

**Official Agenda and Meeting Notice  
of the Board of the  
Beaumont Independent School District  
in the Board Room of the Beaumont ISD Administration Building**

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Thursday, May 5, 2022

Special Meeting

5:00 PM

The items on this agenda may be taken in any order.

As directed under the Texas Open Meetings Act, Texas Government Code, Chapter 551 (the “Act”), if during the course of the meeting covered by this Notice, the Board should determine that a closed session of the Board is required, then such closed session will be held by the Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Board may conveniently meet in closed session concerning any and all purposes permitted by the Act.

**5:00 PM - (CALL TO ORDER)**

- I. INTRODUCTION
  - A. ROLL CALL
    - 1. BUDGET WORKSHOP
    - 2. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.082 and 551.0821-STUDENTS DELIBERATION REGARDING STUDENT DISCIPLINE DATA THAT IS PERSONALLY IDENTIFIABLE., 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
      - a. LEGAL
        - 1. Pending or contemplated litigation matters and status report
        - 2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional Conduct or the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act
          - 1. Consider Administrator Resignation
      - b. PERSONNEL
        - 1. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, proposed terminations, terminations and suspensions, proposed nonrenewals, renewals, and resignation/retirements, discipline, and/or dismissal of a public officer or employee, including the superintendent, and/or hear complaints and grievances against public officers or employees
          - 1. Board Operating Procedures
      - c. ECONOMIC DEVELOPMENT
        - 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations.
- II. ACTION ITEMS
  - A. Action, if any, on items discussed in closed session.
  - B. Consider and Approve Amendments to Board Policies DGBA (Local), FNG (Local), and GF (Local)
  - C. Approve Reassignment of Level Three Parent Complaint filed by S.C.
  - D. Accept Application of Project Prime for an Appraised Value Limitation on Qualified Property
  - E. Approve to Retain Consultants to Assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Application of Project Prime
  - F. Accept Application of Enterprise Products Operating LLC for an Appraised Value Limitation on Qualified Property
  - G. Approve to Retain Consultants to Assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Application of Enterprise Products Operating LLC
  - H. Approve Purchases over \$50,000





## Board Exhibit Cover Sheet

**Meeting Date:** May 5, 2022

**Agenda Item/Exhibit Number:** **II.E.**

**Agenda Item Title:** Approve to Retain Consultants to Assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Application of Project Prime

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Mali Hanley with O'Hanlon, Demerath & Castillo

**Executive Summary:** Discussion and possible action to retain consultants to assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Application Project Prime.

**Recommendation:** Approve to retain O'Hanlon, Demerath & Castillo and Moak Casey & Associates to assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Application of Project Prime.

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE  
AUSTIN, TEXAS 78701  
PHONE: (512) 494-9949  
FAX: (512) 494-9919

KEVIN O'HANLON  
[kohanlon@808west.com](mailto:kohanlon@808west.com)

**Rio Grande Valley Office**  
426 W. Caffery Ave.  
Pharr, Texas 78577

**San Antonio Office**  
117 W. Craig Place  
San Antonio, Texas 78212

April 29, 2022

Superintendent Shannon Allen and  
Members of the Board of Trustees  
Beaumont Independent School District  
3395 Harrison Ave.  
Beaumont, Texas 77706

RE: Legal Representation Agreement for District Representation for Purposes of Tax Code  
Chapter 313 matters concerning Application of Neches Valley Power LLC

Dear Superintendent Allen and Members of the Beaumont ISD Board of Trustees,

The purpose of this letter is to provide you the terms and conditions under which our firm proposes to undertake all necessary legal work to process, negotiate, draft and, as requested, provide post-agreement legal advice to the Beaumont Independent School District Board of Trustees or the Board of Trustees upon reassuming their duties (hereinafter "Client") concerning the above-referenced Application of Neches Valley Power LLC. At all times our representation will be subject the direction of Client's Board of Trustees and executive staff. Please review the agreement, and if you wish to retain the Firm's services, execute and return the agreement to our office by either facsimile or email.

If retained, we propose to represent in the above-referenced matter as follows:

**I. Designation of Firm's Primary Counsel:** Kevin O'Hanlon, our firm's President and Managing Partner will have primary responsibility for this engagement. Mr. O'Hanlon has been practicing law in Texas for approximately 38 years and has been involved in the drafting and negotiation of Chapter 313 agreements since drafting the original Chapter 313 agreement in 2002. The use of all firm personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform an aspect of a specific engagement.

**II. Legal Representation Through Agreement Execution:** If engaged by Client, our firm will provide the following legal services with respect to the above referenced matter for the fee set forth in Paragraph III, below:

1. Review Client's existing Chapter 313 Policies and, where appropriate, recommend amended language to the Board, to ensure compliance with current statute and regulatory directives.
2. Review the Application, including Schedules A1-C and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information to ensure that the Application documents and any other required reports include all information required by the Comptroller's rules or by 34 Tex. Administrative Code § 9.1054.
3. Upon request, provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, legal risks under the Texas school finance system.
4. Review, on behalf of the Client, any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project, and make appropriate recommendations for action.
5. Ensure that all requests from the Comptroller concerning the Application are expeditiously handled, and forward to the Comptroller and the Appraisal District any Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.
6. Ensure Client is kept current on and is in compliance with all required transparency requirements.
7. Where requested, draft Board agenda items and supporting materials for Board action, in full compliance with the Texas Open Meetings Act.
8. Attend, in person any staff and/or Board meetings as necessary to keep Client informed of the status of the engagement.
9. Coordinate with Client's school finance consultants to ensure all required analyses to properly protect the District's financial interests have been completed in a timely manner.
10. Secure and forward all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
11. Track all deadlines including Tex. Tax Code § 313.025(b) and, if required prepare and transmit extension of time documentation to the required stakeholders in order that not later than 150 days after the Application Review Start Date, an Agreement is presented to the Board for final approval or action upon a request from the Applicant for an extension of the Application Review Period has been timely executed and forwarded to the

Comptroller.

12. Secure the required Certification from the Texas Comptroller's Office as a prerequisite for application approval by the Board.
13. Prepare appropriate documentation and materials, including agenda postings, to ensure a proper Public Hearing on the Application is held at which the Superintendent, the District's consultants, the Applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed Application.
14. Ensure that required conflict of interest filings are prepared and reviewed at critical stages of the application approval process by all stakeholders.
15. In conjunction with the Client's school finance consultants, prepare and have presented for Board review and adoption such findings of fact regarding the Application as are required by law.
16. Review the financial impact of any proposed agreement with the Client's Board and executive staff and with the District's school finance consultants to ensure that the full financial consequences of the agreement are understood by and acceptable to Client.
17. In accordance with Client instructions, negotiate final terms of a proposed tax limitation agreement, to include the maximum possible financial protections for the Client, and in accordance with Client directives, negotiate terms for supplemental payments as are allowed under law and consistent with Client directives, and present any recommendations concerning the negotiations to the Client.
18. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement, and secure Comptroller approval of such draft prior to final Board action.
19. Ensure that after final Board approval of any Chapter 313 agreement, fully executed copies of such agreement are distributed to all appropriate parties and stakeholders.

