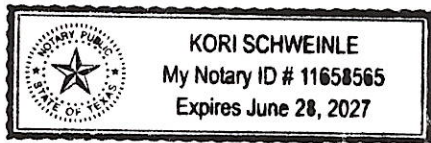
**Date of Execution by the CITY OF MONT  
BELVIEU, TEXAS:**  
August 30, 2023

**ATTEST:**

By: *Kori Schweinle*  
**Kori Schweinle, City Secretary**

**STATE OF TEXAS** §  
§  
**CHAMBERS COUNTY** §

This instrument was acknowledged before me on the 30<sup>th</sup> day of August 2023, by **Brian Winningham, City Manager, City of Mont Belvieu, Texas**, on behalf of said municipal corporation.



*Kori Schweinle*  
**NOTARY PUBLIC, State of Texas**

**LANDOWNERS:**

**MOMENTUM INVESTMENT, INC.**

Rasheed Dhuka, *President*

Date of Execution by Momentum Investment, Inc.: 7-17-, 2023

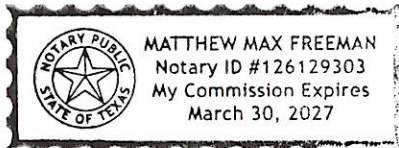
COTTONWOOD CORNER, LLC

By: [Signature]  
Nooruddin Khawja, *President*

Date of Execution by Cottonwood Corner, LLC: 7-17-, 2023

STATE OF TEXAS §  
§  
CHAMBERS COUNTY §

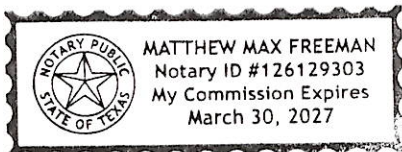
This instrument was acknowledged before me on the 17 day of July 2023, by Rasheed Dhuka, *President*, Momentum Investment, Inc., on behalf of said company.



[Signature]  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §  
§  
CHAMBERS COUNTY §

This instrument was acknowledged before me on the 17 day of July 2023, by Nooruddin Khawja, *President*, Cottonwood Corner, LLC, on behalf of said company.



[Signature]  
NOTARY PUBLIC, State of Texas

# Commercial B Cotton Wood Estates Phase 1



Parcel ID  
45365

**Legend**  
Tax Parcels

12 TR 262A-0-1 H Griffith Valero

Parcel ID  
24417

Legend  
Tax Parcels



LANGSTON BLVD

LAKES OF CHAMPIONS BLVD

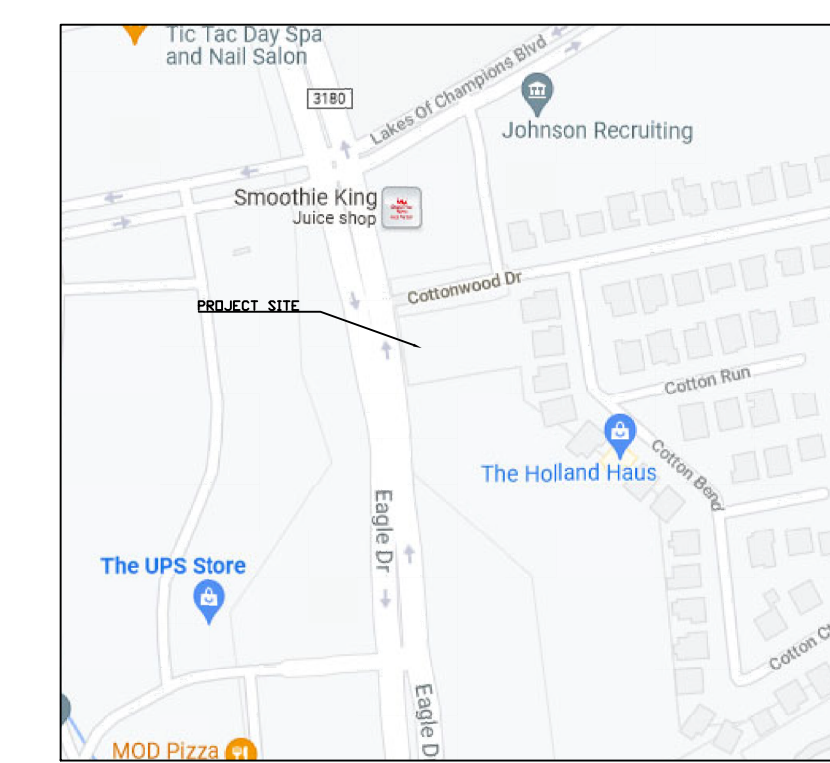
EAGLE DR

Parcel ID  
45365

Legend

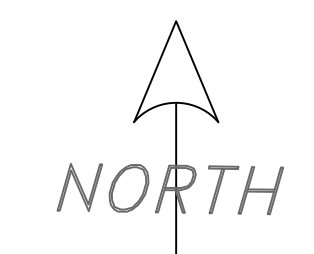
 Tax Parcels

Legal Description: COMMERCIAL B COTTONWOOD ESTATES PHASE 1



RNCI LLC  
P.O. BOX 4824 MAGNOLIA, TEXAS 77353  
(281) 299-5779  
THIS DRAWING IS THE PROPERTY OF RNCI LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO REPRODUCTIONS OF IT SHALL BE GIVEN OR SOLD TO OTHERS WITHOUT EXPRESSED WRITTEN PERMISSION OF RNCI LLC. THIS DRAWING MAY BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN USE WHICH WOULD BE IN VIOLATION OF RNCI LLC.

Cotton Wood Dr.  
(R.O.W. Varies)



**COMMERCIAL "B"**  
COTTON WOOD ESTATES PHASE 1  
DOCUMENT NO. 2006-11465  
O.P.R.C.C.  
1.19 ACRES

Detention Provided in Cottonwood  
Subdivision Detention Pond

**SITE NOTES**

1. DUMPSTER AREA
2. 4" PARKING STRIPES
3. 6" CONCRETE FILLED BOLLARDS
4. LANDSCAPING AREA
5. 6" CONCRETE CURBS
6. BUILDING SET BACK LINES
7. SLOPED ADA COMPLIANT
8. PROPOSED SITE LIGHTING
9. CROSS ACCESS TO NEIGHBORING PROPERTY
10. 8' TALL MASONRY FENCE
11. UNDERGROUND FUEL TANK
12. MONUMENT SIGN
13. 5 PARALLEL PARKING SPACES

**CITY NOTES:**  
LANDSCAPE DESIGN AND COMPLIANCE REVIEW SHEET COMMERCIAL ESTABLISHMENT AND PUBLIC BUILDINGS.  
OVERALL SITE AREA = 52,136.85 S.F.  
TOTAL LANDSCAPING REQUIRED 20% = 10,427.37  
TOTAL LANDSCAPING PROVIDED 30.34% = 15,820.56  
ZONING  
GLOBAL FUELS = MIXED USE (VMU)

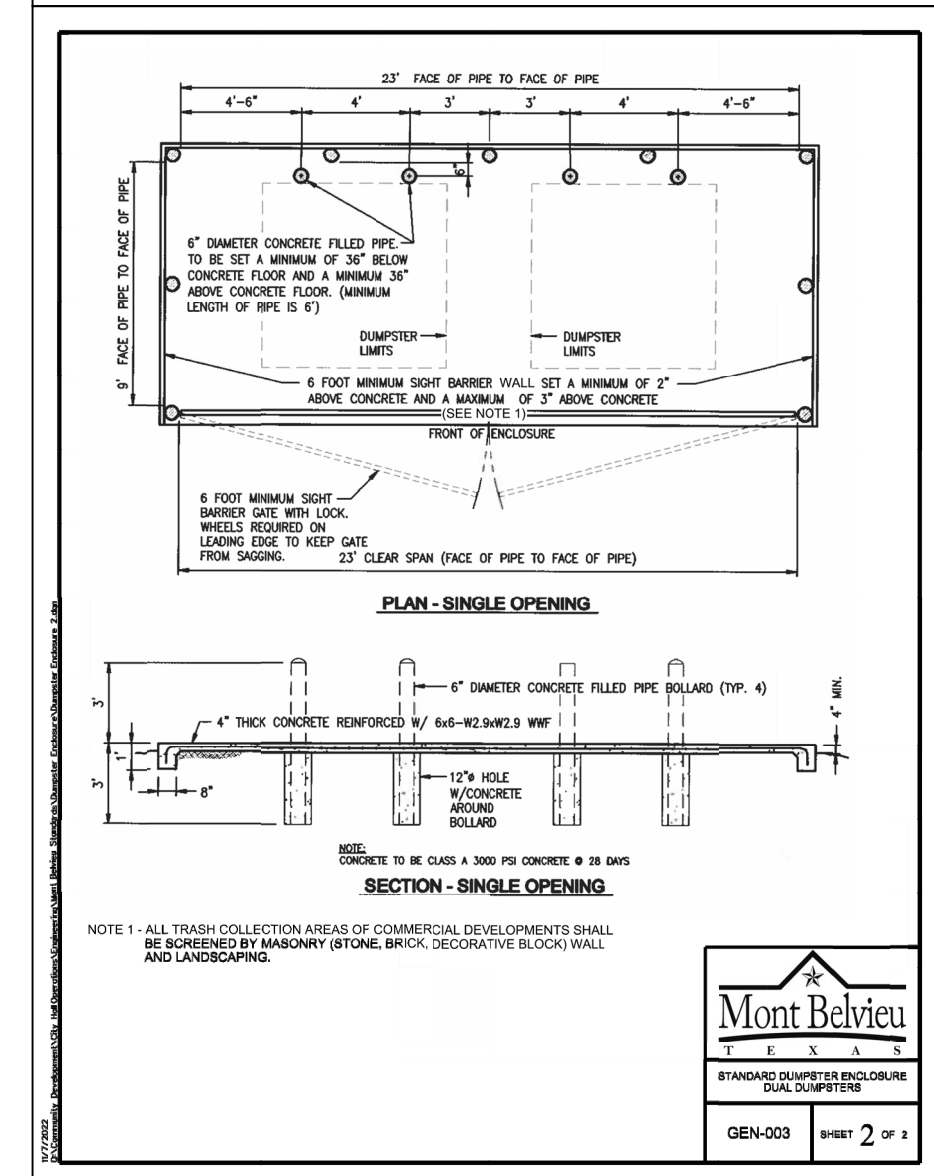
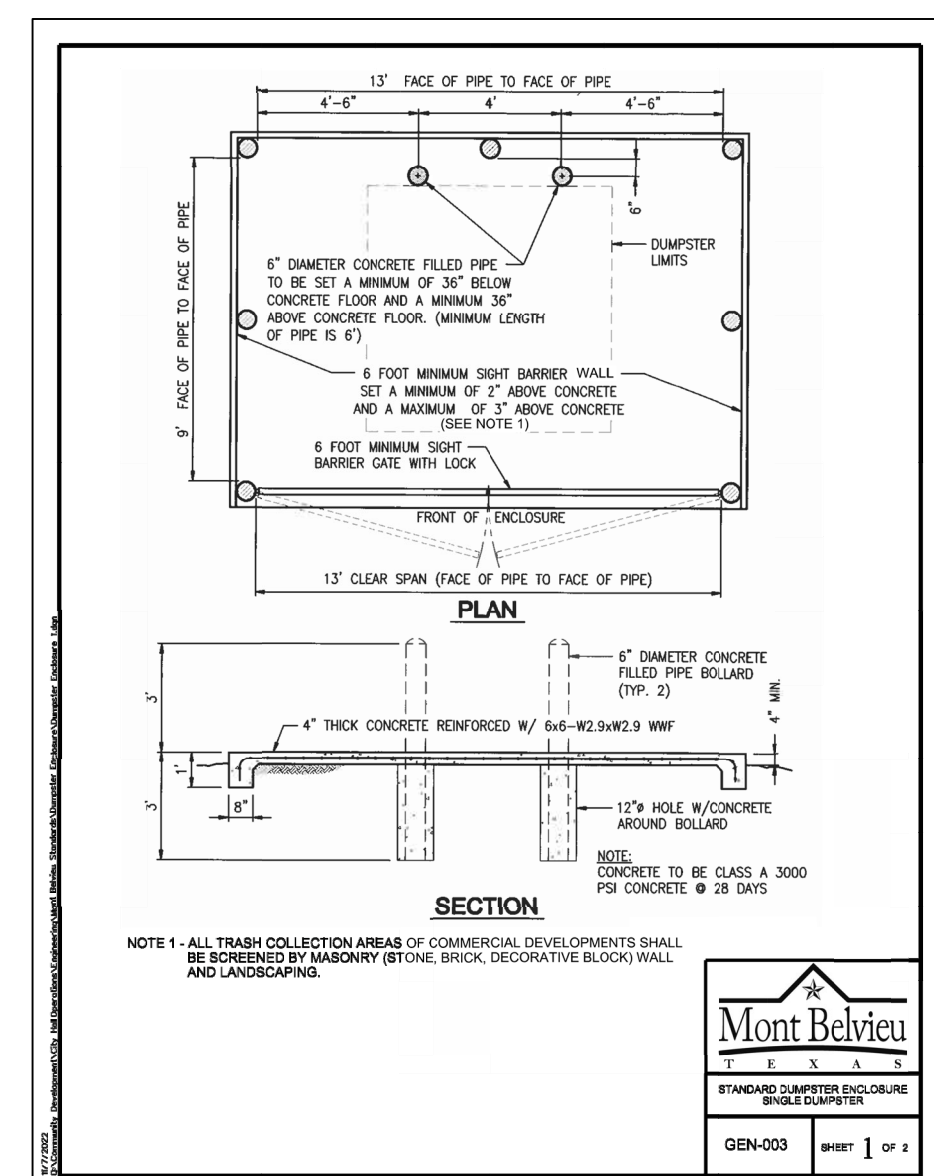
**PARKING CALCULATIONS:**  
COMMERCIAL - UNDER SECTION 42-164 OFF STREET PARKING REQUIREMENTS 42-164 (3)(D)(1)  
200 SF = 1 PARKING SPACE REQUIRED  
6,552 S.F. / 200 = 32.76 SPACES REQUIRED  
**PARKING SPACES PROVIDED**  
13 @ FRONT OF BUILDING  
6 @ RIGHT SIDE OF BUILDING  
10 @ FUEL CANDY  
5 PARALLEL  
**TOTAL PROVIDED = 34**

DECIDUOUS TREES WILL BE 1.5" dia CALIPER OAKS QUERCUS VIRGINIANA  
SHRUBS WILL BE 1 GALLON JAPANESE BOX WOODS  
BUXUS MICROPHYLLA VAR. JAPONICA

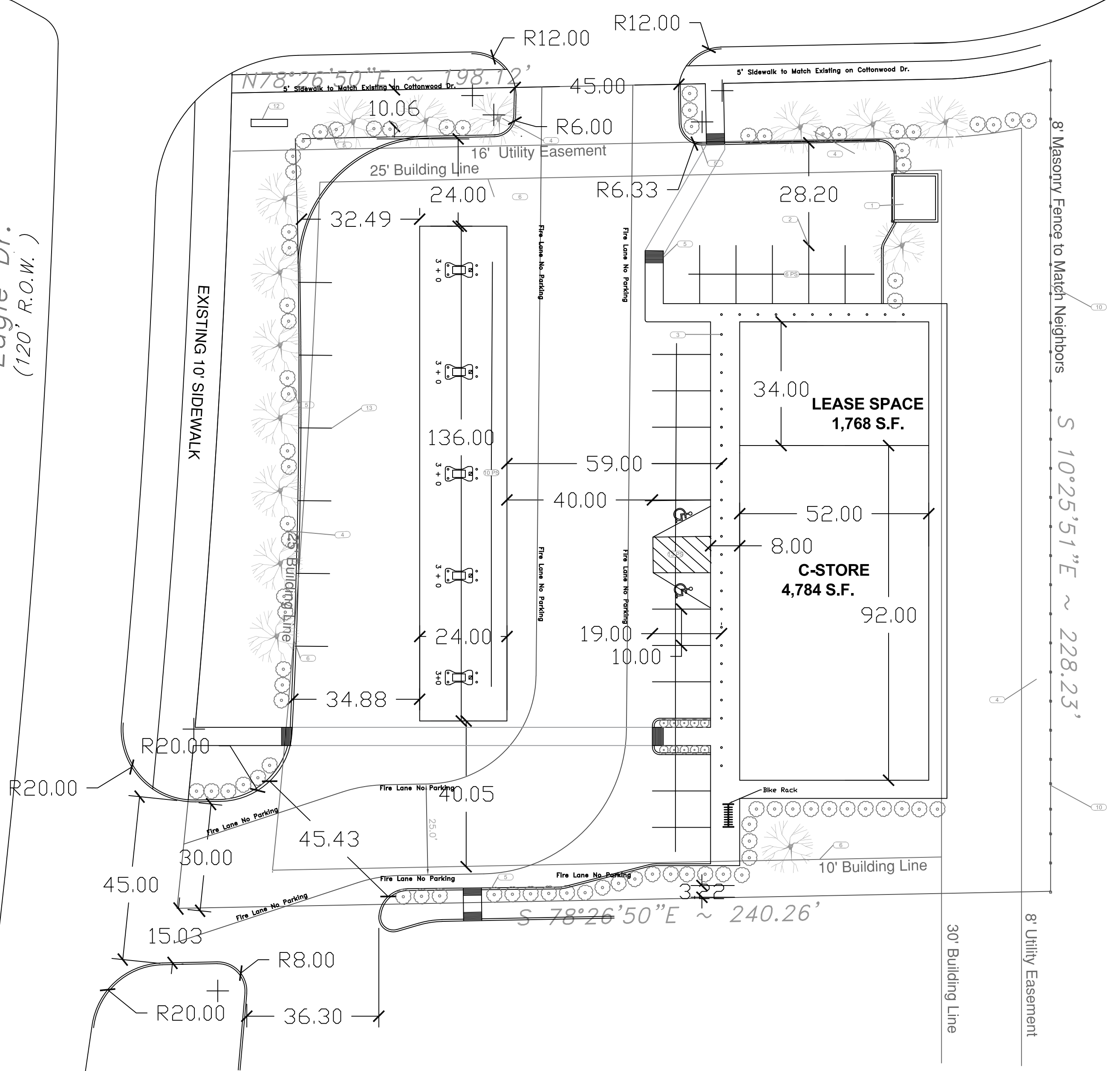
Convenience Store  
Convenience Store  
9308 Eagle Dr. @ Cotton Wood Dr.

Date	2/28/2014
Drawing Scale	1" = 20'
Plot Scale	
DRAWING PRODUCED BY: Re-New Construction Inc.	
Sheet	Rev.
A 1.1	9/11/2024 4

ARCHITECTURAL  
SITE PLAN



Eagle Dr.  
(120' R.O.W.)



**ORDINANCE NO. 2025-001**

**AN ORDINANCE OF THE CITY OF MONT BELVIEU, TEXAS, APPROVING THE SITE PLAN AND ARCHITECTURAL REVIEW AND GRANTING A SPECIAL USE PERMIT ALLOWING FOR THE CONSTRUCTION AND USE OF A GAS STATION PURSUANT TO SECTION 42-188(c)(3) OF THE CODE OF ORDINANCES OF THE CITY OF MONT BELVIEU; PROVIDING WRITTEN FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, On December 16, 2024, the City of MONT BELVIEU Planning & Zoning Commission held a public hearing, and recommended approval of the Special Use Permit submitted by Beau Gatewood/RNCI LLC, on behalf of property owner Cottonwood Corner LLC, for the construction and operation of a gas station to be located in the southeast corner of Eagle Drive and Cottonwood Drive, subject to certain conditions; and

**WHEREAS**, on January 13, 2025, the City of MONT BELVIEU City Council held a public hearing regarding the approval of a site plan and architectural review and the granting of the Special Use Permit for the construction and operation of a gas station to be located in the southeast corner of Eagle Drive and Cottonwood Drive, subject to certain conditions; and

**WHEREAS**, the proposed gas station is part of an approved development agreement between the owners of the subject property, Cottonwood Corner LLC, the property owner of the Valero Gas Station at the corner of FM 565 and Eagle Drive, Momentum Investment Inc., and the City of MONT BELVIEU (“Development Agreement”); and

**WHEREAS**, the City Council desires to approve the project site plan, landscaping plan, and elevation plan as well as grant the Special Use Permit.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONT BELVIEU, TEXAS:**

**SECTION 1.** That all the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

**SECTION 2.** City Council approves the Special Use Permit in accordance with City of MONT BELVIEU Code of Ordinances Sections 42-188 Village Mixed Use (VMU) district regulations; and 42-283 Special Use Permits, and adopts the recommendation to authorize the Special Use Permit for the operation of a gas station to be located in the southeast corner of Eagle Drive and Cottonwood Drive on approximately 1.22 acres of land more particularly described in the attached **Exhibit A** subject to the following conditions:

1. Construction of the gas station may not begin until after the demolition has commenced of that certain Gas Station No. 1 as referenced in the Development Agreement;
2. All signage shall be reviewed and approved by the City prior to any installation; and
3. Consistent with Section 42-283(c) of the MONT BELVIEU Code of Ordinances, the gas station shall not: be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located; impact an adequate supply of light or air to adjacent property; substantially increase congestion in the public streets; increase the danger of fire; endanger the public health, safety and wellbeing; or substantially diminish or impair property values in the neighborhood .

**SECTION 3. Findings.** Pursuant to Section 42-283(c) of the MONT BELVIEU Code of Ordinances, City Council hereby finds, based directly on the particular evidence presented to it, that the granting of this special use permit will not: be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located; impact an adequate supply of light or air to adjacent property; substantially increase congestion in the public streets; increase the danger of fire; endanger the public health, safety and wellbeing; or substantially diminish or impair property values in the neighborhood.

**SECTION 4.** City Council approves the Proposed Site Plan and Landscaping as depicted in **Exhibit B** and the Elevations as depicted in **Exhibit C** subject to the terms of the Development Agreement attached hereto and incorporated for all purposes herein as **Exhibit D**.

**SECTION 5. Severability.** In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Mont Belvieu, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 6. Effective date.** That this Ordinance shall be effective and in full force immediately upon its adoption.

**PASSED, APPROVED, and ADOPTED** this, the \_\_\_\_ day of \_\_\_\_\_ 2025.

---

Joey McWilliams, Mayor

**ATTEST:**

---

Allison Dunning, City Secretary

Attachments: Exhibit A – Vicinity Map with Legal Description of 1.22 acres  
Exhibit B – Proposed Site Plan and Landscaping  
Exhibit C – Elevations  
Exhibit D – Development Agreement

APPROVED AS TO FORM:



---

Heather N. Cook, Attorney for Mont Belvieu



CITY OF MONT BELVIEU

Parks & Recreation

City Council
AGENDA REPORT

To: Prepared By: Meredith Fuentes
Meeting Date: January 13, 2025 Prepared for: Parks & Recreation
Agenda Item Number: H.6 Department: Parks & Recreation
Subject: Discussion of and possible action Meeting Body: City Council
on changes to park rental special event
permits.

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1043

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

Mont Belvieu Special Event Application 2025\_fillable.pdf



City of Mont Belvieu Parks & Recreation
Special Event Application

Section 1: APPLICANT INFORMATION

Applicant (Organization): \_\_\_\_\_ Coordinator: \_\_\_\_\_

Type of Reservation: [ ] For Profit [ ] Non-Profit (Must provide proof of nonprofit status) [ ] Individual

Is Organization or Individual a Mont Belvieu Resident? [ ] YES [ ] NO

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Main # \_\_\_\_\_ Secondary # \_\_\_\_\_ Cell # \_\_\_\_\_

Section 2: EVENT DESCRIPTION

Facility: \_\_\_\_\_ Event Name ("Event"): \_\_\_\_\_

Please check all boxes that apply.

- Purpose/Type of Event: [ ] Concert [ ] Festival [ ] Picnic [ ] Rally [ ] Car Show [ ] Art Show [ ] Dog Show [ ] Ceremony [ ] Other

If other, describe: \_\_\_\_\_

Has this Event occurred at a City Park previously? Yes No

Requested Event Date(s): \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Event Set-up Date: \_\_\_\_\_ Event Set-Up Time From: \_\_\_\_\_ To: \_\_\_\_\_

Event Clean-up Date: \_\_\_\_\_ Event Clean-Up Time From: \_\_\_\_\_ To: \_\_\_\_\_

# of People Expected: \_\_\_\_\_ If this Event has occurred previously, note number of attendees: \_\_\_\_\_

Names of Caterer/Vendor/Food Truck: \_\_\_\_\_

Will music be provided (commercial event only)? Yes No
If yes, evidence of license to use copyrighted materials must be provided before the Event can be approved by City (see Section 14).

Sponsor(s) of the Event: YES NO If yes, list Sponsor(s): \_\_\_\_\_

Event admission fees to be charged: YES NO If yes, list ticket price: \$ \_\_\_\_\_

Please provide a sketch/layout of the event on a separate sheet of paper.

**Section 2: EVENT DESCRIPTION - CONTINUED**

**Will you be providing:**

First Aid Facility	YES	NO
Tents or Canopies	YES	NO
Tables	YES	NO
Chairs	YES	NO
Fencing, Barriers or Barricades	YES	NO
Bleachers, Platforms or Stages	YES	NO
Booths, Exhibits or Displays	YES	NO
Vehicles (including golf carts)	YES	NO
If yes, describe: _____		
Inflatable Devices / Amusements	YES	NO
If yes, describe: _____		
Entertainment	YES	NO
If yes, describe: _____		
Are you advertising the event?	YES	NO
If yes, describe when & how:		
Amplified Sound	YES	NO
If yes, include Start Time: _____ End Time: _____		

**Section 3: REQUESTED & REQUIRED SPECIAL SERVICES OR EQUIPMENT**

Please indicate below any special services or equipment that would be a part of the Event. All requests are subject to the approval of the City of Mont Belvieu. If approved, applicant will be required to obtain necessary permits and/or pay fees, as required.

Check Box	Special Service or Equipment	Comment	Contact	Phone Number
	Capacity Counters	Events with 1000 or more patrons are required to hire counters.		
	Food & Beverages	Includes vendors and mobile units. NO glass containers allowed.	MB Health Inspector	281-576-2213 ext. 2159
	Merchandise Sales	Subject to the approval of the City. Please provide a list of vendors and types of items being sold.	Recreation Coordinator	281-576-2213 ext. 2852
	Tents	Some tents require a permit. NO staking is allowed.	Recreation Coordinator	281-576-2213 ext. 2852
	Electrical Equipment and/or Connections	Generators may be required.	Parks Superintendent	281-576-2213 ext. 2252
	General Liability Insurance	Liability Insurance is required for all events	Organization can select provider.	
	Street Closures/Barriers	Requirements will vary.	MBPD	281-576-2417
	Portable Toilets	Events with 1000 or more patrons are required to supply additional porta lets	Organization can select a provider.	
	Police Officers	Requirements vary based on location and size of event	MBPD	281-576-2417
	Animals (dogs, petting zoo, ponies)	Subject to the approval of the City.	Recreation Coordinator	281-576-2213 ext. 2852
	Special vehicles, equipment or devices. (ice machines & garbage dumpsters) Events with 1000 or more patrons will require an extra dumpster.	Certain vehicles, aircraft, carnival rides, fireworks or other equipment or activities may require additional liability insurance and is subject to the approval of the City.	Recreation Coordinator	281-576-2213 ext. 2852

Please list vehicles, trailers, equipment etc. for which you wish to request approval to park at or adjacent to the event site:

List any other special requests:

**Section 4: RENTAL & DEPOSIT FEES**

**PLEASE NOTE: IT IS NOT PERMISSIBLE TO USE ANY TYPE OF PERMANENT PAINT PRODUCTS WHEN MARKING THE COURSE FOR WALK OR RUN EVENTS. ITEMS THAT ARE ALLOWED: SMALL FLAGS, CHALK OR FLOUR. IF PAINT OR ANY OTHER DEFACING OR DAMAGING PRODUCTS ARE USED, APPLICANT WILL BE HELD RESPONSIBLE FOR ANY AND ALL COSTS INVOLVED IN THE REMOVAL OF SUCH PRODUCTS; SUBJECT TO DEPOSITS BEING WITHHELD; AND THE POSSIBLE REFUSAL OF FUTURE EVENT RENTALS.**

The rental fee, which is payable for each event day, must be paid a minimum of thirty (30) days prior to the event date. **If all required payments are not received by the City within 30 days of the event date, the reservation will be canceled. In addition to the deposit and rental fee, this application with the layout plan, evidence of insurance for the event (as further described in Section 10 below) and security arrangements will be required prior to payment being made.** All payments will need to be made online, over the phone or at the Mont Belvieu City Hall located at 1 Town Center Boulevard, . Monday-Thursday from 8:00 a.m. to 5:30 p.m., and Friday from 8:00 a.m. to 12:00 p.m.

**Mont Belvieu City Park Amphitheater**

<b>Rental Rate Per Hour</b>	<b>Deposit</b>
\$100.00	\$200.00

**Mont Belvieu Police Department Security Fees**

<b>Number of Attendees</b>	<b>Officers Required</b>
125 or Less	1 required*
126 - 250	2 required
251 or more	3+ required as needed**

\*If needed as determined by the Mont Belvieu Police Chief.

\*\*Additional officers are added as determined by the nature of the event and the total number of guests.

Officers are paid \$60/hour with a four (4) hour minimum

The Mont Belvieu Police Department or Parks and Recreation Department administration reserves the right to require security personnel or the addition of security personnel at any event if it is deemed necessary due to the nature of the event, the number of guests present, or any additional factors as determined by MBPD/PARD administration.

**PLEASE NOTE: THESE RATES DO NOT REFLECT INSURANCE COSTS OR ANY OTHER LICENSE/PERMIT FEES.**

**ALL NON-PROFIT EVENTS WILL NEED TO SHOW PROOF OF NON-PROFIT STATUS AND/OR THE ORGANIZER WILL NEED TO PROVIDE A LETTER FROM THE NON-PROFIT ORGANIZATION CONFIRMING THAT EVENT IS IN PARTNERSHIP.**

**Section 5: USE OF PREMISES**

If this application is approved, a permit will be issued to applicant for the use of the event site during the dates and times and only for the purposes indicated above.

Other fees and permits may be required based on aspects of or special requests related to the event.

**Section 6: SERVING OF FOOD AND ALCOHOL**

If the event involves serving or sale of food, the applicant is obligated to secure all necessary health permits from the City of Mont Belvieu and adhere to all corresponding requirements. All food preparation and service activities must be conducted exclusively within self-contained mobile units in compliance with the stipulations outlined in the health code. Open flame cooking is strictly prohibited within the park premises.

The consumption and sale of alcoholic beverages are strictly prohibited within the park premises. The sale of alcoholic beverages, whether for commercial or private purposes, is strictly prohibited within the park. All individuals are prohibited from bringing alcoholic beverages into the park. Any observed violations of this alcohol prohibition policy should be promptly reported to park authorities for appropriate action.

## **Section 7: USE RESTRICTIONS AND SPECIAL REQUESTS**

The renting organization or individual may only use the designated park facility ("Premises"). Any use of an area outside the Premises is prohibited without the prior approval of City. In no event shall the parking area(s) be used for any purpose other than parking without prior approval of City. No use of the Premises by the renting organization or individual will be allowed prior to the event set up date/time or after the clean up completion date/time .

All events must end prior to 11:00 p.m. and the Premises must be cleared of all vendors, patrons and staff by closing time at midnight.

Smoking shall be prohibited in all city-owned, public squares, plazas and parks as well as the use of any tobacco, vape, and e-cigarette products. Additionally, the Director of Parks and Recreation, or their successor departments, shall have the authority to designate temporary smoking areas for certain special events by request as deemed appropriate.

Nudity shall be prohibited in all city-owned public parks.

Organization shall not allow the placement of any obstructions on sidewalks, trails, or passageways. Restrooms adjacent to the Premises will be available for use by event patrons as well as visitors to the park.

City reserves the right to enforce all necessary and proper rules for the management and operation of the Premises.