**III. Fees for Services under Section II:** Our firm policy is to charge its school district clients a flat fee of \$37,500.00 for all services provided to the District under Section II, above. For services under Section II, Client will be billed for services upon final Client approval of completed Chapter 313 Agreement, or in the event of withdrawal of the Chapter 313 application from Client consideration if Applicant no longer wishes to proceed with its Application.

**IV. Post Agreement Legal Services:** After the approval and execution of a Tax Limitation Agreement as contemplated by Section II, above, our firm will on an annual basis, provide Client with all legal representation necessary to:

1. Advise Client with respect to its obligations and entitlements under the Agreement.
2. Assist the appointed Third-Party under the Agreement with the performance of their duties.
3. Monitor new legal developments and ensure full Client compliance requirements imposed, from time-to-time by the Texas Comptroller's Office, the Texas Education Agency, or any State regulatory or Legislative agency, including audits by the State Auditor.
4. Represent the District with respect to all Public Information Act requests concerning the Chapter 313 Agreement or its compliance requirements.
5. Assemble draft and file all required reports to regulatory agencies.
6. Draft and present to the Board for possible adoption, including the drafting of required agenda items and supporting materials, all required post-agreement resolutions of Findings necessary to ensure ongoing compliance.
7. Advise Client and represent the District in all appeals or disputes with the Applicant.
8. Represent the District in all mediations or litigation arising out of the Agreement or its enforcement.

**V. Fees for Services under Section IV:** Billing for services performed from year-to year under Section IV, above will be limited the total fee which can be recovered to from the Applicant under the agreement, after the payment of the Third-Party's fees which will also be recoverable from the Applicant. In addition to the foregoing our firm will be entitled to retain any attorney's fees by a court of competent jurisdiction over matters involving the agreement. Client will not be responsible to the firm for payments of fees and/or expenses in excess of the amount set forth herein. By way of clarification, our annual fees will not cause the District to budget or expend any monies in excess of that recoverable from the Chapter 313 Applicant. For services billed under Section IV, in accordance with provisions contained in the Chapter 313 Agreement, Applicant will be directly billed for such services. All invoices will show, on their face the source of payments, ensuring that Client does not incur a net expense for the provision of services under Section IV.

**VI. Termination of Services**

This agreement shall continue from-year-to year, along as the Agreement executed under Section 2 remains in effect. **Client's Obligations to our firm under Sections III and V may be terminated at any time in the sole discretion of the Client.** In the event of termination by Client, our firm shall be compensated for the work performed for Client prior to the date of termination. Our firm may cancel terminate this agreement only upon ninety (90) days prior notice to client

**VII. Conflict Issues:** We have reviewed the goals that the Client wishes to achieve through this engagement and have examined our relationship with the proposed applicant. We have not detected any conflict between our firm and your interests in this engagement.

**VIII. Submission of Additional Documentation:** Contemporaneously with the submission of this Engagement Letter we are submitting the following additional documentation

- a. A completer Vendor Conflict of Interest Disclosure Form (Texas Ethics Commission Form CIQ)
- b. Completed Internal Revenue Service Form W-9

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf. We firmly believe that the experience that our legal team brings to the engagement will enable the Client to both control its legal risk, while providing the highest possible benefit for the Client and its constituents.

Sincerely,



Kevin O'Hanlon  
O'HANLON, DEMERATH & CASTILLO

AGREED TO:

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



— O'HANLON —  
DEMERATH & CASTILLO

**Attachment A**

**Compliance with House Bill 89 and Senate Bill 252**

Due to the passage of House Bill 89 and Senate Bill 252 during the 85<sup>th</sup> Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that O'Hanlon, Demerath & Castillo is in compliance with HB 89 and SB 252.

Kevin O'Hanlon  
Partner  
O'Hanlon Demerath & Castillo

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

O'Hanlon, Demerath & Castillo

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Beaumont ISD Board of Trustees and Superintendent

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

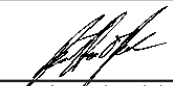
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

4/29/2022

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>O'Hanlon, Demerath &amp; Castillo, P.C.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> C Corporation	
<input checked="" type="checkbox"/> S Corporation	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>808 West Ave</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Austin, Texas 78701</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	6		-	2	6	9	1	9	1	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date ▶ <u>1/28/2020</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-880409

Date Filed:  
04/29/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
O'Hanlon, Demerath & Castillo  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Beaumont Independent School District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
TBD by Comp. App. No.  
Legal Representation Agreement for District Representation for Purposes of Tax Code Chapter 313 matters concerning Application of Neches Valley Power LLC

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castillo, Ben	Pharr, TX United States	X	
	O'Hanlon, Kevin	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Kevin O'Hanlon, and my date of birth is 5/18/1952.

My address is 808 West Avenue, Austin, Texas, 78701, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 29<sup>th</sup> day of April, 20 22.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## CONSULTING AGREEMENT

By and Between the  
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
and  
**MOAK, CASEY & ASSOCIATES, INC.**

**MOAK, CASEY & ASSOCIATES, INC.** (“Consultant”), agrees to provide the services (“Services”) indicated in this consulting agreement (“Agreement”) in return for fees as enumerated below to the **BEAUMONT INDEPENDENT SCHOOL DISTRICT** (“District”), relating to an Application for Appraised Value Limitation on Qualified Property (“Value Limitation”) from **NECHES VALLEY POWER LLC (PROJECT PRIME)** (“Company”), for a new renewable energy facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

### PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company’s Application Prior to Submission to the Comptroller’s Office:* Consultant will assist in the review of the Company’s application, if needed, for completeness prior to submission to the Comptroller’s Office.
- 1.3. *Monitor the Comptroller’s and T.E.A.’s application review:* Consultant will assist in monitoring the Comptroller’s economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

## PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Dr. Shannon Allen, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force May 5, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

### PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$37,500 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

### PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:

Mr. Daniel T. Casey, Partner  
MOAK, CASEY & ASSOCIATES, INC.  
901 S. MoPac Expressway  
Bldg. III, Suite 310  
Austin, Texas 78746



4.2. If to District:

Dr. Shannon Allen  
Superintendent  
Beaumont ISD  
3395 Harrison Ave  
Beaumont, Texas 77706

DISTRICT:

BEAUMONT INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

Printed Name: Dr. Shannon Allen

Daniel T. Casey  
Partner

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

Date: May 5, 2022



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Moak, Casey & Associates

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Beaumont ISD Board of Trustees and Superintendent

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

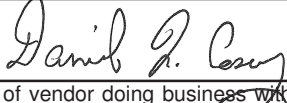
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

May 5, 2022

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Moak, Casey & Associates  
Austin, TX United States

Certificate Number:  
2022-880437

Date Filed:  
04/30/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Beaumont Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD  
Consulting services to assist the district in its evaluation of a Chapter 313 property value limitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Moak, Lynn	Austin, TX United States	X	
	Casey, Dan	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is John Grey, and my date of birth is 12/13/73.