The renting organization or individual shall not make any alterations in, or additions to, nor post any signs upon any part of the Premises without prior written permission of the City. The renting organization or individual shall not drive or permit to be driven any nails, hooks, tacks, screws, stakes or similar devices into any part of the Premises. The renting organization or individual shall not use or permit the use of any explosive, flammable or otherwise dangerous material, equipment, or goods on the Premises and shall properly and safely use and operate all electrical, gas and plumbing fixtures, equipment, or appliances and shall keep them clean and sanitary.

City has no responsibility for the setup, installation, operation, clean up or removal of any of the renting organization's or individual's equipment.

**The renting organization or individual is responsible for clean up after the event. All items placed within the Premises for the event must be removed by the renting organization or individual. All trash must be removed from the Premises and adjacent parking area(s) and placed in available trash receptacles or dumpsters, or removed from the Premises.**

Additional trash dumpster(s) will be required for all events with more than 1,000 attendees. The renting organization or individual is responsible for contracting and paying for additional trash dumpsters or other trash removal services. The City will determine the location of the dumpster placement and must be provided with the company name, contact, phone number and drop off/pick-up times.

The renting organization or individual is responsible for any damage caused by its use of the Premises, including damage that occurs as a result of the installation, operation, or removal of approved equipment.

If the renting organization or individual is requesting street closures, use of tents, amusement equipment/rides, stage, show mobile, electrical connections, engines/motorized equipment, portable toilets, or other special services or equipment use, those requests need to be listed in Section 2 of this application. If approved, these special requests shall be subject to additional authorizations and/or fees, and the location of equipment will be subject to the approval of the City.

The presence of animals of any type is subject to the prior approval of the City.

The renting organization or individual hereby agrees that no illegal or obscene activity, performance, exhibition, or entertainment shall be given, held, or take place on the Premises..

The renting organizations or individual is prohibited from driving vehicles onto the amphitheater grass or any other grass areas within the Premises, including but not limited to medians, road shoulders and grassy areas adjacent to parking lots without prior approval by the City.

Once the event has commenced, there should be no movement of vehicles within the event space, including the lawn area, until the conclusion of the event. All vehicles must remain parked until the event concludes. The renting organization or individual shall ensure that vendors unload equipment and supplies before the event gates open to the public.

Event organizers renting the amphitheater and vendors hired for the event are strictly prohibited from plugging into the shore power along the parking lot. Event organizers are responsible for providing their own generators and managing the electrical needs of their event accordingly. This policy is in place to ensure the safe and efficient use of electrical resources at the amphitheater and to prevent any disruptions to the power supply infrastructure. Any violation of this provision may result in additional fees.

#### **Section 8: PAYMENT OF RENTAL FEES, DEPOSITS AND OTHER FEES**

The rental fee and deposit must be paid a minimum of 30 days prior to the event date. If all required payments are not received by the City within 30 days of the event date, the reservation will be canceled.

A representative from the City will inspect the Premises at the end of the event in order to confirm that there has been no damage to the Premises and the Premises has been cleaned. A refund of the deposit will be processed after the end of the event after confirmation that no damage has occurred to the Premises and that the Premises have been cleaned.

If any portion of the Premises is damaged through the acts or negligence of the renting organization or individual, or the renting organization's or individual's agents, invitees, contractors, employees or by any person admitted to the event by the organization or individual, the renting organization or individual will pay to City, upon request, such sum as may be necessary to restore the Premises to the condition prior to the event. If there has been damage and/or the Premises was not cleaned after the event, the cost to repair the damage and complete the clean up will be deducted from the deposit, and the balance, if any, will be processed and refunded.

#### **Section 9: EVENT CANCELLATION**

If the renting organization or entity elects to cancel the event after submitting the application but before paying the rental fee and deposit, there will be no penalty.

If the renting organization elects to cancel the event after payment of the rental fee and deposit, and the cancellation is not less than thirty (30) days prior to the event date, the organization will be eligible for a refund of one half (1/2) of the rental fee and the full amount of the deposit, and this refund will be issued by the City approximately eight to ten weeks after receipt of written notification from the organization of the cancellation.

If the notice of cancellation occurs less than thirty (30) days before to the event date, the renting organization or individual will forfeit the full amount of the rental fee. A refund of the deposit will be issued by City approximately eight to ten weeks after receipt of written notification from the organization of the cancellation.

#### **Section 10: INSURANCE REQUIREMENTS**

Event insurance must be written by an insurance company approved by the State of Texas and acceptable to the City and issued in the standard form approved by the Texas Department of Insurance. All provisions of each policy must be acceptable to the City of Mont Belvieu and name the city and its officers and employees as additional insured. An original Certificate of Insurance must be submitted along with an endorsement page for any and all special events and mass facility rentals.

Professional General Liability Insurance: must be provided with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence.

Note: If a special event includes vehicles, aircraft, or other equipment, devices or activities that are excluded from coverage in the general liability insurance policy, then separate additional liability insurance coverage for the applicable exclusion(s) must be provided with the same combined single limits of liability for bodily injury and property damage as outlined in the above for commercial general liability insurance.

## **Section 11: SECURITY, CROWD CONTROL & TRAFFIC**

A City agent will be on-site to monitor the event for compliance with the application and permit. For events with an anticipated attendance of 251 or more attendees, a Parks employee is required to be present. The cost for on-site supervision is \$50 per hour.

**The renting organization or individual is responsible for hiring police officers** to provide security, crowd control, and traffic control for the event. Arrangements for police officers must be made in advance by contacting MBPD. The renting organization or individual is responsible for the cost of police officers. For Events, the total number of police officers necessary will be determined by the City using planning variables, including: (1) the estimated number of attendees and spectators; (2) weather conditions; (3) time of day of the Event; (4) the need for street closures or rerouting of vehicular or pedestrian traffic; and, (5) the history of the particular event.

The renting organization or individual agrees that police officers contracted for this event are contractors of the renting organization. As such, the City accepts no liability for any cause, action or loss related to agreements or arrangements between police and the organization.

## **Section 12: PUBLIC NOTIFICATION**

The City may require the renting organization to notify residents, businesses, places of worship, and schools that will be affected by any street closures, excessive traffic, or noise related to the event. If required by the City, notification must occur at least 30 days prior to the event date. The notification must be in writing and can be hand-delivered or mailed to the affected parties. The written notification should include the name of the event, date(s) and time(s) of the event, location of the event, type of activities planned, contact telephone number where the public can reach the organization with questions or concerns.

## **Section 13: INDEMNITY**

The renting organization or individual covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to the organization's or individual's activities under this application, including any acts or omissions of the organization or individual, any agent, officer, director, representative, employee, consultant or subcontractor of the renting organization or individual, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this application.

The provisions of this **INDEMNITY** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The renting organization or individual shall advise the City in writing within 24 hours of any claim or demand against the City or organization known to the organization related to or arising out of the organization's or individual's activities under this application and shall see to the investigation and defense of such claim or demand at the organization's or individual's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving the organization or individual of any of its obligations under this paragraph.

## **Section 14: MISCELLANEOUS PROVISIONS**

This application and the associated permit, if issued, is not transferable to any other person or organization.

If the renting organization or individual complies with all terms and provisions of this application and all event related costs are paid, the organization or individual may be eligible to schedule a future event, subject to availability. The future event may not be scheduled less than one month after the completion of the original event to allow the City time to complete all event processing activities. The above notwithstanding, if at any time City determines that the renting organization or individual did not comply with all terms and provisions of the application, or did not disclose all pertinent event information on the application, future events may be disallowed by City.

All permitted events involving outdoor sound amplification equipment, such as loudspeakers or sound amplifiers, must ensure that sound levels do not exceed 75 dB(A). Sound levels shall be measured using a calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute (ANSI S1.4-1984/85A). Measurements shall be taken at or near the nearest property line of the property where the sound is being received.

The renting organization or individual covenants that the organization or individual, or their agents, employees or anyone under their control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in the use of or admission to the Premises, which said discrimination the organization or individual acknowledges is prohibited.

The renting organization or individual agrees that the organization or individual, their caterer(s) and all other individuals under their control shall abide by, conform to and comply with all applicable laws, ordinances, rules, regulations and policies and will not do or permit to be done anything in violation thereof. If brought to the attention of the organization or individual, or those under their control, the organization or individual will immediately desist from and correct such violation. The renting organization or individual shall not commit or permit the maintenance or commission of any nuisance on the Premises, or use the Premises for any illegal, immoral or disreputable purposes. The renting organization or individual will not permit any person to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Premises.

In no event shall attendance exceed the designated area capacity as determined by the City of Mont Belvieu Fire Marshal or the City's Parks and Recreation Department.

**The renting organization or individual agrees to assume full responsibility for complying with federal copyright laws and regulations including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in the organization's programs, performances, or exhibitions, if any, to the copyright owner, or representative, and the organization or individual agrees to defend, indemnify and hold harmless City, its officers, employees, and agents, for any claims, losses, expenses or damages growing out of the organization's infringement or violation of the copyright laws and/or regulations.**

The City of Mont Belvieu assumes no responsibility whatsoever for any personal property placed on the Premises and the City is hereby expressly released and discharged from any and all liability for any loss, injury, theft, vandalism, or damage to persons or property that may be sustained by reason of the occupancy under this license.

Any personal property left at the Premises after the event shall be deemed abandoned, and City has the right to dispose of all such personal property. Any costs associated with the disposal of abandoned items shall be the responsibility of the renting organization or individual.

The City is not responsible for delay, interruption, damage, or termination of the event as a result of force majeure, which shall mean acts of God, fire or other calamity strikes, lockouts, materials or labor restrictions by any governmental authority, civil unrest, riot, floods, and any other cause not reasonably within the control of City which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome. In such event, this Application and associated permit will terminate, and the organization or individual hereby waives any claim against City for damages by reason of such termination.

In the event of inclement weather, including rain or adverse conditions, the event will proceed as scheduled unless deemed unsafe by the event organizer or authorities. Participants should come prepared for varying weather conditions and understand that the event may continue regardless of weather forecasts. The organizer reserves the right to modify or cancel activities in the interest of safety. No refunds will be issued due to weather-related circumstances.

This application and the associated permit constitute the entire agreement between the parties and no other agreement, oral or otherwise, shall deem to be existing or bind the parties. No amendment, modification, assignment or alteration of the terms will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties.

This application and associated permit will be construed under and in accordance with the laws of the State of Texas and the ordinances of the City of Mont Belvieu, and all obligations of the parties created hereunder are performable in Mont Belvieu, Chambers County, Texas.

The termination of this application and associated permit shall not relieve the renting organization or individual from the payment of any sum or sums that shall then be due and payable or become due and payable to the City, or any claim for damages then or therefore accruing against the organization or individual, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages plus reasonable attorney's fees from the organization or individual for any default hereunder. All rights, options and remedies of City contained in this application and associated permit shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this application or associated permit. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this application or associated permit shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant condition, or restriction herein contained.

**Section 15: ACKNOWLEDGMENT & SIGNATURE**

By signing this application, I represent and warrant that the information provided above is correct and I acknowledge having read and understood the information contained in this application. I have full authority to execute this application on behalf of the applicant. Further, I agree to conduct my event, if approved, in compliance with the provisions of this application and the associated permit, when issued, and all applicable codes, ordinances and laws.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization Name

**City Use Only**

Date Received: \_\_\_\_\_  
Reservations Rep: \_\_\_\_\_  
Permit Approved: \_\_\_\_\_

**City of Mont Belvieu Parks and Recreation Department Approval: For Official Use Only**

\_\_\_\_\_  
City of Mont Belvieu Parks and  
Recreation Dept. Director or  
Designee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**City of Mont Belvieu Police Department Approval: For Official Use Only**

\_\_\_\_\_  
City of Mont Belvieu Police  
Department Chief or Designee

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**CITY OF MONT BELVIEU**

*Emergency Services (Fire/EMS)*

*City Council*  
**AGENDA REPORT**

To:	Prepared By: Tracey Hickman
Meeting Date: January 13, 2025	Prepared for: Emergency Services (Fire/EMS)
Agenda Item Number: H.7	Department: Emergency Services (Fire/EMS)
Subject: Discussion of and possible action on approving Fire Department funding agreement with Chambers County.	Meeting Body: City Council

**Item Summary:**

**Staff Recommendation:**

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

**FISCAL NOTE**

AGENDA ITEM NUMBER: 1046

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:



STATE OF TEXAS           §  
  §  
COUNTY OF CHAMBERS   §

**INTERLOCAL FUNDING AGREEMENT FOR FIRE PROTECTION SERVICES**

**THIS INTERLOCAL FUNDING AGREEMENT FOR FIRE PROTECTION SERVICES** (hereinafter "Agreement") is made and entered into effective **January 1, 2025** by and between the County of Chambers, Texas (the "County"), a political subdivision of the State of Texas, and **City of Mont Belvieu**, a Texas home rule municipality of Texas (the "Provider"), hereinafter referred to as a "Party" or collectively as the "Parties".

**RECITALS:**

WHEREAS, the County is a political subdivision of the State of Texas governed by a duly elected Commissioners' Court; and

WHEREAS, Chapter 352 of the Texas Local Government Code authorizes the County to provide fire protection to County residents; and

WHEREAS, pursuant to Section 352.001 of the Texas Local Government Code, the County desires to enter into this Agreement with the Provider pursuant to which the Provider agrees to provide fire protection services to certain residents of the County ("Fire Protection Services") and in exchange the County agrees to provide funds to the Provider; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791, of the Texas Government Code (the "Interlocal Cooperation Act"), which allows the contracting parties to enter into interlocal agreements for the joint performance of governmental and administrative functions that each is authorized to perform independently, such as fire services; and

WHEREAS, the purpose of this Agreement is for Provider to provide certain governmental functions as described by Texas Civil Practice and Remedies Code Section 101.0215 and services for the County; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and of the promises and covenants contained herein, and subject to the conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Pursuant to Section 352.001 of the Texas Local Government Code, the County hereby awards, allocates and agrees to pay to Provider the total amount of One Hundred Thousand and 00/100 Dollars **\$100,000.00** to be paid out of the County's general fund in consideration of the Fire Protection Services provided by Provider in this Agreement. This award and allocation is made for calendar year **2025**. The funds allocated and awarded under this Agreement to the Provider shall be made in quarterly installments that shall be paid by the 30<sup>th</sup> day of the months of January, April, July and October.. Prior to making any disbursement of funds, the County may require Provider to furnish to the County such documents and certifications as the County may request to confirm that the Provider is in compliance with the terms and conditions of this Agreement and in compliance with all applicable laws. In the event the County chooses to terminate the Agreement during the Term, the compensation paid to the date of termination shall be nonrefundable. In the event the Provider terminates this Agreement during the Term, the compensation paid or due and payable shall be refundable to the County based on a pro rata basis based on the numbers of months of the one year term completed.

2. Provider hereby agrees to provide Fire Protection Services to the County in the service area known as Chambers County Emergency Services **VFD Coverage Area 9**, as more particularly described and shown on **Exhibit 1**, hereby attached and incorporated by reference ("Service Area"). The Fire Protection Services to be provided may include, but are not necessarily limited to, fire protection, rescue, hazardous material response services, EMS assistance, and landing zone support for EMS air ambulances. If Provider is unable to provide any of such services, another provider in an adjacent district will be dispatched to assist in providing such services. If another provider in an adjacent district is unable to provide sufficient Fire Protection Services in the adjacent district, Provider agrees to provide Fire Protection Services to the adjacent district.

3. The Provider agrees to follow all Chambers County Emergency Services Guidelines in providing Fire Protection Services pursuant to this Agreement. A current copy of the Chambers County Emergency Services Guidelines is hereby attached and incorporated by reference as **Exhibit 2** to this Agreement.

4. The Provider agrees that the funds awarded by the County shall be used by the Provider solely for Fire Protection Services, which includes use for personnel, equipment, vehicles, radio equipment, and building improvements, fire safety education, and solely in accordance with the terms and conditions of this Agreement. It is anticipated that a portion of the funds awarded to the Provider under this Agreement shall be paid out of the County's collection of the Health Services Taxes. Any funds received from the Health Services Taxes should be used to provide "health services" in the County, as provided under Texas Tax Code § 324.081. The Provider hereby represents and warrants that such funds awarded and received under this Agreement will be used solely to provide "health services" as provided under the Texas Tax Code §324.081, as amended or supplemented, and that the County is hereby relying on such representation and warranty in connection with awarding funding under this Agreement. The Provider agrees that the County shall have the immediate right to audit the

Provider's books, records and files to verify and confirm how the funds have been spent, which audit may take place at any time and from time to time at the request of the County. The Provider agrees to provide the County with all such other and further information, certifications, documents and records as the County may request from time to time to confirm that the funds are being spent in accordance with this Agreement and so that the County may confirm that the Provider is in compliance with its duties and obligations under this Agreement and any applicable laws. The Provider agrees to provide an independent annual "agreed upon procedures" audit by August 31st for review by The County. The Provider agrees to keep a complete and accurate set of books and financial records, prepared in accordance with sound and recognized business and accounting principles, consistently applied, that fully record and report on the Provider's use of the funds. Such books and records shall be maintained by the Provider at its principal place of business at all times during the term of this Agreement and for a period of at least six years following the termination of this Agreement. The following funding provisions shall apply:

(a) Provider will develop specific written policies and procedures to follow for the expenditure of funds. The policies and procedures should clearly identify the process to be followed by designated personnel, eligible personnel reimbursement expenses, documentation that must be provided for all types of expenditures, and the approval process including evidence of approval.

(b) Provider will require all individuals that have access to department funds be bonded and have a complete background check on file.

(c) All expenditures incurred by the Provider shall be recorded and accounted for in the check register maintained by the department or, if check is not used, documentation must be kept. In all cases, Provider must keep documentation and receipts of all expenditures.

(d) Provider will establish a separate bank account for the expenditure of County grant funds to avoid commingling revenues and to clearly identify how the funds were spent.

(e) Provider shall establish an anti-fraud policy.

(f) Provider shall not use funds to provide personal loans to members or to any other person.

(g) Provider shall not use funds to repair any vehicle or equipment other than that owned by the Provider's "department".

(h) Fuel expenses shall be documented by vehicle. If the Provider furnishes fuel for any member, it must be accomplished by the receipt and reimbursement method. Provider shall not allow members to directly fuel personal vehicles.

5. Provider represents, covenants and warrants as follows:

(a) Provider is a Texas municipal corporation and is in good standing under the laws of the State of Texas, whose Articles of Incorporation are in good standing with the Secretary of State, and has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement. The Provider agrees to conduct all meetings in accordance

with the Texas Open Meetings act. Without limiting the generality of the foregoing, Provider holds all licenses and certificates required by the State of Texas or any other governmental agency to provide Fire Protection Services.

(b) Provider shall provide the Fire Protection Services in compliance with all applicable federal, state and local laws. Provider, at its sole cost and expense, shall ensure that all employees and volunteers are adequately trained to perform at the requisite levels and standards required by all applicable laws.

6. Provider, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct the performance of the Fire Protection Services incident to its duties and obligations under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal/agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other Party. Provider shall be solely responsible for the interviewing, hiring, training, assignment, control, management, compensation, promotion, or termination of Provider's employees and volunteer firefighters. County shall have no obligation to pay or compensate the employees, volunteers or contractors hired by Provider for the Fire Protection Services provided for under this Agreement. The duty and obligation to pay or compensate the employees, volunteers or contractors rests solely with Provider. Accordingly, Provider hereby represents and warrants that it will comply with all applicable employment, labor, payment, overtime, and benefit laws that apply to its business.

7. This Agreement shall be for a term of one (1) year commencing on January 1, 2025 and ending on December 31, 2025 (the "Term"). Either Party may terminate this Agreement upon three months (3) months written notice to the other Party. The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

8. The County shall have the right to terminate this Agreement upon giving ten (10) days written notice to the Provider in the event of Provider's failure to provide Fire Protection Services in compliance with the terms of this Agreement or all applicable laws or in the event the Provider is in breach of any other obligation or covenant made in this Agreement. In the event the County terminates this Agreement, the County shall be released from all further obligations hereunder and any funding for the Provider that had already been approved by the County but not yet disbursed shall be forfeited by the Provider and shall be retained by the County.

9. Provider shall procure and maintain at its cost and expense insurance with such reliable insurance companies as the County may from time to time require and approve, and such insurance as will meet the requirements of federal and state regulatory bodies having jurisdiction. Provider shall procure and maintain an insurance policy or policies for:

A. Comprehensive General Liability (Bodily Injury and Property Damage) including the following supplemental coverages (a) Contractual Liability to cover liability assumed under this Agreement; (b) Personal Injury Liability with the "employee" and "contractual" exclusions deleted, and (c) Broad Form Property Damage Liability Insurance. The limit of liability for such insurance shall not be less than \$1,000,000.00 per occurrence.

B. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned and non-owned vehicles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage.

C. Professional Liability Insurance. Such insurance shall extend to all employees, volunteers, contractors, and agents of Provider that render medical services to people under this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence.

In addition, Provider further agrees to cause contractual liability insurance endorsements or policies to be issued to insure Provider's contractual obligations hereunder, including the Provider's indemnity agreement made in favor of the County. Each company issuing an insurance policy pursuant to this Section shall be authorized to transact business in the State of Texas and such company shall be subject to the prior approval of the County. The Provider shall provide to the County, before commencing any services hereunder, an insurance certificate as proof of the insurance coverage set forth herein.

The above insurance policies shall include a requirement that the insurer provide the County with 30 days written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified above shall name the County as an additional insured with respect to the services (or incidental services) rendered under this Agreement; provide that said insurance is primary coverage with respect to all insureds; contain a Standard Cross Liability Endorsement of Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policies cover claims or suits by one insured against the other; and contain a waiver of subrogation.

10. **Building Usage:** This section shall apply to Providers housed in county-owned buildings. **Exhibit 3** of this agreement details building assignments for each department.

A. USE OF PREMISES.

Provider shall have the right to use the Premises for the provision of Fire Protection Services. Subject to the limitations contained herein and all applicable federal, state and local laws, the Premises may be used for the day-to-day operations of Provider, for the housing of fire trucks and fire-fighting equipment, and for any other activities that are reasonably related in County's sole discretion to the provision of Fire Protection Services in Chambers County, Texas in compliance with the Funding Agreement.

The Premises shall be used only for the purposes specified above and for no other purpose. Use of the Premises for purposes other than those specified in herein will be deemed a default of this Agreement. Provider shall comply with all legal requirements affecting the Premises and its use. Provider shall not do or permit anything to be done, nor bring or keep anything in or around the Premises that will increase the risk of property damage or personal injury nor commit or suffer any waste upon or about the Premises.

**B. ALTERATIONS, REPAIRS AND MAINTENANCE.**

Provider agrees not to make or permit any alterations to the Premises without the prior written consent of County. Provider shall maintain the Premises in its present condition and shall keep the same neat, clean and orderly. Provider shall repair any damage it causes, or in lieu of requiring repairs, County shall have the right to perform such repairs itself, in which case all reasonable repair costs shall be payable by Provider upon request. Upon termination of this License, Provider shall deliver the Premises to County in the same condition as it existed upon commencement of this License, less reasonable and ordinary wear and tear. Provider shall pick up and properly dispose of all waste and trash on the Premises by no later than the end of the Term.

**C. ENTRY BY COUNTY.**

County and its agents shall have the right to enter the Premises for any business purpose, including to inspect the same or to make repairs or alterations to the Premises.

**D. ASSIGNMENT AND SUBLICENSE.**

Provider shall not (a) assign this License or any interest in this License, (b) permit the use of the Premises by any person or persons other than Provider, nor (c) sublicense all or any part of the Premises.

**E. INSURANCE.**

County shall provide insurance on the building structure. Provider shall be responsible for insuring contents, vehicles, and equipment.

11.

12. The Parties agree to the responsibility for civil liability as described in Government Code §791.006(a). Responsibility for civil liability shall be retained by the County for the provision of Emergency Services by the Provider within the territorial jurisdiction of the County. In the event that any provision of this Agreement shall be held invalid or unenforceable, the validity and enforceability of the remaining

provisions of this Agreement shall not in any way be affected thereby. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.



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

14. This Agreement shall be deemed performable in Chambers County, Texas. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Chambers County, Texas.

15. No changes to this Agreement shall be made except upon written agreement of both Parties.

16. All notices called for or contemplated hereunder shall be in writing and shall be valid when actually received by the Party to whom such notice is given if sent via a private courier, such as Federal Express or Airborne, or by telecopy, or by means other than the United States Mail, or on the date when deposited in the United States Mail, postage pre-paid, and sent by Certified Mail, Return Receipt Requested and addressed to the Party as herein specified below:

(a) Notices to the County shall be delivered or sent as follows:

Office of the Chambers County Judge  
Chambers County Courthouse  
P.O. Box 939  
Anahuac, Texas 77514

(b) Notices to Provider shall be delivered or sent as follows:

Mont Belvieu VFD  
PO Box 1048  
Mont Belvieu, TX 77580

With a copy to:

The Randle Law Office  
ATTN: J. Grady Randle  
820 Gessner, Suite 1570  
Houston, Texas 77024

17. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to

certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's sole and exclusive remedy shall be to terminate this Agreement. If this agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

18. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

19. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW.

20. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it will not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CHAMBERS COUNTY, TEXAS

PROVIDER: CITY OF MONT BELVIEU

Sign: \_\_\_\_\_  
County Judge

Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

(COUNTY SEAL)

Sign:

\_\_\_\_\_ Title: \_\_\_\_

APPROVED  
AS TO  
FORM:



\_\_\_\_\_  
\_\_\_\_\_

Heather N.  
Cook,  
Attorney for  
Mont Belvieu



CITY OF MONT BELVIEU

Emergency Services (Fire/EMS)

City Council
AGENDA REPORT

To: Prepared By: Tracey Hickman
Meeting Date: January 13, 2025 Prepared for: Emergency Services (Fire/EMS)
Agenda Item Number: H.8 Department: Emergency Services (Fire/EMS)
Subject: Discussion of and possible action on approving EMS Department funding agreement with Chambers County. Meeting Body: City Council

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1048

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:



## INTERLOCAL FUNDING AGREEMENT FOR EMS SERVICES

**THIS INTERLOCAL FUNDING AGREEMENT FOR EMS SERVICES** (hereinafter "Agreement") is made and entered into effective **January 1, 2025** by and between the County of Chambers, Texas (the "County"), a political subdivision of the State of Texas, and the City of Mont Belvieu, a Texas home rule municipality of Texas (the "Provider"), hereinafter referred to as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, the County is a political subdivision of the State of Texas governed by a duly elected Commissioners' Court; and

WHEREAS, pursuant to Chapter 324 of the Texas Tax Code, the County has adopted and imposed a one-half percent (1/2%) sales tax, the proceeds of which are to be used to provide health services in Chambers County, Texas (herein referred to as the "Health Services Tax"); and

WHEREAS, the County has established the Chambers County EMS Funding Program (the "Program") pursuant to which a portion of the Health Services Taxes collected by the County will be disbursed by the County to volunteer emergency medical service ("EMS") providers located within the County to assist them in financing their operations in order to promote the provision of health services within the County; and

WHEREAS, in connection with the Program the County has approved the allocation of a portion of the Health Services Taxes to the Provider which funds will be allocated and disbursed to Provider in accordance with the terms and conditions of the Program and this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Chapter 791, of the Texas Government Code (the "Interlocal Cooperation Act"), which allows the contracting parties to enter into interlocal agreements for the joint performance of governmental and administrative functions that each is authorized to perform independently, such as fire services; and

WHEREAS, the purpose of this Agreement is for Provider to provide certain governmental functions as described by Texas Civil Practice and Remedies Code Section 101.0215 and services for the County; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective governing bodies,

individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

## AGREEMENT

NOW THEREFORE, in consideration of the premises and of the promises and covenants contained herein, and subject to the conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Pursuant to the Program, the County hereby awards, allocates, and agrees to pay to Provider the total amount of One Million and 00/100 Dollars (\$1,000,000.00) from the Health Services Taxes collected by the County in consideration of the EMS and First Responder Service provided by Provider in this Agreement. This award and allocation is made for calendar year **2025**. The funds allocated and awarded under this Agreement to the Provider shall be made in quarterly installments that shall be paid by the 30<sup>th</sup> day of the months of January, April, July and October.. Prior to making any disbursement of funds, the County may require Provider to furnish to the County such documents and certifications as the County may request to confirm that the Provider is in compliance with the terms and conditions of this Agreement with all applicable laws and with any terms and conditions of the Program. All parties paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event the County chooses to terminate the Agreement during the Term, the compensation paid to the date of termination shall be nonrefundable. In the event the Provider terminates this Agreement during the Term, the compensation paid or due and payable shall be refundable to the County based on a pro rata basis based on the numbers of months of the one year term completed.

2. Provider shall provide EMS and First Responder Services to all residents of the County, which services shall be provided in compliance with all applicable federal, state and local laws. Provider must staff two (2) certified medics at all times, 24 hours per day, 7 days per week, each day of the year. Provider's primary coverage area is defined as Service Area 10 of the Chambers County Emergency Services Coverage Areas Map, and as more particularly described and shown on Exhibit 1, hereby attached and incorporated by reference. Provider also agrees to provide EMS and First Responder Services to any city or municipality located in its primary coverage area with which the County entered into an interlocal agreement to provide EMS and First Responder Services. If Provider is unable to provide any of such services, another provider in an adjacent district will be dispatched to assist in providing such services. If another provider in an adjacent district is unable to provide sufficient EMS and First Responder Services in the adjacent district, Provider agrees to provide EMS and First Responder Services to the adjacent district.

3. Provider is permitted to bill and collect fees from a patient for which EMS and First Responder Services are provided within the County in accordance with the fee schedule hereby attached and incorporated by reference as **Exhibit 2** to this Agreement. The Provider and not the County shall be solely responsible for paying all required federal state, and local taxes related to any amounts received by the Provider pursuant to this Agreement.

4. The Provider agrees to follow all Chambers County Emergency Services Guidelines in providing EMS and First Responder Services pursuant to this Agreement. A current copy of the Chambers County Emergency Services Guidelines is hereby attached and incorporated by reference as **Exhibit 3** to this Agreement.

5. The funds awarded to the Provider under this Agreement shall be paid solely out of the County's collection of the Health Services Taxes. All funds received from the Health Services Taxes shall be used to provide "health services" in the County, as provided under Texas Tax Code § 324.081. The Provider hereby represents and warrants that such funds awarded and received under this Agreement will be used solely to provide "health services" as provided under the Texas Tax Code § 324.081, as amended or supplemented and that the County is hereby relying on such representation and warranty in connection with awarding funding under this Agreement. Provider agrees that this Agreement and the County's promise to pay the funds awarded herein shall not constitute any type of indebtedness of the County and that neither the faith and credit nor the taxing power of the County is pledged to the payment of the funds awarded herein to the Provider.

6. The Provider agrees that the funds awarded by the County shall be used by the Provider solely for EMS and First Responder Services, which includes use for personnel, equipment, vehicles, radio equipment, and building improvements, and solely in accordance with the terms and conditions of the Program. The Provider agrees to provide the County with an annual written statement summarizing how the funds have been spent and certifying to the County that the funds have been utilized solely for the purposes stated in its application for funding and in accordance with the Program. The Provider agrees that the County shall have the right to audit the Provider's books records and files to verify and confirm how the funds have been spent, which audit may take place at any time and from time to time at the request of the County. The Provider shall make such books, records and files available to the County for inspection and copying during normal business hours at the offices of the Provider without charge or expense to the County. The Provider agrees to provide the County with all such other and further information, certifications, documents and records as the County may request from time to time to confirm that the funds are being spent in accordance with the Program and so that the County may confirm that the Provider is in compliance with its duties and obligations under this Agreement and any applicable laws. The Provider agrees to keep a complete and accurate set of books and financial records,

prepared in accordance with sound and recognized business and accounting principles, consistently applied, that fully record and report on the Provider's use of the funds. Such books and records shall be maintained by the Provider at its principal place of business at all times during the term of this Agreement and for a period of at least six years following the termination of this Agreement. The following funding provisions shall apply:

(a) Provider will develop specific written policies and procedures to follow for the expenditure of funds. The policies and procedures should clearly identify the process to be followed by designated personnel, eligible personnel reimbursement expenses, documentation that must be provided for all types of expenditures, and the approval process including evidence of approval.