My address is 901 S. MoPac Expwy., Bldg. III, Suite 310 Austin TX 78746 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 30<sup>th</sup> day of April, 2022.  
(month) (year)

JLM  
Signature of authorized agent of contracting business entity  
(Declarant)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Moak, Casey & Associates, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**901 S. Mopac Bldg III Ste 310**

**6** City, state, and ZIP code  
**Austin, TX 78746**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

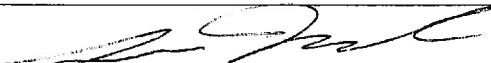
2	6	-	0	4	5	6	9	9	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ►  Date ► 2-11-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Attachment A

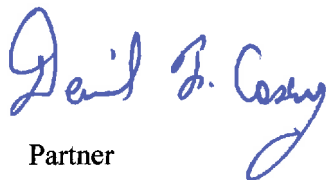
Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that Moak Casey & Associates is in compliance with HB 89 and SB 252.

A handwritten signature in blue ink that reads "David J. Casey". The signature is written in a cursive style with a large, looping initial "D".

Partner

Moak, Casey & Associates  
910 S. Mopac Expressway  
Building III, Suite 310  
Austin, Texas 78746



## Board Exhibit Cover Sheet

**Meeting Date:** May 5, 2022

**Agenda Item/Exhibit Number:** **II.F.**

**Agenda Item Title:** Accept Application of Enterprise Products Operating LLC for an Appraised Value Limitation on Qualified Property

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Mali Hanley with O'Hanlon, Demerath & Castillo

**Executive Summary:** Discussion and possible action to accept the Application of Enterprise Products Operating LLC for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to review the Application for completeness and submit to the Comptroller, and to authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days, subject to Board ratification.

**Recommendation:** Accept the Application of Enterprise Products Operating LLC for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to review the Application for completeness and submit to the Comptroller, and to authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days, subject to Board ratification

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):**

**Policy Reference (if applicable, list policy/regulation):**

**Legal Review (if necessary, list attorney and firm):**

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



P.O. Box 4018 Houston, Texas 77210-4018 713.880.6500  
1100 Louisiana Houston, Texas 77210-4018 [www.epplp.com](http://www.epplp.com)

April 29, 2022

Beaumont ISD  
Dr. Shannon Allen, Superintendent  
3395 Harrison Ave  
Beaumont, TX 77706

**Re: Application for Chapter 313 Value Limitation Agreement**

Dear Dr. Allen:

Enterprise Products Operating LLC ("Enterprise") is proposing a new manufacturing facility at our Beaumont Marine West property along the Neches River in Jefferson County. The proposed project is an Ethane Cracker unit. This is a green field project with an estimated investment of \$3.5 Billion. The Ethane Cracker unit has a designated ethylene production capacity of 2,000 kilotons per annum.

We are respectfully requesting an agreement for limitation on appraised value on qualified property under Chapter 313, Tex. Tax Code for this proposed project. We believe this proposed new project investment demonstrates our commitment to growing our economic presence in the Beaumont area promoting economic growth and jobs for your community.

We appreciate your consideration of our application. Please feel free to contact me if you need any additional information by telephone at 713-381-8071 or by email at [ctate@eprod.com](mailto:ctate@eprod.com).

Sincerely,

A handwritten signature in blue ink that reads "Curt Tate".

Curt Tate  
Sr. Tax Director

Enclosures

# Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Texas Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the completed application to the Comptroller, separating each section of the documents. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, and has determined that all assertions of confidentiality are appropriate, the Comptroller will publish all submitted non-confidential application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller's rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project and issue a certificate for a limitation on appraised value to the school board regarding the application by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete by the Comptroller), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/). There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SECTION 1: School District Information

### 1. Authorized School District Representative

\_\_\_\_\_  
Date Application Received by District

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
School District Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Mobile Number (optional)

\_\_\_\_\_  
Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? . . . . .  Yes  No

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Mobile Number (optional)

\_\_\_\_\_  
Email Address

4. On what date did the district determine this application complete? .....

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Mobile Number (optional)

\_\_\_\_\_  
Business Email Address

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? .....  Yes  No

2a. If yes, please fill out contact information for that person.

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Mobile Number (optional)

\_\_\_\_\_  
Business Email Address

3. Does the applicant authorize the consultant to provide and obtain information related to this application? .....  Yes  No

**SECTION 2: Applicant Information (continued)**

**4. Authorized Company Consultant (If Applicable)**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Business Email Address

**SECTION 3: Fees and Payments**

1. Has an application fee been paid to the school district? .....  Yes  No

The total fee shall be paid at the same time the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, include all transaction information below. Include proof of application fee paid to the school district in **Tab 2**. Any confidential banking information provided will not be publicly posted.

\_\_\_\_\_  
Payment Amount

\_\_\_\_\_  
Transaction Type

\_\_\_\_\_  
Payor

\_\_\_\_\_  
Payee

\_\_\_\_\_  
Date transaction was processed

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? .....  Yes  No  N/A

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? .....  Yes  No  N/A

**SECTION 4: Business Applicant Information**

1. What is the legal name of the applicant under which this application is made? \_\_\_\_\_

2. Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) ..... \_\_\_\_\_

3. Parent Company Name ..... \_\_\_\_\_

4. Parent Company Tax ID ..... \_\_\_\_\_

5. NAICS code ..... \_\_\_\_\_

6. Is the applicant a party to any other pending or active Chapter 313 agreements? .....  Yes  No

6a. If yes, please list application number, name of school district and year of agreement

\_\_\_\_\_

**SECTION 5: Applicant Business Structure**

1. Business Organization of Applicant (corporation, limited liability corporation, etc) \_\_\_\_\_

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? .....  Yes  No

2a. If yes, attach in **Tab 3** a copy of the most recently submitted Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

SECTION 5: Applicant Business Structure (continued)

2b. Texas Franchise Tax Reporting Entity Taxpayer Name

\_\_\_\_\_

2c. Reporting Entity Taxpayer Number

\_\_\_\_\_

3. Is the applicant current on all tax payments due to the State of Texas?  Yes  No

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas?  Yes  No  N/A

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No

- 2. The property will be used for one of the following activities:
(1) manufacturing
(2) research and development
(3) a clean coal project, as defined by Section 5.001, Water Code
(4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code
(5) renewable energy electric generation
(6) electric power generation using integrated gasification combined cycle technology
(7) nuclear electric power generation
(8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)
(9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051\*

- 3. Are you requesting that any of the land be classified as qualified investment?
4. Will any of the proposed qualified investment be leased under a capitalized lease?
5. Will any of the proposed qualified investment be leased under an operating lease?
6. Are you including property that is owned by a person other than the applicant?
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?

\*Note: Applicants requesting eligibility under this category should note that there are additional application and reporting data submission requirements.

SECTION 7: Project Description

1. In Tab 4, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. If the project is an amendment or a reapplication please specify and provide details regarding the original project.

2. Check the project characteristics that apply to the proposed project:

- Land has no existing improvements
Land has existing improvements (complete Section 13)
Expansion of existing operation on the land (complete Section 13)
Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

**SECTION 9: Projected Timeline**

**NOTE:** Only construction beginning after the application review start date (the date the Texas Comptroller of Public Accounts deems the application complete) can be considered qualified property and/or qualified investment.