(b) Provider will require all individual that have access to department funds be bonded and have a complete background check on file.

(c) All expenditures incurred by the Provider shall be recorded and accounted for in the check register maintained by the department or, if check is not used, documentation must be kept. In all cases, Provider must keep documentation and receipts of all expenditures.

(d) Provider will establish a separate bank account for the expenditure of County grant funds to avoid commingling revenues and to clearly identify how the funds were spent. Provider shall establish an anti-fraud policy.

(g) Provider shall not use funds to provide personal loans to members or to any other person.

(h) Provider shall not use funds to repair any vehicle or equipment other than that owned by the Provider's "department".

(i) Fuel expenses shall be documented by vehicle. If the Provider furnishes fuel for any member, it must be accomplished by the receipt and reimbursement method. Provider shall not allow members to directly fuel personal vehicles.

7. Provider represents, covenants and warrants as follows:

(a) Provider is a city within the State of Texas and is in good standing under the laws of the State of Texas, is duly qualified to transact business and hold property in the State of Texas and in every jurisdiction in which the nature of its activities requires it to be so qualified, has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement. Without limiting the generality of the foregoing, Provider holds all licenses and certificates required by the State of Texas or any other governmental agency to provide EMS and First Responder Services.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or

compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Provider is now a party or by which Provider or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Provider.

(c) Provider shall prepare and adopt procedures manual for providing EM and First Responder Service so as to ensure that the Provider operates and provides such services in compliance with all applicable laws. Provider, at its sole cost and expense shall ensure that all employees and volunteers are adequately trained to perform at the requisite levels and standards required by all applicable laws.

8. Provider is and shall be an independent contractor, and subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct the performance of the EMS and First Responder Services incident to its duties and obligations under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal/agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for the interviewing, hiring, training, assignment, control management compensation promotion, or termination of Provider's employees. County shall have no obligation to pay or compensate the employees, volunteers or contractors hired by Provider for the EMS and First Responder Services provided for under this Agreement. The duty and obligation to pay or compensate the employees, volunteers, or contractors rests solely with Provider. Accordingly, Provider hereby represents and warrants that it will comply with all applicable employment, labor, payment, overtime, and benefit laws that apply to its business.

9. This Agreement shall be for a term of one (1) year commencing on January 1, 2025 and ending on December 31, 2025 (the "Term"). Either Party may terminate this Agreement upon three months (3) months written notice to the other Party. The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

10. The County shall have the right to terminate this Agreement upon giving ten (10) days written notice to the Provider in the event of Provider's failure to provide EMS and First Responder Services in compliance with the terms of this Agreement or all applicable laws or in the event the Provider is in breach of any other obligation or covenant made in this Agreement. In the event the County terminates this Agreement, the County shall be released from all further obligations hereunder and any funding for the Provider that had

already been approved by the County but not yet disbursed shall be forfeited by the Provider and shall be retained by the County.

11. Provider shall procure and maintain at its cost and expense insurance with such reliable insurance companies as the County may from time to time require and approve, and such insurance as will meet the requirements of federal and state regulatory bodies having jurisdiction. Provider shall procure and maintain an insurance policy or policies for:

A. Comprehensive General Liability (Bodily Injury and Property Damage) including the following supplemental coverages (a) Contractual Liability to cover liability assumed under this Agreement; (b) Personal Injury Liability with the "employee" and "contractual" exclusions deleted and (c) Broad Form Property Damage Liability Insurance. The limit of liability for such insurance shall not be less than \$1,000,000.00 per occurrence.

B. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned and non-owned vehicles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage.

C. Professional Liability Insurance. Such insurance shall extend to all employees, volunteers, contractors, and agents of Provider that render medical services to people under this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence.

In addition, Provider further agrees to cause contractual liability insurance endorsements or policies to be issued to insure Provider's contractual obligations hereunder including the Provider's indemnity agreement made in favor of the County. Each company issuing an insurance policy pursuant to this section shall be authorized to transact business in the State of Texas and such company shall be subject to the prior approval of the County. The Provider shall provide to the County, before commencing any services hereunder, an insurance certificate as proof of the insurance coverage set forth herein.

The above insurance policies shall include a requirement that the insurer provide the County with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified above shall name the County as an additional insured with respect to the services (or incidental services) rendered under this Agreement; provide that said insurance is primary coverage with respect to all insureds; contain a standard Cross Liability Endorsement of Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policies cover claims or suits by one insured against the other; and contain a waiver of subrogation.

12. The Parties agree to the responsibility for civil liability as described in

Government Code §791.006(a). Responsibility for civil liability shall be retained by the County for the provision of Emergency Services by the Provider within the territorial jurisdiction of the County.

13. In the event that any provision of this Agreement shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

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

15. This Agreement shall be deemed performable in Chambers County, Texas. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Chambers County, Texas.

16. No changes to this Agreement shall be made except upon written agreement of both Parties.

17. All notices called for or contemplated hereunder shall be in writing and shall be valid when actually received by the Party to whom such notice is given if sent via a private courier, such as Federal Express or Airborne, or by telecopy, or by means other than the United States Mail, or on the date when deposited in the United States Mail, postage pre-paid, and sent by Certified Mail, Return Receipt Requested and addressed to the Party as herein specified below:

- (a) Notices to the County shall be delivered or sent as follows:

Office of the Chambers County Judge  
Chambers County Courthouse  
P.O. Box 939  
Anahuac, Texas 77514

- (b) Notices to Provider shall be delivered or sent as follows:

Mont Belvieu EMS  
P.O. Box I048  
Mont Belview, Texas 77580

With a copy to:

The Randle Law Office  
J. Grady Randle  
820 Gessner, Suite 1570  
Houston, Texas 77024

18. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to the any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's sole and exclusive remedy shall be to terminate this Agreement. If this agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

19. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

20. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or contrary to the law by a court of competent jurisdiction or contrary to any rule or regulation in the remaining portions of the Agreement, it will not affect, impair, or invalidate this Agreement as a whole or any provision hereof not declared to be invalid or contrary to law. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

21. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CHAMBERS COUNTY,  
TEXAS

PROVIDER: CITY OF MONT BELVIEU

By: \_\_\_\_\_  
Judge Jimmy Sylvia

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

County Clerk

(COUNTY SEAL)

\_\_\_\_\_

City Clerk

(CITY SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather N. Cook, Attorney for Mont Belvieu



CITY OF MONT BELVIEU

Engineering

City Council
AGENDA REPORT

To: Prepared By: Francisco Carrillo
Meeting Date: January 13, 2025 Prepared for: Engineering
Agenda Item Number: H.9 Department: Engineering
Subject: Discussion on Ditch Maintenance and Regrading Meeting Body: City Council

Item Summary:

As requested by motion during the last City Council meeting, staff opens up the ditch regrading and maintenance issues and concerns for discussion.

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included: No

Staff Recommendation Included: No

FISCAL NOTE

AGENDA ITEM NUMBER: 1049

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:



CITY OF MONT BELVIEU

Administration

City Council
AGENDA REPORT

To: Prepared By: Allison Dunning
Meeting Date: January 13, 2025 Prepared for: Administration
Agenda Item Number: I.1 Department: Administration
Subject: Minutes Meeting Body: City Council

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1037

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

- Minutes 11.25.2024 CIP Workshop.pdf
Minutes 11.25.2024.pdf
Minutes 12.09.2024.pdf



## City Council

COUNCIL CHAMBERS  
11607 EAGLE DRIVE  
MONT BELVIEU, TX, 77523

Monday, November 25, 2024  
3:00 p.m.

- A) **Call to order and announcement of quorum.**
- B) **Workshop.**
  - B.1) CIP Presentation.

**Department:** Administration

City Manager, Brian Wunningham, opened the City Council CIP Workshop at 3:13pm, stating this is an opportunity for Council and Staff to review numbers and goals. This review is over strategic projects that does not affect the daily operations. This vision and mission hasn't really changed over the last few years, same path for 2030 CIP.

Reviewed slide breakdown of CIP projects 20 years 66 projects ~\$183,600,000. Viewed a brief video of a compilation of most recent projects. Slide review over the 36 projects that have been completed since the previous March 2024 workshop. Councilman Price recommended the video on our website so citizens can view, and it was agreed that our Communications team will be adding for public to view.

Discussion on our current EOC room, City Council will be going on a tour of the area for those that have not seen it since updates have been completed in this area. Reviewed the potential for a traffic center for transportation. The city was granted \$800,000, with City's part of \$200,000. Camera access and review was also part of discussion. This traffic center would house someone that would not only monitor the center but be able to respond real time traffic signal issues. Discussion on cameras and park safety/how those will be monitored in the future with motion activation.

Francisco Carrillo introduced Natalie Lopez, new Assistant Director of Engineering. Brian Wunningham went back into the presentation, reviewing the 2024-2025 projects, asking if Council would like to discuss more in-depth. One

mentioned is the EPRC Phase 1 buildout to double the area. This would change the grill to a larger child watch area, tackling both projects and create a domino effect. If this is approved, we would want to build out the clubhouse.

Discussion on Eagle Pointe Blvd build out and traffic control. This is urbanizing the most important road in town, while keeping up with the demand. We recommend to pursue this, per Brian Winningham. Discussion with Council and City Manager regarding the importance of infrastructure over luxuries (needs versus wants). Reviewed the plans of the course green renovations. 2024-2025 projects and 2026-2027 reviewed, including water infrastructure, stating water tower \$5.5 million that Riceland is granting us (2024-2025). Per Bill Thompson, next City Council he will be bringing design of this water tower. City Park Phase 2 at \$9.4 Million for this expansion for 2026. Discussion on abandoning canal, Riceland wants to abandon as well. Final review in the presentation was the police facilities. Police Station plan for series 2028 with a cost of \$12Mil, including additional space for growth as we did for City Hall. We also have another area that the police station could be built potentially on city owned land, however, we need to look into this sooner rather than later due to growth.

**C) Adjournment.**

Adjourned at 5:03pm.



# City Council

**COUNCIL CHAMBERS  
 11607 EAGLE DRIVE  
 MONT BELVIEU, TX, 77523**

**Monday, November 25, 2024  
 6:00 p.m.**

**A) CALL TO ORDER AND ANNOUNCEMENT OF QUORUM.**

A quorum was met, with notice of Councilman Tim Duree being absent.

**PRESENT:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, and Mickey Bertrand

**ABSENT:**

Tim Duree

**ALSO PRESENT:**

None.

**B) INVOCATION.**

Grady Randle led invocation.

**C) PLEDGE TO FLAGS.**

**D) PUBLIC STATEMENTS AND COMMENTS.**

No public statements or comments.

**E) CITY MANAGER'S RECOGNITIONS.**

E.1) Forty year service recognition: Police Chief Jimmy Ellison.

**Department:** Administration

City Manager Brian Winningham spoke on Police Chief Jimmy Ellison's forty years of service, with four years being with the City of Mont Belvieu. Brian highlighted some of his successes: 1984 Jimmy Ellison began his law enforcement career, slowly building his career to Sgt and leadership, reviewing his career to date. Brian Winningham presented our Police Chief a .38 special original police gun encased for wall decor, provided with the help of BHISD Superintendent Dr. Greg Poole.

E.2) Employee Recognitions.

**Department:** Administration

Brian Ligon, Director of Communications, presented the certificate of recognition to the Communication Group's Multimedia Specialist, Blake Vuong, for his efforts and awards with TATO in 2024. Blake came in third place in sound design for LEPC shelter in place video, and award of merit for the fire department recruiting video. City Manager, Brian Winningham presented a City Manager challenge coin and certificate of recognition.

Rebecca Pitman, Director of Finance, came to podium to speak on recognition for the GFOA award we received and the hard work of our Budget Analyst, Jennifer Schultz. City Manager said a few words of appreciation and presented the certificate and City Manager's challenge coin.


**F) ITEMS FOR INDIVIDUAL CONSIDERATION/DISCUSSION.**

F.1) Discussion of and possible action on proposed Energy Transfer Mont Belvieu NGLs LP Well 22NT, Permit No 24-8230.

**Department:** Administration

Approving the permit, but City needs to look at the ordinance.

Cover Page 

McWilliams City of Mont Belvieu Well Permit Application 24-8230.pdf 

Moved by: Mike Pomykal, seconded by Don Price to approve F.1) Discussion of and possible action on proposed Energy Transfer Mont Belvieu NGLs LP Well 22NT, Permit No 24-8230.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- F.2) Discussion of and possible action on Economic Development Services Agreement between City and MBAC.

**Department:** Administration

Deputy City Manager, Andy Rodgers, reviewed the services that MBAC provides the city. Recommending three year agreement at 3x annual payments of \$20K per year, total of \$60K. Informational Kiosk will be located in the MBAC building.

Mont Belvieu MBAC Agreement 2024 2027 FINAL NOV 19 2024.docx

Memo Mont Belvieu MBAC Economic Development Services Agreement.pdf

Moved by: Arnold Peters, seconded by Jabo Leonard to approve City Staff recommends approval of this item.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

Don Price

**RECUSALS:**

None

**SUMMARY:**

5 Yeas; 0 Nays; 1 Abstains; 1 Absent.


- F.3) Discussion of and possible action on amending Development Agreements for Riceland Municipal Utility Districts No?s 1, 2 and 3 and Riceland Management District Agreements.


-


**Department:** Administration

CFO, Calyn Wesson, spoke on this item. We pay Riceland back \$0.18. TCEQ cap has changed and we would like to amend this Riceland agreement to give the city some breathing room with the new cap. This helps us cashflow and

prepare, noting this doesn't necessarily decrease our liabilities. MUD 1, 2, 3. More in-depth discussion on how this agreement works with Councilman Leonard questioning this item.

[Riceland MUD 1 - First Amendment Water Supply and Wastewater Services Agreement with City of Mont Belvieu.pdf](#) 

[Riceland MUD 2 - First Amendment Water Supply and Wastewater Services Agreement with City of Mont Belvieu.pdf](#) 

[Riceland MUD 3 - First Amendment Water Supply and Wastewater Services Agreement with City of Mont Belvieu.pdf](#) 

[Riceland Dev Agreement Amendment 1.pdf](#) 

Moved by: Mike Pomykal, seconded by Jabo Leonard to approve F.3) Discussion of and possible action on amending Development Agreements for Riceland Municipal Utility Districts No?s 1, 2 and 3 and Riceland Management District Agreements.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.


- F.4) [Discussion of and possible action on approval of Riverside Estates Sections #2 and #3 Preliminary Plats.](#)


**Department:** Planning & Development


[Cover Page](#) 

Tristan Lyons, Senior Planner, reviewed this item regarding Riverside Estates history, now bringing #2, #3, reviewing the sq ft of lots and row information. Planning and Zoning reviewed last week and recommended approval. Councilman Leonard questioned street width and confirmed its between 24-26 ft with the developers in the audience. Councilman Peters asked where the cart path is going to be located in this area? City Manager stated it would be in the

ROW area, still have some work on this to complete.

Riverside Estates Section #2 Preliminary Plat 

Riverside Estates Section #3 Preliminary Plat 

Riverside Estates vicinity map 

Riverside Estates Master Plan (Approved June 2021) 

Moved by: Mike Pomykal, seconded by Arnold Peters to approve F.4) Discussion of and possible action on approval of Riverside Estates Sections #2 and #3 Preliminary Plats.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**


6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- F.5) Discussion of and possible action on adopting a resolution authorizing submitting a Texas Community Development Block Grant program application to the Texas Department of Agriculture for the 2025-2026 Community Development Fund.

**Department:** Planning & Development

Cover Page 

Tristan Lyons, Senior Planner, stated in previous meeting it was approved to work with GrantWorks, and now bringing the application and resolution.

Mont Belvieu TxCDBG 2025-26 Community Development Fund Submission Resolution 2024-20.docx 

MEMO to Council - Request Resolution for Grant Submission.docx 

Moved by: Jabo Leonard, seconded by Don Price to approve F.5) Discussion of and possible action on adopting a resolution authorizing submitting a Texas

Community Development Block Grant program application to the Texas Department of Agriculture for the 2025-2026 Community Development Fund.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None


**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- F.6) Discussion of and possible action on authorizing Change Order 1 to the contract for the installation of a generator to serve Eagle Pointe Recreation Center in an amount not to exceed \$104,000.00

**Department:** Engineering

CIP Manager, Steve Smith, spoke on this item regarding the EPRC generator. Council approved in the summer the purchase of the generator, noting we need to upsize and add an additional transfer switch. We received multiple proposals with this being the lowest. City Attorney stated if it's over \$100K City Council to authorize City Manager to approve.

[NEW - Eagle Point REC center -1600a ATS installation updated.pdf](#) 

Moved by: Mike Pomykal, seconded by Mickey Bertrand to approve Approve Change Order 1 to the contract with Worldwide Power Products for the installation of a generator to serve Eagle Pointe Recreation Center in an amount not to exceed \$104,000.000

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

- F.7) Discussion of and possible action on approving Change Order 6 to the contract for the construction of Fisher's Landing pavement.

**Department:** Engineering

Steve Smith, CIP Manager, spoke on this and explained this particular change order including Trinity. Engineer came back and stated we have a quantity discrepancy. Four projects involved in this, now would have a contract final amount after adjustment -\$15,957 (net decrease), but wanted to provide information to Council. Reason this change happened was scope change/possible task confusion. Concrete vs black top was the difference in materials.

Trinity Change Order Estimate 6.pdf 

Moved by: Mike Pomykal, seconded by Jabo Leonard to approve Approve Change Order No. 6

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**


6 Yeas; 0 Nays; 0 Abstains; 1 Absent.


- F.8) Discussion of and possible action on accepting Riceland Section 3.

**Department:** Engineering

Riceland Master.pdf 

Steve Smith, CIP Manager, discussed the third section of Riceland and reviewed the layout of Development. Sections 1, 2, 5, and 6 have already been accepted and now bringing section 3 to officially accept.

[Subdivision Assets Conveyance - Riceland Section 3.pdf](#) 

[RL 3 2-year COMB Maint Bond Corrected.pdf](#) 

Moved by: Mike Pomykal, seconded by Don Price to approve Approve acceptance of facilities for Riceland Section 3.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

**G) CONSENT AGENDA.**

G.1) Acceptance of 2024 Tax Roll and Assessed Valuation, Resolution 2024-019

**Department:** Administration

[Memo - Acceptance of the tax roll and assessed valuation.pdf](#) 

Question on what last year's tax valuation was 5.6 vs 5.8 Calyn Wesson believes, but will follow up with Councilman Pomykal and confirm.


G.2) October 2024 Finance Packet

**Department:** Finance

[Finance Packet - October 2024.pdf](#) 

G.3) Minutes.

**Department:** Administration

[Minutes 10.14.2024.pdf](#) 

Minutes 10.28.2024.pdf 

Moved by: Mike Pomykal, seconded by Jabo Leonard to approve G) CONSENT AGENDA.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Durec

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

**H) EXECUTIVE SESSION.**

Adjourned to Executive Session at 7:02pm

H.1) Executive Session pursuant to Section 551.071 of the Government Code to consult with city attorney regarding pending or contemplated litigation.

**Department:** Administration

H.2) Executive Session pursuant to Section 551.072 of the Government Code to consult with city attorney regarding deliberation of the purchase, exchange, lease, or value of real property.

**Department:** Administration

H.3) Executive Session pursuant to Section 551.087 of the Government Code to discuss or deliberate regarding economic development.

**Department:** Administration

Moved by: Don Price, seconded by Arnold Peters to approve H) EXECUTIVE SESSION.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

**I) DISCUSSION OF AND POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION.**

8:26pm returned from Executive Session; no action.

**J) ITEMS FOR FUTURE AGENDAS.**

**K) MAYOR/COUNCIL COMMENTS.**

Finance Department is superb per Councilman Pomykal. The talent and team we have are excellent, per Brian Winningham.

**L) ADJOURNMENT.**

Moved by: Jabo Leonard, seconded by Don Price to approve L) ADJOURNMENT.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

Tim Duree

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

Adjourned 8:29pm.



# City Council

**COUNCIL CHAMBERS  
 11607 EAGLE DRIVE  
 MONT BELVIEU, TX, 77523**

**Monday, December 9, 2024  
 6:00 p.m.**

**A) CALL TO ORDER AND ANNOUNCEMENT OF QUORUM.**

All Council present; quorum is met.

**PRESENT:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, and Mickey Bertrand

**ABSENT:**

None.

**ALSO PRESENT:**

None.

**B) INVOCATION.**

City Attorney, Grady Randle led invocation.

**C) PLEDGE TO FLAGS.**

**D) PUBLIC STATEMENTS AND COMMENTS.**

No public statements or comments.


**E) PUBLIC HEARING.**


Andrew Lloyd with Enterprise was here to discuss pipeline review and plan. Will tap in to an 8" existing pipeline for ethane. Remote valve at Lonestar end of the pipeline. Private property, 120 ft long.


- E.1) Public Hearing: Proposed Industrial Pipeline, Enterprise Products, LLC - 8? Ethane pipeline, Application No.24-8520.

**Department:** Administration

[24-8520-mont belvieu - application cover letter.pdf](#) 

[24-8520-attachment 2 - landowners.pdf](#) 

[24-8520-0\\_15438-city\\_permit set \(003\).pdf](#) 

[24-8520-attachment 1 - permits.pdf](#) 

**F) PARADE DONATION TO WEST CHAMBERS COUNTY FOOD PANTRY.**

Dustin Schubert, Parks and Recreation Director spoke on this item and had volunteers with the food pantry to receive this donation of \$3,775. These funds were raised by parade entry fees, and donated to the food pantry.

**G) PRESENTATION OF AWARDS FOR THE 15TH ANNUAL CHRISTMAS ON THE HILL PARADE.**

April Keller spoke at the podium on this item, and thanked everyone for all parade efforts. Dustin Schubert thanked his staff, Fire Dept, PD, Public Works for all their hard work. Best picture Award: BH ISS. Directors Cut Award: BH ECC. Classic Holiday Spirit Award: BH ESS. Cinematic Masterpiece Award: BH ISN. Spirit of the Season Award: BH ESN. Blockbuster Performance Award: MercyGate Church. Holiday Harmony Award: Barbers Hill Girls Soccer. Silver Screen Surprise Award: Targa Resources.

Mayor stated a lot of hard work goes into this, and this is what makes Mont Belvieu special, thank you.

**H) CITY MANAGER'S RECOGNITIONS**

H.1) Employee Recognitions

**Department:** Administration

City Manager, Brian Winningham, spoke at the podium on a few recognitions, introducing Human Resources Director, Sandra Cuellar-Wilson. Sandra discussed the team effort of the Employee Health Fair, noting this year we had 33 vendors, and 110 employees- an increase for both items. Haley May, Janice Jircik, and Abigail Godinez were all presented certificates of appreciation and City Manager challenge coins for the second annual health fair.

Building Official, Jose Rodriguez, recognized Christopher (Chris) Phillips and read his career background before coming to the City of Mont Belvieu. Chris was recognized for his efforts going above and beyond regarding the Honey Solutions case.

H.2) Parks and Recreation Christmas Team Recognition

**Department:** Administration


Dustin Schubert spoke on the Parks and Recreation Team and recognized their efforts for the decorations, events, Market at the Park, Parade, lights throughout the city, stating this takes months to prepare.

City Manager mentioned the time, energy, and efforts and how they are dedicated to their jobs, noting how appreciative we are of their talents. Dustin Schubert was also recognized for the 82 parade participants and how quickly the streets were cleaned; a great job was echoed by Mayor McWilliams.

## D) ITEMS FOR INDIVIDUAL CONSIDERATION/DISCUSSION.


- I.1) Discussion of and possible action on approving a design agreement with SPI Engineering in an amount not to exceed \$351,800.


**Department:** Engineering

Cover Page 

Natalie Lopez, Asst. Director of Engineering, spoke on this at the podium, design agreement being brought to Council. Per Councilman Pomykal, he asked about the tower cost. Brian Winningham stated significant savings with the land provided. We can get some better updates from the Engineering team in the near future.

SPI ET Design.pdf 

Riceland ET Sites.pdf 

SPI ET Design Recommendation Letter.pdf 

Moved by: Mike Pomykal, seconded by Tim Duree to approve Approve design agreement with SPI Engineering.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**


None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- I.2) Discussion of and possible action on approving a design agreement with IDS Engineering in an amount not to exceed \$113,430.


**Department:** Engineering

Cover Page 

Joe Yunk presented this item, noting design was done about 5-6 years ago and shelved. IDS will take this and run with it, 134 linear feet of design. Brian Winningham mentioned that the water line is included in two separate projects. One is 5 year along 99, and extended 10 year is down Hatcherville. Depending on demand signal we get from industry, we would offer potential sewer per Brian Winningham.

IDS 146 DESIGN.pdf 

IDS SH146 Water Main Design Recommendation Letter.pdf 

SH146 Task Order\_GSA.pdf 

Moved by: Mike Pomykal, seconded by Jabo Leonard to approve Approve design agreement with IDS Engineering.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- I.3) Discussion of and possible action on approving Change Order No. 3 to the CMAR contract FC-062 with Heritage Links, A Lexicon, Inc. Company, extending the contract time by 196 calendar days.

**Department:** Engineering

Eagle Pointe Phase 1b - Construction Schedule - Updated 12-4-24.pdf 

Joe Yunk spoke at the podium on this item, giving history of this contract and where we stand in Phase 1B. Proposed extension 196 days, with no cost to the city. We have had some long lead items with delays, per Joe, and will just need

to extend. City Manager, Brian Winningham, stated we were going to bring this back in January, but we brought this now before end of year with Council's recommendation.

Moved by: Mike Pomykal, seconded by Tim Duree to approve Approve Change Order No. 3

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

I.4) Discussion of and possible action on approving Ordinance No. 2024-024 amending 23/24 Budget.

**Department:** Administration

CFO, Calyn Wesson, budget is at the departmental level. Once accruals are over, we determine if there is a need for a budget amendment. Calyn referenced page 27 of the agenda packet for details. \$10.9 million dollars. Sales tax was our best year ever; industry is our biggest driver. Fourth year in a row, the golf course has made money.

In order to amend the budget, must pass an ordinance.

Cover Page 

Budget Amendment (23.24) Ordinance No 2024-024.pdf 

Moved by: Jabo Leonard, seconded by Don Price to approve I.4) Discussion of and possible action on approving Ordinance No. 2024-024 amending 23/24 Budget.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Moved by: Jabo Leonard, seconded by Don Price to approve I.4) Discussion of and possible action on approving Ordinance No. 2024-024 amending 23/24 Budget.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None


**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

I.5) Discussion of and possible action on canceling the December 23rd City Council Meeting.

**Department:** Administration

Approved to cancel.

Cover Page 

Moved by: Tim Duree, seconded by Jabo Leonard to approve I.5) Discussion of and possible action on canceling the December 23rd City Council Meeting.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None


**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.


**J) CONSENT AGENDA.**

J.1) FIRE/EMS-Purchase for Ancillary Equipment for 2024 Ambulance


**Department:** Emergency Services (Fire/EMS)

Cover Page 

Memo to Council for Ancillary Equipment for the 2024 Ambulance.pdf 


Stryker Quote 11016644 (Stair Chair for 2024 New Ambulance) 11-6-24.pdf 

Stryker Quote 11016662 (LUCAS for 2024 Ambulance) 11-6-24.pdf 

Stryker Quote 11016670 (MTS Power Load - For new 2024 Ambulance) 11-6-24.pdf 

J.2) PARD - Purchase for Eagle Pointe Studio B & Womens Restroom Renovation


**Department:** Parks & Recreation

Cover Page 

EPRC Studio B and Locker Room Memo 12-9-24.pdf 

J.3) Chambers County Hazard Mitigation Plan Resolution 2024-021

**Department:** Administration

2024-021 Resolution The Chambers County 2024 Hazard Mitigation Plan Update.pdf 

Moved by: Jabo Leonard, seconded by Don Price to approve J) CONSENT AGENDA.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

**K) EXECUTIVE SESSION.**

Adjourned to Executive Session 6:53pm.

K.1) Executive Session pursuant to Section 551.071 of the Government Code to consult with city attorney regarding pending or contemplated litigation.

**Department:** Administration

K.2) Executive Session pursuant to Section 551.072 of the Government Code to consult with city attorney regarding deliberation of the purchase, exchange, lease, or value of real property.

**Department:** Administration

K.3) Executive Session pursuant to Section 551.087 of the Government Code to discuss or deliberate regarding economic development.

**Department:** Administration

Moved by: Mike Pomykal, seconded by Jabo Leonard to approve K) EXECUTIVE SESSION.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

**L) DISCUSSION OF AND POSSIBLE ACTION RESULTING FROM EXECUTIVE SESSION.**

Returned from Executive Session 7:30pm, no action.

**M) ITEMS FOR FUTURE AGENDAS.**

Councilman Pomykal made a motion for an update on the status of the ditches on the slopes, with Councilman Peters seconding.

**N) MAYOR/COUNCIL COMMENTS.**

Mayor McWilliams stated the City Employee Christmas Dinner Party was mentioned and thanked Allison Dunning.

Mayor McWilliams is wishing everyone a Merry Christmas. Christmas Parade, per Councilman Peters, was envied by other towns. Councilman Duree thanked Mayor McWilliams for all he does as a Mayor. Seconded by Brian Winningham.

**O) ADJOURNMENT.**

Adjourned at 7:33pm

Moved by: Tim Duree, seconded by Jabo Leonard to approve O) ADJOURNMENT.

**AYES:**

Mike Pomykal, Arnold Peters, Joey McWilliams, Jabo Leonard, Tim Duree, Don Price, Mickey Bertrand

**NOES:**

None

**ABSENTS:**

None

**ABSTAINS:**

None

**RECUSALS:**

None

**SUMMARY:**

7 Yeas; 0 Nays; 0 Abstains; 0 Absent.



CITY OF MONT BELVIEU

Engineering

City Council
AGENDA REPORT

To: Prepared By: Steve Smith
Meeting Date: January 13, 2025 Prepared for: Engineering
Agenda Item Number: I.2 Department: Engineering
Subject: Cost Sharing Agreement with Riceland for Multi-Use Cart Path Meeting Body: City Council

Item Summary:

The agreement is to equally share the cost of constructing the Multi-Use Cart Path in sections described in the agreement which would allow access by residents in the Riceland development. The City of Mont Belvieu would complete construction and then invoice Riceland for actual construction costs as outlined in the agreement. Approval of constructing the cart path was made by Council at prior meetings. The agreement also provides for the approval of an underground electrical easement on city property along the cart path.

Staff Recommendation:

Approval of Cost Sharing Agreement and Electrical Easement

Fiscal Note Information Included:

Supporting Documents Included: Yes

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1044

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:

[Riceland Cart Path Cost Sharing Agreement.pdf](#)

## **COST SHARING AGREEMENT**

This **COST SHARING AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, by and between the **CITY OF MONT BELVIEU, TEXAS**, a home rule municipal corporation of the State of Texas (the “City,”) and **Riceland Development Company, Inc.**, a Texas corporation (“Developer”). The City and Developer may be referred to collectively herein as the “Parties,” and each may be referred to individually as a “Party.”