1. Estimated school board ratification of final agreement \_\_\_\_\_
2. Estimated commencement of construction \_\_\_\_\_
3. Beginning of qualifying time period (MM/DD/YYYY) \_\_\_\_\_
4. First year of limitation (YYYY) \_\_\_\_\_
- 4a. For the beginning of the limitation period, notate which **one of the following** will apply according to provision of 313.027(a-1)(2):
  - A. January 1 following the application date
  - B. January 1 following the end of QTP
  - C. January 1 following the commencement of commercial operations
5. Commencement of commercial operations \_\_\_\_\_

**SECTION 10: The Property**

1. County or counties in which the proposed project will be located \_\_\_\_\_
2. Central Appraisal District (CAD) that will be responsible for appraising the property \_\_\_\_\_
3. Will this CAD be acting on behalf of another CAD to appraise this property?  Yes  No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 

M&O (ISD): _____ <small>(Name, tax rate and percent of project)</small>	I&S (ISD): _____ <small>(Name, tax rate and percent of project)</small>
County: _____ <small>(Name, tax rate and percent of project)</small>	City: _____ <small>(Name, tax rate and percent of project)</small>
Hospital District: _____ <small>(Name, tax rate and percent of project)</small>	Water District: _____ <small>(Name, tax rate and percent of project)</small>
Other (describe): _____ <small>(Name, tax rate and percent of project)</small>	Other (describe): _____ <small>(Name, tax rate and percent of project)</small>

**SECTION 10: The Property (continued)**

5. List all state and local incentives as an annual percentage. Include the estimated start and end year of the incentive:

County: \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

City: \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

Hospital District: \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

Water District: \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

Other (describe): \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

Other (describe): \_\_\_\_\_  
*(Incentive type, percentage, start and end year)*

6. Is the project located entirely within the ISD listed in Section 1?  Yes  No

6a. If no, attach in **Tab 6** maps of the entire project (depicting all other relevant school districts) and additional information on the project scope and size. Please note that only the qualified property within the ISD listed in Section 1 is eligible for the limitation from this application. Please verify that all information in **Tabs 7 and 8**, Section 11, 12 and 13, and map project boundaries pertain to only the property within the ISD listed in Section 1.

7. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)?  Yes  No

7a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

**SECTION 11: Texas Tax Code 313.021(1) Qualified Investment**

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [comptroller.texas.gov/economy/local/ch313/](http://comptroller.texas.gov/economy/local/ch313/).

1. At the time of application, what is the estimated minimum qualified investment required for this school district? . . . . . \_\_\_\_\_

2. What is the amount of appraised value limitation for which you are applying? . . . . . \_\_\_\_\_

**Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.

3. Does the qualified investment meet the requirements of Tax Code §313.021(1)?  Yes  No

4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
- a. a specific and detailed description of the qualified investment you propose to make within the project boundary for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
  - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
  - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).

5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period?  Yes  No

**SECTION 12: Texas Tax Code 313.021(2) Qualified Property**

1. Attach a detailed description of the qualified property. [See §313.021(2)] The description must include:
- 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 8**);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (**Tab 8**);
  - 1c. a map or site plan of the proposed qualified property showing the location of the new buildings or new improvements inside the project area boundaries within a vicinity map that includes school district, county and reinvestment zone boundaries (**Tab 11**); and
  - 1d. Will any of the proposed qualified property be used to renovate, refurbish, upgrade, maintain, modify, improve, or functionally replace existing buildings or existing improvements inside or outside the project area?  Yes  No

**Note:** Property used to renovate, refurbish, upgrade, maintain, modify, improve, or functionally replace existing buildings or existing improvements inside or outside the project area cannot be considered qualified property and will not be eligible for a limitation. See TAC §9.1051(16).

**SECTION 12: Texas Tax Code 313.021(2) Qualified Property (continued)**

2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)?  Yes  No
- 2a. If yes, attach complete documentation including:
- a. legal description of the land (Tab 9);
  - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
  - c. owner (Tab 9);
  - d. the current taxable value of the land, attach estimate if land is part of larger parcel (Tab 9); and
  - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303?  Yes  No
- 3a. If yes, attach the applicable supporting documentation:
- a. evidence that the area qualifies as an enterprise zone as defined by the Governor’s Office (Tab 16);
  - b. legal description of reinvestment zone (Tab 16);
  - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
  - d. guidelines and criteria for creating the zone (Tab 16); and
  - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
- 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller’s office within 30 days of the application date.
- What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? \_\_\_\_\_

**SECTION 13: Information on Property Not Eligible to Become Qualified Property**

1. In Tab 10, attach a specific and detailed description of all **existing property within the project boundary**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property within the project boundary that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (statement 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property within the project boundary in response to statements 1 and 2 of this section, provide the following supporting information in Tab 10:
- a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
4. Total estimated market value of existing property within the project boundary (that property described in response to statement 1): ..... \$ \_\_\_\_\_
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to statement 2): ..... \$ \_\_\_\_\_

**Note:** Investment for the property listed in statement 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property **cannot** become qualified property on Schedule B.

SECTION 14: Wage and Employment Information

1. What is the number of new qualifying jobs you are committing to create? \_\_\_\_\_
2. What is the number of new non-qualifying jobs you are estimating you will create? (See TAC 9.1051(14)) \_\_\_\_\_
3. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? \_\_\_\_\_  Yes  No
  - 3a. If yes, attach evidence of industry standard in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
4. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the Texas Workforce Commission website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22). **Note:** If a more recent quarter of information becomes available before the application is deemed complete, updated wage information will be required.
  - a. Non-qualified job wages  
- average weekly wage for all jobs (all industries) in the county is \_\_\_\_\_
  - b. Qualifying job wage minimum option §313.021(5)(A)  
-110% of the average weekly wage for manufacturing jobs in the county is \_\_\_\_\_
  - c. Qualifying job wage minimum option §313.021(5)(B)  
-110% of the average weekly wage for manufacturing jobs in the region is \_\_\_\_\_
5. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? \_\_\_\_\_  §313.021(5)(A) or  §313.021(5)(B)
6. What is the minimum required annual wage for each qualifying job based on the qualified property? \_\_\_\_\_
7. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? \_\_\_\_\_
8. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? \_\_\_\_\_  Yes  No
9. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? \_\_\_\_\_  Yes  No
  - 9a. If yes, attach in **Tab 13** supporting documentation from the TWC, pursuant to §313.021(3)(F).
10. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? \_\_\_\_\_  Yes  No
  - 10a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, and C in **Tab 14**. **Note:** Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by an entity other than the Comptroller's office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