### **RECITALS**

**WHEREAS**, the City owns a parcel of real property in Chambers County, Texas, which is located in the city limits of the City of Mont Belvieu, Chambers County, Texas, and more fully described in **Exhibit A**, attached hereto and made a part hereof for all purposes (the “Property”); and

**WHEREAS**, the Developer acknowledges that the City is a home rule municipality and has the authority to enter into this agreement; and

**WHEREAS**, City proposes to construct a Multi-Purpose Cart Path on the Property, further described in **Exhibit B**, attached hereto and made a part hereof for all purposes (the “Project”); and

**WHEREAS**, the Parties desire to equally share the cost of constructing the Multi-Purpose Cart Path on the Property; and

**WHEREAS**, the City desires to grant the Developer an underground utility easement along the Multi-Purpose Cart Path adjacent to the Developer’s property to facilitate development of the property; and

**WHEREAS**, the Parties acknowledge that this Agreement is binding upon the City and the Developer and their respective successors and assigns; and

**WHEREAS**, the Parties have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; and

### **AGREEMENT**

**NOW THEREFORE**, for and in consideration of the premises and mutual promises, obligations, covenants, and benefits contained herein, the City and the Developer contract and agree as follows:

#### **ARTICLE 1 DEFINITIONS**

The terms “Agreement,” “City,” “Code,” “Developer,” “Party/Parties,” “Project, and “Development Property” shall have the meanings provided for them in the Recitals above.

#### **ARTICLE 2 CONDITIONS**

2.01 The City shall construct the proposed Multi-Purpose Cart Path on Property as shown on **Exhibit B**. Developer shall participate in the cost sharing of the construction of the

Multi-Purpose Cart Path on the Property from the point of intersection of the Developer's future Multi-Purpose Cart Path through the Path termination point at Eagle Pointe Golf Club parking area. The percentage sharing for this segment shall be 50% for Developer and 50% for City.

2.02 Upon final completion and City inspection of the Multi-Purpose Cart Path described in Section 2.02 hereof and acceptance of same by the City, the Developer shall pay the City the applicable pro-rata share based on final contracted costs. A preliminary cost estimate is provided in Exhibit C. The City shall provide an invoice to Developer for Developer's share which payment will be due within 30 days of receipt.

2.03 In consideration of the Developer's payment of its pro rata share of the costs for the Multi-Purpose Cart Path, the City agrees to grant to CenterPoint the underground utility easement as provided in Exhibit D.

### **ARTICLE 3 DEFAULT/TERM**

3.01. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

3.02. Unless otherwise expressly provided in this Agreement, each obligation of a Party is independent of any other obligation, and performance of such obligation shall not be conditioned upon the performance of any obligation of the other Party.

3.03. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party who has allegedly failed to perform. Such notification shall specify the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, subject, however, to the terms and provisions of Section 5.03, below. Upon request to the City with the contact information for a lender, the City will include Developer's lender(s) in the notice and will accept a cure tendered by a lender. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each Party shall have the affirmative obligation to mitigate its damages in the event of a default. Because of the nature of this Agreement and the difficulty in quantifying damages, any breach of this Agreement may result in irreparable damage for which there is not an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, a Party may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security and shall be entitled to attorney's fees and costs.

3.04. If a Party fails to perform any obligation, after the notice and opportunity to cure provided in Section 3.01, then the non-defaulting Party may cure the default and recover from the defaulting Party the cost of the cure.

**ARTICLE 4  
NO GUARANTEE OF FUTURE APPROVAL**

4.01. Nothing herein shall be construed as consent or approval by the City to any plats required for the Property or for any other approvals required of the City.

**ARTICLE 5  
MISCELLANEOUS PROVISIONS**

5.01. *Force majeure.* In the event either Party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the reasonable anticipation or control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

5.02. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution, or order adopted by the governing body of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents. Approvals and consents shall not be unreasonably withheld, conditioned or delayed.

5.03. Address and Notice. Any notice to be given under this Agreement shall be given in writing, addressed to the Party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested or by messenger delivery. Notice by mail shall be effective three days after depositing mail with the United States postal service. Notice given in any other manner shall be effective upon receipt by the Party to be notified. For purposes of notice, the addresses of the Parties shall be as follows:

If to the City, to:

Mayor Joey McWilliams  
City of Mont Belvieu  
P.O. Box 1048  
Mont Belvieu, TX 77580

With a copy to:

J. Grady Randle, City Attorney  
Randle Law Office Ltd., L.L.P.  
820 Gessner, Suite 1570  
Houston, TX 77024-4494

City Manager Brian Winningham  
City of Mont Belvieu  
P.O. Box 1048  
Mont Belvieu, TX 77580

If to the Developer, to:

Randy Hopper  
Riceland Development Company, Inc.  
8554 Katy Freeway, Suite 100  
Houston, Texas 77024-2849

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

5.04. Assignability; Successors and Assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Party, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may, without consent make a collateral assignment in favor of a lender. If such assignment of the obligations by the Developer hereunder is effective, the Developers shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder. The Developer may, without consent, assign this Agreement to Riceland Management District.

5.05. No Additional Waiver Implied. The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

5.06. Reservation of Rights. All rights, powers, privileges, and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.

5.07. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties, except as specifically provided herein.

5.08. Merger. This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties, or agreements between the Parties covering the subject matter of this Agreement.

5.09. Modification; Exhibits. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The Exhibits attached to this Agreement are incorporated by reference for all purposes. The recitals are incorporated as part of this Agreement.

5.10. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations, or liabilities of

the Parties or any provisions hereof, or in ascertaining the intent of either Party, with respect to the provisions hereof.

5.11. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.12. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

5.13. Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

5.14. Laws Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a court of competent jurisdiction located in or with jurisdiction over Chambers County, Texas.

5.15. Effective Date. This Agreement shall be and become effective on the date it is last executed by the Parties ("Effective Date").

5.16. Time of Essence. Time is of the essence in the performance of this Agreement.

5.17. Waiver of Governmental Immunity/ Developer Reliance/ Waiver of Damages. The Parties, to the extent allowed by law, intend this Agreement to be legally enforceable in accordance with Section 5.14 to the maximum extent permitted at law or in equity. Specifically, the City waives governmental immunity as to suit for only a claim to enforce specific performance and related legal fees. DEVELOPER WAIVES ANY CLAIM FOR DAMAGES (OTHER THAN LEGAL FEES) AND DEVELOPER'S SOLE AND EXCLUSIVE REMEDY IS TO ENFORCE SPECIFIC ENFORCEMENT AND RELATED LEGAL FEES. This Agreement is intended by the Parties to be a contract for goods or services contemplated by Texas Local Government Code Section 271.151 et. seq.

{Signature Pages to Follow}

CITY OF MONT BELVIEU, TEXAS

By: \_\_\_\_\_  
Mayor, Joey McWilliams

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Allison Dunning, City Secretary

Riceland Development Company, Inc.

By: \_\_\_\_\_  
Randy Hopper, VP Acquisitions & Development

Date: \_\_\_\_\_

APPROVED AS TO FORM:



\_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF CHAMBERS

§

This instrument was acknowledged before me on \_\_\_\_\_, 202\_, by Joey McWilliams as Mayor of the City of Mont Belvieu, Texas.

—

\_\_\_\_\_

Notary Public in and for the State of Texas

STATE OF TEXAS

§

§

COUNTY OF CHAMBERS

§

This instrument was acknowledged before me on \_\_\_\_\_, 202\_, by Riceland Development Company, Inc., on behalf of said entity.

\_\_\_\_\_

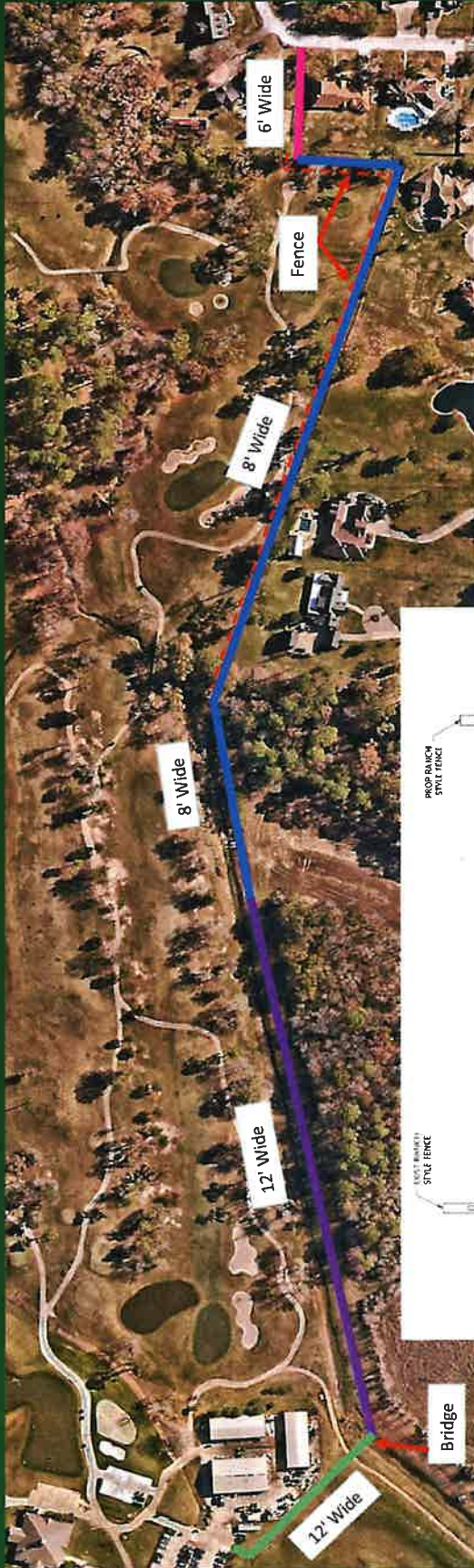
Notary Public in and for the State of Texas

**EXHIBIT A**  
**PROPERTY LOCATION**  
**EAGLE POINT GOLF CLUB**  
**12440 EAGLE POINTE DR, MONT BELVIEU, TX 77523**

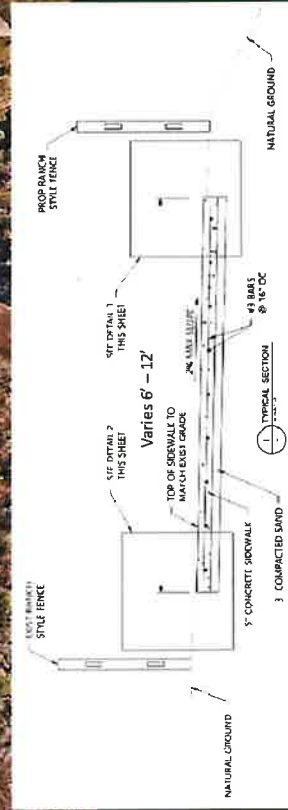


**EXHIBIT B**  
**CART PATH ALIGNMENT**

# Proposed Cart Path



Total Length: 3128'



**EXHIBIT C**



**Preliminary Estimated Cost for Cart Path  
from Fishers Landing to Eagle Pointe  
6' - 8' - 12' Wide**

Cost Sharing

	<b>Pink Section</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Cost</b>	<b>City</b>	<b>Riceland</b>
1	Golf Cart Pathway 6' wide x 5" Thick	1200	SF	\$8.88	\$10,656.00	\$10,656.00	\$0.00
2	Sprinkler Relocation & Misc	1	Each	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
3	<b>Construction Estimate</b>				<b>\$15,656.00</b>	<b>\$15,656.00</b>	<b>\$0.00</b>
4	<b>5 % Contingency</b>				<b>\$782.80</b>	<b>\$782.80</b>	<b>\$0.00</b>
5	<b>10 % CMAR</b>				<b>\$1,643.88</b>	<b>\$1,643.88</b>	<b>\$0.00</b>
6	<b>Construction Estimate Total</b>				<b>\$18,082.68</b>	<b>\$18,082.68</b>	<b>\$0.00</b>

	<b>Blue Section</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Cost</b>	<b>City</b>	<b>Riceland</b>
1	Golf Cart Pathway 8' wide x 5" Thick	14736	SF	\$8.00	\$117,885.44	\$117,885.44	\$0.00
2	Culverts (60", 48", 24")	1	Each	\$40,919.00	\$40,919.00	\$40,919.00	\$0.00
3	Slope Paving w/ Rocks	1	Each	\$3,350.00	\$3,350.00	\$3,350.00	\$0.00
4	Stabilized Sand Curbing	1	Each	\$4,579.00	\$4,579.00	\$4,579.00	\$0.00
5	Easment survey	1	Each	\$1,200.00	\$1,200.00	\$1,200.00	\$0.00
6	Concrete fencing only along Hole 8 (Staff Install)	1600	LF	\$28.00	\$44,800.00	\$44,800.00	\$0.00
7							
8	<b>Construction Estimate</b>				<b>\$212,733.44</b>	<b>\$212,733.44</b>	<b>\$0.00</b>
9	<b>5 % Contingency</b>				<b>\$10,636.67</b>	<b>\$10,636.67</b>	<b>\$0.00</b>
10	<b>10 % CMAR</b>				<b>\$22,337.01</b>	<b>\$22,337.01</b>	<b>\$0.00</b>
11	<b>Construction Estimate Total</b>				<b>\$245,707.12</b>	<b>\$245,707.12</b>	<b>\$0.00</b>

	<b>Purple Section</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Cost</b>	<b>City</b>	<b>Riceland</b>
1	Golf Cart Pathway 12' wide x 5" Thick	11836	SF	\$8.00	\$94,688.00	\$47,344.00	\$47,344.00
2							
3	<b>Construction Estimate</b>				<b>\$94,688.00</b>	<b>\$47,344.00</b>	<b>\$47,344.00</b>
4	<b>5 % Contingency</b>				<b>\$4,734.40</b>	<b>\$2,367.20</b>	<b>\$2,367.20</b>
5	<b>10 % CMAR</b>				<b>\$9,942.24</b>	<b>\$4,971.12</b>	<b>\$4,971.12</b>
6	<b>Construction Estimate Total</b>				<b>\$109,364.64</b>	<b>\$54,682.32</b>	<b>\$54,682.32</b>

	<b>Green Section</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Cost</b>	<b>City</b>	<b>Riceland</b>
1	Golf Cart Pathway 12' wide x 5" Thick	4366	SF	\$8.00	\$34,931.52	\$17,465.76	\$17,465.76
2	Six concrete box culverts 6'x9'x6" -Includes prep and install	1	Each	\$149,750.00	\$149,750.00	\$74,875.00	\$74,875.00
3							
4	<b>Construction Estimate</b>				<b>\$184,681.52</b>	<b>\$92,340.76</b>	<b>\$92,340.76</b>
5	<b>5 % Contingency</b>				<b>\$9,234.08</b>	<b>\$4,617.04</b>	<b>\$4,617.04</b>
6	<b>10 % CMAR</b>				<b>\$19,391.56</b>	<b>\$9,695.78</b>	<b>\$9,695.78</b>
7	<b>Construction Estimate Total</b>				<b>\$213,307.16</b>	<b>\$106,653.58</b>	<b>\$106,653.58</b>

**Total**      **\$586,461.60**    **\$425,125.70**    **\$161,335.90**

EXHIBIT D

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEDICATION OF UNOBSTRUCTED DRY  
PUBLIC UTILITY AND AERIAL EASEMENTS**

STATE OF TEXAS            }  
COUNTY OF CHAMBERS    }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, THE CITY OF MONT BELVIEU, herein called Grantor its successors and assigns which shall pertain to all provisions in this easement forever, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged has DEDICATED, and by these presents does DEDICATE, unto local public utilities (herein called Grantee) an unobstructed perpetual utility easement for electricity, natural gas, phone, fiber and cable communications (herein called Utility Facilities) and all necessary and related appurtenances for such utility purposes only , located on, over, under and across portions of the following described lands owned by Grantor, to wit:

Easement out of:

1. Called 2.938 Acres, Henry Griffith League A-12, Lula Fay Benes and Jerilyn Wilburn Novosad, Book OR Volume 320 Page 179, Chambers County Texas.
2. Called 79.981 Acres, Henry Griffith League A-12, John Benes and Lula Fay Benes, Book OR Volume 320 Page 187, Chambers County Texas

The easement areas herein granted are being more particularly described or shown in Exhibits "A", and "B" hereto attached and made a part hereof.

DESCRIPTION:

0.3533 ACRES (15,388 SQUARE FEET) TRACT OF LAND OUT OF THE HENRY GRIFFITH SURVEY, ABSTRACT 12, CHAMBERS COUNTY, TEXAS

Notwithstanding the description of the easements set forth in the Exhibits, the parties intend that the easement granted herein shall run to the edge of Grantor's property so that the exteriors of all ground herein dedicated are to intersect with the exteriors of all adjoining property lines without any gaps in the property dedicated.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG".