# Exhibit 1

## Attachment 4a.

School District & Application Number	Applying Entity	Application Date	First Full Tax Year
<a href="#">Barbers Hill ISD No. 166</a>	<a href="#">Enterprise Products Operating LLC</a>	9/1/2009	2010
<a href="#">Barbers Hill ISD No. 178</a>	<a href="#">Enterprise Products Operating LLC</a>	8/30/2010	2011
<a href="#">Barbers Hill ISD No. 192</a>	<a href="#">Enterprise Products Operating, LLC</a>	7/20/2010	2012
<a href="#">Barbers Hill ISD No. 253</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/20/2012	2014
<a href="#">Barbers Hill ISD No. 254</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/20/2012	2014
<a href="#">Barbers Hill ISD No. 278</a>	<a href="#">Enterprise Products Operating, LLC</a>	3/28/2013	2014
<a href="#">Barbers Hill ISD No. 349</a>	<a href="#">Enterprise Products Operating, LLC</a>	9/23/2013	2015
<a href="#">Barbers Hill ISD No. 363</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/18/2013	2015
<a href="#">Barbers Hill ISD No. 364</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/18/2013	2015
<a href="#">Yoakum ISD No. 187</a>	<a href="#">Enterprise Hydrocarbons, L.P.</a>	4/11/2011	2012
<a href="#">Pecos-Barstow-Toyah ISD No. 1122</a>	<a href="#">Delaware Basin Gas Processing, LLC</a>	2/1/2016	2017
<a href="#">Pecos-Barstow-Toyah ISD No. 1161</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/29/2016	2019
<a href="#">Barbers Hill ISD No. 1162</a>	<a href="#">Enterprise Products Operating, LLC</a>	11/18/2016	2020
<a href="#">Barbers Hill ISD No. 1309</a>	<a href="#">Enterprise Products Operating, LLC</a>	10/26/2018	2023
<a href="#">Barbers Hill ISD No. 1369</a>	<a href="#">Enterprise Products Operating, LLC</a>	5/9/2019	2022
<a href="#">Barbers Hill ISD No. 1272</a>	<a href="#">Enterprise Products Operating, LLC</a>	7/9/2018	2021
<a href="#">Carthage ISD No. 1270</a>	<a href="#">TECO Gas Processing, LLC</a>	6/26/2018	2021
<a href="#">Wink-Loving ISD No. 1278</a>	<a href="#">Enterprise Products Operating, LLC</a>	8/7/2018	2021

# **Tab # 2**

## **Proof of Payment of Application Fee**

**See attached check copy**



ENTERPRISE PRODUCTS COMPANY, P.O. BOX 4324 HOUSTON, TEXAS 77210

INVOICE DATE	INVOICE NUMBER	COMMENTS	GROSS DISC.	NET DOLLARS	VENDOR
29-APR-22	MPR-746000	313 GREEMENT APPLICATION FEE -	0.00	75000.00	46000317

# COPY

TOTAL 75,000.00

THE FACE OF THIS DOCUMENT CONTAINS SECURITY PRINTING.

ENTERPRISE PRODUCTS OPERATING LLC  
P.O. BOX 4324  
HOUSTON, TEXAS 77210

JPMORGAN CHASE BANK, N.A.  
COLUMBUS, OHIO

1000848

56-1544/441

DATE 29-Apr-22

Seventy-Five Thousand And No/100 Dollars

# COPY

\*\*\*75,000.00

Pay To The Order Of BEAUMONT INDEPENDENT SCHOOL DISTRICT  
3395 HARRISON AVE  
BEAUMONT, TX, 77706

REGULAR ACCOUNT  
VOID AFTER 180 DAYS

# **Tab # 3**

**Documentation of Combined Group  
Membership under Texas Tax Code  
171.0001(7)**

### Texas Franchise Tax Extension Request

■ **Tcode** 13258 Annual

■ Taxpayer number	■ Report year	Due date
17605682198	2022	05/16/2022

Taxpayer name Enterprise Products Partners L.P.				Secretary of State file number or Comptroller file number  0010775911
Mailing address P.O. Box 4018				
City Houston	State TX	Country USA	ZIP code plus 4 77210-4018	Blacken box if the address has changed ■ <input type="checkbox"/>
Blacken box if this is a combined report <input checked="" type="checkbox"/>				

If this extension is for a combined group, you must also complete and submit Form 05-165.

**Note to mandatory Electronic Fund Transfer(EFT) payers:**  
When requesting a second extension do not submit an Affiliate List Form 05-165.

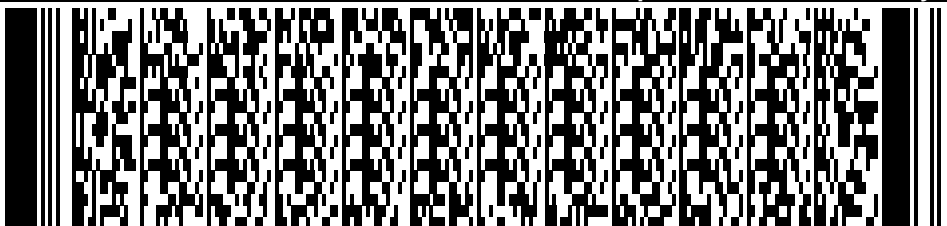
1. **Extension payment** (Dollars and cents) 1. ■

Print or type name Penny R Houy		Area code and phone number (713) 381-6500
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.		<b>Mail original to:</b> Texas Comptroller of Public Accounts P.O. Box 149348 Austin, TX 78714-9348
<b>sign here</b> ►	Date	

Instructions for each report year are online at [www.comptroller.texas.gov/taxes/franchise/forms](http://www.comptroller.texas.gov/taxes/franchise/forms). If you have any questions, call 1-800-252-1381.

Taxpayers who paid \$10,000 or more during the preceding fiscal year (Sept. 1 thru Aug. 31) are required to electronically pay their franchise tax.  
For more information visit [www.comptroller.texas.gov/taxes/franchise/filing-requirements.php](http://www.comptroller.texas.gov/taxes/franchise/filing-requirements.php).

#### Texas Comptroller Official Use Only



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PM Date	<input type="text"/>



7004

Texas Franchise Tax Extension Affiliate List

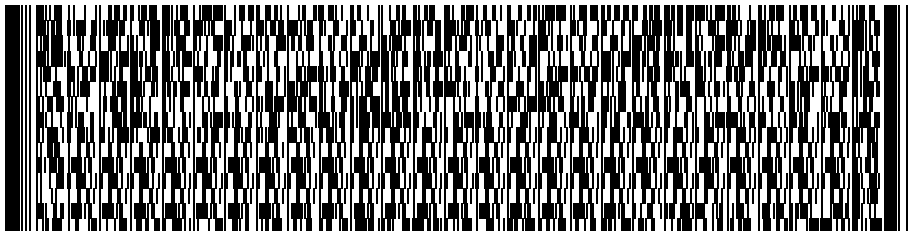
Tcode 13298

■ Reporting entity taxpayer number 17605682198	■ Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE PRODUCTS OLPGP INC	12004832015	<input type="checkbox"/>
2. ENTERPRISE GTMGP LLC	32011348052	<input type="checkbox"/>
3. ENTERPRISE PRODUCTS OPERATING LLC	12604305396	<input type="checkbox"/>
4. ENTERPRISE PRODUCTS TEXAS OPERATING LLC	32033241277	<input type="checkbox"/>
5. CHUNCHULA PIPELINE CO LLC	17605733926	<input type="checkbox"/>
6. HSC PIPELINE PARTNERSHIP LLC	12604307731	<input type="checkbox"/>
7. SORRENTO PIPELINE COMPANY LLC	17605733884	<input type="checkbox"/>
8. CAJUN PIPELINE COMPANY LLC	17605733942	<input type="checkbox"/>
9. ENTERPRISE LOU-TEX NGL PIPELINE LP	17606156218	<input type="checkbox"/>
10. PORT NECHES PIPELINE LLC	32033241426	<input type="checkbox"/>
11. PORT NECHES GP LLC	14320514335	<input type="checkbox"/>
12. GROVES RGP PIPELINE LLC	32033241269	<input type="checkbox"/>
13. MAPLETREE LLC	32008535687	<input type="checkbox"/>
14. MID-AMERICA PIPELINE COMPANY LLC	11326187801	<input type="checkbox"/>
15. ENTERPRISE TERMINALS & STORAGE LLC	17316595366	<input type="checkbox"/>
16. SEMINOLE PIPELINE COMPANY	17310998624	<input type="checkbox"/>
17. OLEFINS TERMINAL LLC	10613112969	<input type="checkbox"/>
18. ENTERPRISE NGL PIPELINE LLC	17605901721	<input type="checkbox"/>
19. ENTERPRISE GAS PROCESSING LLC	32000814668	<input type="checkbox"/>
20. ENTERPRISE NGL PRIVATE LINES & STOR	17605601230	<input type="checkbox"/>
21. ENTERPRISE FRACTIONATION LLC	17605595838	<input type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request. Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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Texas Franchise Tax Extension Affiliate List

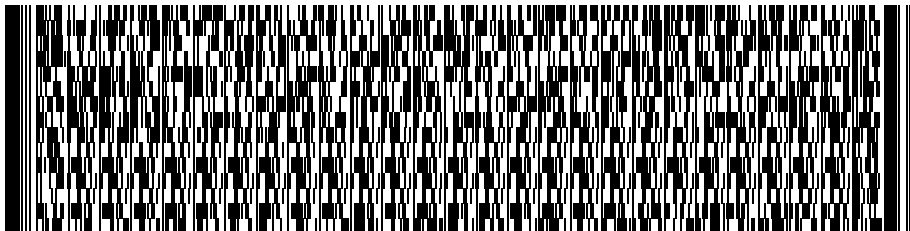
Tcode 13298

■ Reporting entity taxpayer number 17605682198	■ Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
---	-----------------------	---

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE HYDROCARBONS LP	17427797521	■ <input type="checkbox"/>
2. TECO GAS GATHERING LLC	17427219112	■ <input type="checkbox"/>
3. TECO GAS PROCESSING LLC	17427531029	■ <input type="checkbox"/>
4. DEP HOLDINGS LLC	32024280920	■ <input type="checkbox"/>
5. DIXIE PIPELINE COMPANY LLC	15808648065	■ <input type="checkbox"/>
6. BELVIEU ENVIRONMENTAL FUELS LLC	32033241293	■ <input type="checkbox"/>
7. ENTERPRISE TERMINALLING LLC	32033241392	■ <input type="checkbox"/>
8. ENTERPRISE GAS LIQUIDS LLC	17605827744	■ <input type="checkbox"/>
9. BELLE ROSE NGL PIPELINE LLC	17605980204	■ <input type="checkbox"/>
10. ENTERPRISE GTM HOLDINGS LP	32019523714	■ <input type="checkbox"/>
11. ENTERPRISE GC LLC	17603908272	■ <input type="checkbox"/>
12. ENTERPRISE TEXAS PIPELINE LLC	32033274252	■ <input type="checkbox"/>
13. ENTERPRISE INTRASTATE LLC	32018625346	■ <input type="checkbox"/>
14. ENTERPRISE FIELD SERVICES LLC	17605434558	■ <input type="checkbox"/>
15. ACADIAN GAS LLC	17606192692	■ <input type="checkbox"/>
16. ENTERPRISE LOU-TEX PROPYLENE P/L LLC	17606182511	■ <input type="checkbox"/>
17. SABINE PROPYLENE PIPELINE LLC	17606524878	■ <input type="checkbox"/>
18. TEJAS-MAGNOLIA ENERGY LLC	17604816557	■ <input type="checkbox"/>
19. TXO-ACADIAN GAS PIPELINE LLC	17606192437	■ <input type="checkbox"/>
20. MCN ACADIAN GAS PIPELINE LLC	17606193369	■ <input type="checkbox"/>
21. CYPRESS GAS MARKETING LLC	17606192734	■ <input type="checkbox"/>

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Texas Comptroller Official Use Only



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Texas Franchise Tax Extension Affiliate List

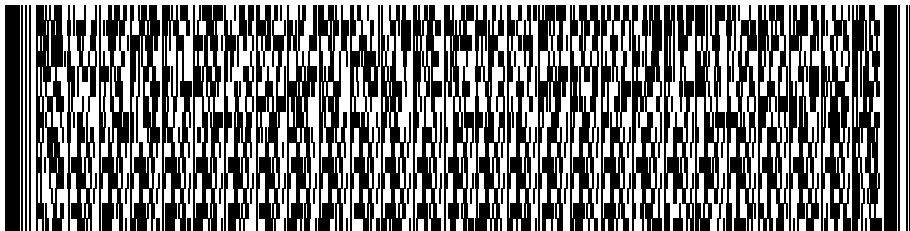
Tcode 13298

■ Reporting entity taxpayer number 17605682198	■ Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
---	-----------------------	---

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. EVANGELINE GULF COAST GAS LLC	17606195190	■ <input type="checkbox"/>
2. MCN PELICAN INTERSTATE GAS LLC	32000444037	■ <input type="checkbox"/>
3. DUNCAN ENERGY PARTNERS LP	32035074254	■ <input type="checkbox"/>
4. SOUTH TEXAS NGL PIPELINES LLC	12057125515	■ <input type="checkbox"/>
5. MONT BELVIEU CAVERNS LLC	32025100366	■ <input type="checkbox"/>
6. DEP OFFSHORE PORT SYSTEM LLC	32036569153	■ <input type="checkbox"/>
7. ENTERPRISE OFFSHORE PORT SYSTEM LLC	32034730849	■ <input type="checkbox"/>
8. BELVIEU ENVIRONMENTAL FUELS GP LLC	14320468979	■ <input type="checkbox"/>
9. ENTERPRISE PRODUCTS MARKETING COMPANY LLC	32040663711	■ <input type="checkbox"/>
10. ENTERPRISE GP LLC	32003429126	■ <input type="checkbox"/>
11. ENTERPRISE NGL PIPELINES II LLC	13521670102	■ <input type="checkbox"/>
12. ENTERPRISE MARINE SERVICES LLC	32036641424	■ <input type="checkbox"/>
13. ENTERPRISE CRUDE GP LLC	17606569634	■ <input type="checkbox"/>
14. ENTERPRISE REFINED PRODUCTS COMPANY LLC	12056619377	■ <input type="checkbox"/>
15. ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC	12604310461	■ <input type="checkbox"/>
16. TEPPCO O/S PORT SYSTEM LLC	32034730971	■ <input type="checkbox"/>
17. ENTERPRISE CRUDE PIPELINE LLC	17707047704	■ <input type="checkbox"/>
18. ENTERPRISE SEAWAY LP	32036094699	■ <input type="checkbox"/>
19. ENTERPRISE TE PARTNERS LP	17602910584	■ <input type="checkbox"/>
20. ENTERPRISE CRUDE OIL LLC	12608652942	■ <input type="checkbox"/>
21. ENTERPRISE PRODUCTS BBCT LLC	15106562265	■ <input type="checkbox"/>