To the extent that such Laws and Codes apply to Grantor, Grantor shall observe all safety codes and laws which apply when working along, within and near Utility Facilities.

Grantee shall not deny or obstruct ingress or egress to or from property owned by Grantor, and Grantor retains all rights to cross the easement for access, but not interfering with the utility purpose for which the easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the easement areas herein dedicated. Grantor assumes all responsibility in the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. Grantor is prohibited from using the easement areas for stockpile, spoil, water retention or detention, or lay down areas.

Absent written authorization by the affected utilities or Grantee, all utility easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility or Grantee at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities or Grantee at the property owner's expense should they be an obstruction. Public utilities or Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

Grantee shall also have rights of ingress and egress to and from said easement area(s), together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing Utility Facilities, together with the additional right to remove from said easement and land immediately adjoining thereto all bushes, trees, landscaping and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said easement areas and if in the sole opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Utility Facilities.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's facilities.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

THE CITY OF MONT BELVIEU

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF TEXAS     }

COUNTY OF CHAMBERS }

This instrument was acknowledged before me on \_\_\_\_\_, 2\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
(Name typed or printed)

Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

- X
- X
- X
- X

## EXHIBIT A

### 7' EASEMENT TRACT 0.3533 ACRES (15,388 SQ. FT.)

DESCRIPTION OF 0.3533 ACRES (15,388 SQUARE FEET) TRACT OF LAND OUT OF THE HENRY GRIFFITH SURVEY, ABSTRACT 12, CHAMBERS COUNTY, TEXAS, BEING OUT OF A CALLED 79.981 ACRE TRACT OF LAND DESCRIBED IN DEED FROM JOHN BENES AND WIFE LULA FAY BENES TO THE CITY OF MONT BELVIEU, TEXAS, RECODED JANUARY 6, 1997 IN VOLUME 320, PAGE 187 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS, AND OUT OF A CALLED 2.938 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN DEED FROM LULA FAY BENES AND JERILYN WILBURN NOVOSAD TO THE CITY OF MONT BELVIEU, TEXAS, RECORDED JANUARY 8, 1997 IN VOLUME 320, PAGE 179 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2011 ADJ.):

**BEGINNING** at a 5/8-inch iron rod with cap marked "SAM LLC" found on the southwest line of said called 79.981 acre tract, for the east corner of Eagle Point Drive (100' Right of Way) as recorded in Volume 320, Page 172 of the Official Public Records of Chambers County, Texas, for the most westerly north corner of the remainder of a called 455.090 acre tract of land described in deed from Benes Family, Ltd. and Riceland Interests, Ltd. to RDC Partners, LP as recorded April 14, 2022 in Document No. 2022-180991 of the Official Public Records of Chambers County, Texas, for the **Point of Beginning** and west corner of the herein described tract;

**Thence** over and across said called 79.81 acre tract and said called 2.938 acre tract, the following courses and distances:

1. North 42° 34' 06" East, a distance of 7.00 feet to a calculated point for an exterior corner of the herein described tract;
2. South 47° 07' 05" East, a distance of 637.02 feet to a calculated point for an interior corner of the herein described tract;
3. North 39° 20' 18" East, a distance of 691.10 feet to a calculated point for an exterior corner of the herein described tract;
4. North 75° 25' 30" East, a distance of 865.57 feet to a calculated point for the northeast corner of the herein described tract;
5. South 14° 34' 30" East, a distance of 7.00 feet to a calculated point on the north line of said remainder of a called 455.090 acre tract, and the south line of said called 2.938 acre tract for the east corner of the herein described tract;

**Thence** South 75° 25' 30" West, with and the north line of said remainder of a called 455.090 acre tract, and the south line of said called 2.938 acre tract, at a distance of 14.00 feet passing a 5/8-inch iron rod with cap stamped "SAM LLC" found, and continuing for a total distance of 863.29 feet to a 1/2-inch iron rod found for an angle point of said remainder of a called 455.090 acre tract, and angle point of said called 79.981 acre tract, the southwest corner of said called 2.938 acre tract and an interior point of the herein described tract;

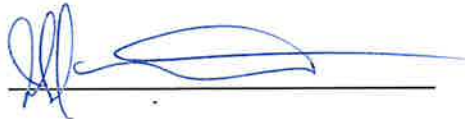
**Thence** with the line common to the said called 79.981 acre tract and the said remainder of a called 455.090 acre tract the following courses and distances:

1. South 39° 20' 18" West, a distance of 696.22 feet to a 1/2-inch iron rod found for the south corner of the herein described tract;
2. North 47° 25' 54" West, a distance of 644.43 feet to the **Point of Beginning**, containing 0.3533 acres (15,388 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone 4204. All distances shown are surface. (All distances are in U.S. survey feet).

A parcel plat of even date was prepared in conjunction with this property description.

I, Jeffrey W. McGuire, a Registered Professional Land Surveyor, hereby certify that the legal description above and the accompanying parcel plat of even date represent an actual survey made under my supervision.



Jeffrey W. McGuire, R.P.L.S.  
Texas Registration No. 6840  
Surveying and Mapping, LLC  
11111 Katy Freeway, Suite 200  
Houston, Texas 77079  
Texas Firm Registration No. 10064300  
713-973-5100  
Job No. 1024086597



HENRY GRIFFITH SURVEY  
 ABSTRACT NO. 12  
 CHAMBER COUNTY, TX

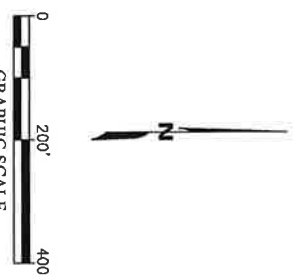
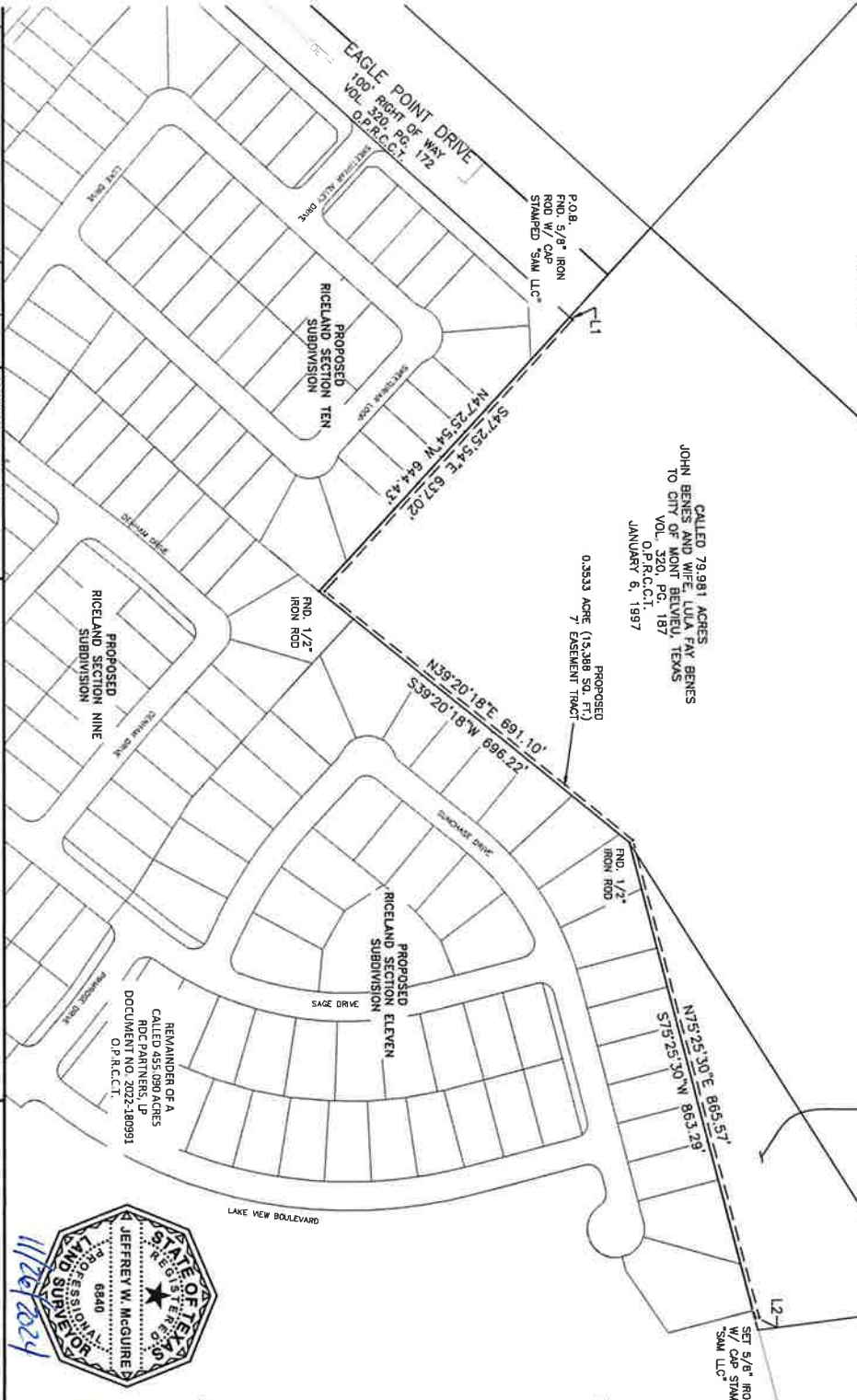
LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N42°34'06"E	7.00'
L2	S14°34'30"E	7.00'

CALLED 15.041 ACRES  
 CITY OF MONT  
 BELVEU, TEXAS  
 VOL. 320, PG. 503  
 O.P.R.C.C.T.

CALLED 2.938 ACRES  
 TRACT 2  
 LULA FAY BENES AND  
 JERILYN WILBURN  
 NOVOSAD TO CITY OF  
 MONT BELVEU, TEXAS  
 VOL. 320, PG. 179  
 O.P.R.C.C.T. 1997

CALLED 79.981 ACRES  
 JOHN BENES AND WIFE, LULA FAY BENES  
 TO CITY OF MONT BELVEU, TEXAS  
 VOL. 320, PG. 187  
 O.P.R.C.C.T.  
 JANUARY 6, 1997

PROPOSED  
 0.3533 ACRE (15,388 SQ. FT.)  
 7' EASEMENT TRACT



CHAMBERS COUNTY  
 HENRY GRIFFITH SURVEY  
 ABSTRACT NO. 12

"EXHIBIT B"

NO.	REVISIONS	BY	DATE

**SAII**  
 Texas Firm Registration No. 10084300

11111 Katy Freeway, Suite 200  
 Houston, Texas 77079  
 Ofc: 713.973.5100  
 Fax: 713.973.5150  
 Email: info@saaii.biz

7' UTILITY EASEMENT OUT OF THE  
 HENRY GRIFFITH SURVEY, ABSTRACT NO. 12  
 CHAMBERS COUNTY, TEXAS

PROJECT - RICELAND, PHASE 2  
 UTILITY EASEMENT  
 SHEET 1  
 OF 1



Jeffrey W. McGuire  
 Registered Professional Land Surveyor No. 6840

- NOTES:**
- All coordinates and bearings shown herein are based on the Texas Coordinate System South Central Zone (4204); North American Datum of 1983 (2011 Edn.) 2010 Epoch.
  - All distances shown are surface and may be converted to grid by applying the combined adjustment factor of 0.99996973.
  - The surveyor did not abstract the property.
  - A legal description of even date was prepared in conjunction with this parcel plat.

**CERTIFICATION:**

I, Jeffrey W. McGuire, Texas R.P.L.S. No. 6840, do hereby certify that this survey accurately represents as on the ground survey done under my supervision, and conforms in all ways to the Texas Board of Professional Engineers and Land Surveyors standards, and there are no visible encroachments, overlaps or contradictions except as shown.



CITY OF MONT BELVIEU

Finance

City Council
AGENDA REPORT

To: Prepared By: Rebecca Pitman
Meeting Date: January 13, 2025 Prepared for: Finance
Agenda Item Number: I.3 Department: Finance
Subject: November 2024 Finance Packet Meeting Body: City Council

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1045

DATE INTRODUCED:

FISCAL IMPACT AMOUNT:

FUND:

FISCAL IMPACT:

FUNDS ALLOCATED IN BUDGET:



CITY OF MONT BELVIEU

Emergency Services (Fire/EMS)

City Council
AGENDA REPORT

To: Prepared By: Tracey Hickman
Meeting Date: January 13, 2025 Prepared for: Emergency Services (Fire/EMS)
Agenda Item Number: I.4 Department: Emergency Services (Fire/EMS)
Subject: Fire Department-Medic Unit Meeting Body: City Council
Equipment

Item Summary:

Staff Recommendation:

Fiscal Note Information Included:

Supporting Documents Included:

Staff Recommendation Included:

FISCAL NOTE

AGENDA ITEM NUMBER: 1047 DATE INTRODUCED:
FISCAL IMPACT AMOUNT: FUND:
FISCAL IMPACT: FUNDS ALLOCATED IN BUDGET:

Memo to Council for Ancillary Equipment for the 2024 Ambulance 1-7-25.docx

MES Quote QT1883452 (Airpaks for 2024 Ambulance) 12-6-24.pdf

Consolidated Traffic Controls Quote (Opticom Radio System for 2024 Ambulance) 12-9-24.pdf



(877) 637-3473

# Quote

**Quote #** QT1883452  
**Date** 12/06/2024  
**Expires** 03/01/2025  
**Sales Rep** Reed, Ethan  
**PO #** Jennifer Allum  
**Shipping Method** MES Delivery  
**Customer** MONT BELVIEU FIRE DEPT.  
**Customer #** C32629

**Bill To**  
 MONT BELVIEU FIRE DEPT.  
 PO BOX 1048  
 MONT BELVIEU TX 77580-1048  
 United States

**Ship To**  
 C32629 MONT BELVIEU FIRE DEPT.  
 Brent Hahn  
 11607 EAGLE DRIVE  
 MONT BELVIEU TX 77580  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914025005A04			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), None, None, No, SEMS II Pro, No Case, 2 SCBA Per Box	2	\$7,518.06	\$15,036.12
SCBA Flow Test			SCBA Flow Test	2	\$25.00	\$50.00

**Subtotal** \$15,086.12  
**Shipping Cost** \$0.00  
**Tax Total** \$0.00  
**Total** \$15,086.12

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1883452

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	12/9/2024
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</b>							
Buying Agency:	City of Mont Belvieu			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Jennifer Allum			Prepared By:	Charles Cobb		
Phone:	281-576-2021			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	jallum@montbelvieu.net			Email:	<a href="mailto:charles.cobb@ctc-traffic.com">charles.cobb@ctc-traffic.com</a>		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
<b>A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary</b>							
-							
<b>Line Number</b>	<b>Quan</b>	<b>Description</b>				<b>Unit Pr</b>	<b>Total</b>
819	1	110601 2100 GPS Preemption Vehicle Kit (Radio, Antenna, Cable, Install Kit)				\$ 3,706.00	\$ 3,706.00
3127	4	CTCINSTALL On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)				\$ 180.00	\$ 720.00
<b>Total From Other Sheets, If Any:</b>							
<b>Subtotal A:</b>						<b>\$</b>	<b>4,426.00</b>
<b>B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary</b> (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
<b>Quan</b>	<b>Description</b>					<b>Unit Pr</b>	<b>Total</b>
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total From Other Sheets, If Any:</b>							
<b>Subtotal B:</b>						<b>\$</b>	<b>-</b>
<b>Check:</b> The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of: <b>For this transaction the percentage is:</b>							0%
<b>C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges</b>							
<b>Quan</b>	<b>Description</b>					<b>Unit Pr</b>	<b>Total</b>
							\$ -
							\$ -
<b>Subtotal C:</b>						<b>\$</b>	<b>-</b>
<b>Delivery Date:</b>				<b>30 to 45 Days ARO</b>		<b>D. Total Purchase Price (A+B+C):</b>	
						<b>\$</b>	<b>4,426.00</b>