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Texas Franchise Tax Extension Affiliate List

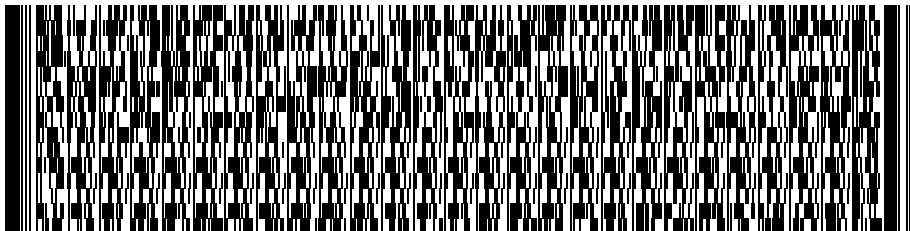
Tcode 13298

Reporting entity taxpayer number 17605682198	Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. DEAN PIPELINE COMPANY LLC	32033266241	<input type="checkbox"/>
2. PANOLA PIPELINE COMPANY LLC	32033266225	<input type="checkbox"/>
3. QUANAH PIPELINE COMPANY LLC	32033266258	<input type="checkbox"/>
4. WILCOX PIPELINE COMPANY LLC	32033266217	<input type="checkbox"/>
5. TCTM LP	32036219791	<input type="checkbox"/>
6. CHAPARRAL PIPELINE COMPANY LLC	32033266266	<input type="checkbox"/>
7. ENTERPRISE LOUISIANA PIPELINE LLC	32040255385	<input type="checkbox"/>
8. RIO GRANDE PIPELINE COMPANY LLC	17314849120	<input type="checkbox"/>
9. ENTERPRISE MIDSTREAM COMPANIES LLC	32033266191	<input type="checkbox"/>
10. CTCO OF TEXAS LLC	32019601221	<input type="checkbox"/>
11. ENTERPRISE LOGISTIC SERVICES LLC	12735713096	<input type="checkbox"/>
12. JMRS TRANSPORT SERVICES, Inc	17606894404	<input type="checkbox"/>
13. CHANNELVIEW FLEETING SERVICES, LLC	32041556773	<input type="checkbox"/>
14. ENTERPRISE GATHERING LLC	32041546337	<input type="checkbox"/>
15. ENTERPRISE REFINED PRODUCTS MARKETING CO. LLC	32042316094	<input type="checkbox"/>
16. ENTERPRISE PRODUCTS PIPELINE COMPANY LLC	17602440707	<input type="checkbox"/>
17. ENTERPRISE TE INVESTMENTS LLC	17604475172	<input type="checkbox"/>
18. ENTERPRISE PELICAN PIPELINE LP	32036470576	<input type="checkbox"/>
19. ENTERPRISE GATHERING II LLC	32041737100	<input type="checkbox"/>
20. ENTERPRISE EF78 LLC	32051233677	<input type="checkbox"/>
21. ENTERPRISE HOUSTON SHIP CHANNEL LP	17418029207	<input type="checkbox"/>

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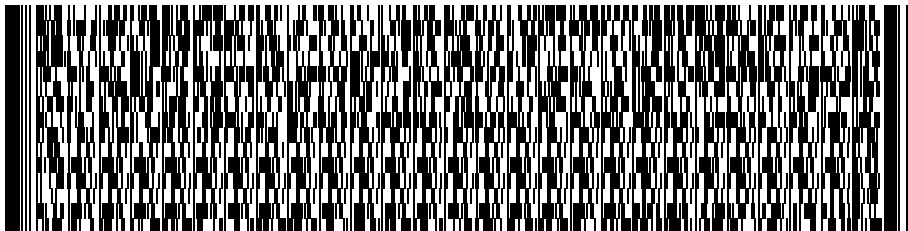
Tcode 13298

Reporting entity taxpayer number 17605682198	Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE APPELT LLC	32049430864	<input type="checkbox"/>
2. ENTERPRISE HOUSTON SHIP CHANNEL GP LLC	32003152140	<input type="checkbox"/>
3. ENTERPRISE TERMINALING SERVICES GP LLC	32044313164	<input type="checkbox"/>
4. ENTERPRISE TERMINALING SERVICES LP	32044313115	<input type="checkbox"/>
5. ENTERPRISE NATURAL GAS PIPELINE LLC	32056290938	<input type="checkbox"/>
6. ENTERPRISE ACQUISITION HOLDINGS LLC	32057061049	<input type="checkbox"/>
7. ENTERPRISE FIELD SERVICES (offshore) LLC	32057284526	<input type="checkbox"/>
8. ENTERPRISE MONT BELVIEU PROGRAM COMPANY	17601913076	<input type="checkbox"/>
9. EFS MIDSTREAM LLC	32041922397	<input type="checkbox"/>
10. ADAMANA LAND COMPANY LLC	000000004	<input checked="" type="checkbox"/>
11. NORCO-TAFT PIPELINE LLC	32038546837	<input type="checkbox"/>
12. ENTERPRISE WHITE RIVER HUB LLC	262204315	<input checked="" type="checkbox"/>
13. Enterprise Propane Terminals & Storage LLC	731511442	<input checked="" type="checkbox"/>
14. Wilprise Pipeline Company LLC	17315282248	<input type="checkbox"/>
15. Enterprise GTM Hattiesburg Storage LLC	000000005	<input checked="" type="checkbox"/>
16. Arizona Gas Storage LLC	753073720	<input checked="" type="checkbox"/>
17. Enterprise New Mexico Ventures LLC	32038620384	<input checked="" type="checkbox"/>
18. Tri-States NGL Pipeline LLC	32027829129	<input type="checkbox"/>
19. Acadian Gas Pipeline System	30114482745	<input checked="" type="checkbox"/>
20. Calcasieu Gas Gathering System	741921219	<input checked="" type="checkbox"/>
21. Pontchartrain Natural Gas System	32038543008	<input checked="" type="checkbox"/>

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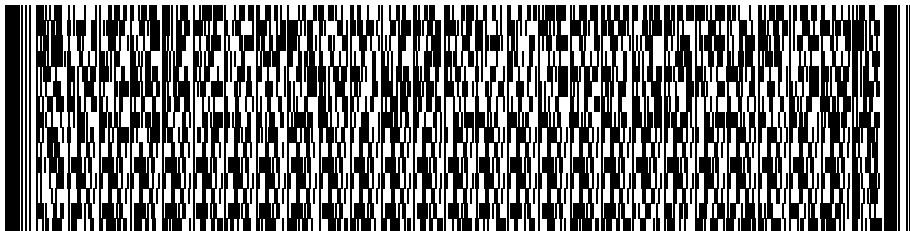
Tcode 13298

■ Reporting entity taxpayer number 17605682198	■ Report year 2022	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. Neches Pipeline System	32038543016	<input checked="" type="checkbox"/>
2. Enterprise Arizona Gas LLC	32046802008	<input checked="" type="checkbox"/>
3. Chama Gas Services LLC	262623562	<input checked="" type="checkbox"/>
4. Enterprise Pathfinder LLC	32038546803	<input checked="" type="checkbox"/>
5. Enterprise Jonah Gas Gathering Company	830317360	<input checked="" type="checkbox"/>
6. QP-LS LLC	262708528	<input checked="" type="checkbox"/>
7. ENERGY VENTURES LLC	000000006	<input checked="" type="checkbox"/>
8. LEVERET PIPELINE COMPANY LLC	32063980547	<input type="checkbox"/>
9. WHITETHORN PIPELINE COMPANY LLC	32063997210	<input type="checkbox"/>
10. BTA GAS PROCESSING LLC	32063214384	<input type="checkbox"/>
11. BTA ETG GATHERING LLC	32063214335	<input type="checkbox"/>
12. BREVILOBA LLC	32063532298	<input type="checkbox"/>
13. ELECTRA SHIPYARD SERVICES LLC	32064614210	<input type="checkbox"/>
14. TARPON LAND HOLDINGS LLC	32066050116	<input type="checkbox"/>
15. DELAWARE BASIN GAS PROCESSING LLC	32056726345	<input type="checkbox"/>
16. SPOT TERMINAL OPERATING LLC	32068089328	<input type="checkbox"/>
17. SPOT TERMINAL SERVICES LLC	32068089278	<input type="checkbox"/>
18. ENTERPRISE CRUDE TERMINALS AND STORAGE, LLC	32069006511	<input type="checkbox"/>
19. LA PORTE PIPELINE COMPANY LP	32036186990	<input type="checkbox"/>
20. LA PORTE PIPELINE GP LLC	14812247568	<input type="checkbox"/>
21. ENTERPRISE CUSTOM MARKETING LLC	000000001	<input checked="" type="checkbox"/>

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Texas Franchise Tax Extension Affiliate List

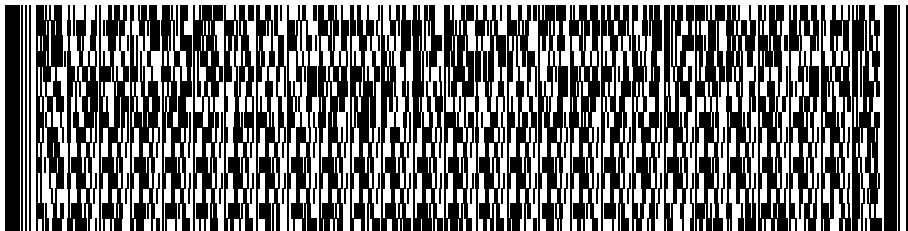
Tcode 13298

Reporting entity taxpayer number	Report year	Reporting entity taxpayer name
17605682198	2022	Enterprise Products Partners L.P.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE SAGE MARKETING LLC	000000002	<input checked="" type="checkbox"/>
2. ENTERPRISE PLEVNA MARKETING LLC	000000003	<input checked="" type="checkbox"/>
3. EVANGELINE GAS CORP	17603551353	<input type="checkbox"/>
4. Mont Belvieu Fractionators JV	32071167996	<input type="checkbox"/>
5. Mont Belvieu Fractionation Facilities JV	32071193497	<input type="checkbox"/>
6. Enterprise Products Co./Texaco Producing	32071168143	<input type="checkbox"/>
7. M2E3 LLC	32069911868	<input type="checkbox"/>
8. Pascagoula Gas Processing LLC	32070176766	<input type="checkbox"/>
9. Baymark Pipeline LLC	32070398600	<input type="checkbox"/>
10. Enterprise Interstate Crude LLC	32070547677	<input type="checkbox"/>
11. M2E4 LLC	32071648409	<input type="checkbox"/>
12. OTA Holdings, Inc.	32042881402	<input type="checkbox"/>
13. Electric E Power Marketing LLC	32074239537	<input type="checkbox"/>
14. Enterprise Blue Ivy LLC	32075935380	<input type="checkbox"/>
15. 38 Niente LLC	32076906364	<input type="checkbox"/>
16. Enterprise Petrochemical Marketing LLC	32079595370	<input type="checkbox"/>
17. Steor LLC	32079696822	<input type="checkbox"/>
18. Enterprise Ethylene Storage LLC	32079623321	<input type="checkbox"/>
19.		<input type="checkbox"/>
20.		<input type="checkbox"/>
21.		<input type="checkbox"/>

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VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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# Tab # 4

## Detail description of proposed project

### Proposed Project Description

Enterprise Products Operating LLC ("Enterprise") is proposing a new Ethylene manufacturing facility at our Beaumont Marine West property along the Neches River in Jefferson County. The proposed project is a facility to manufacture ethylene, a primary petrochemical intermediate that is further processed into polyethylene resin. This resulting product is used in the manufacture of plastics for pipe, bags, food and beverage containers, household chemicals bottles, and other products. The proposed Ethane Cracker unit has a designated ethylene production capacity of 2,000 kilotons per annum.

### Ethane Cracker -Manufacturing process:

Ethane is fed to furnaces where it is cracked under severe conditions forming ethylene. The furnace outlet stream is fed to a water-based quench, to stop the reaction and prevent the formation of undesirable byproducts. Heavies, tar, and coke are removed and the cracked gas is compressed. Carbon dioxide and sulfur are removed from the cracked gas in a caustic scrubber. The compressed cracked gas is cooled and water is removed by molecular sieves.

The cracked gas is then fed to a cold box to further reduce temperature and then to a deethanizer where ethane/ethylene and lighter products are separated overhead. This overhead stream is partially hydrogenated to remove acetylene, which is converted to ethylene, and then is chilled before it is sent to the demethanizer. The demethanizer separates methane and hydrogen overhead for use as fuel gas.

The demethanizer bottom stream is sent to the ethylene splitter. Polymer-grade ethylene is the overhead product of the splitter, while ethane in the bottom stream is recycled to the furnaces.

The deethanizer bottoms stream is sent to the depropanizer. The overhead product of the depropanizer is a mixed propylene and byproduct stream that is partially hydrogenated to remove MAPD (methyl acetylene & propadiene), which is converted to propylene and sent to storage.

The depropanizer bottoms is a stream of butanes and heavier that is sent to the debutanizer. The overhead product of the debutanizer is a mixed butane stream that is sent to storage. The bottoms from the debutanizer is a light pygas product that is sent to storage.

# Tab # 5

## Limitation is a Determining Factor

1. **Does the applicant currently own the land on which the proposed project will occur?**

The Applicant does not currently own the land nor is it under contractual obligation for lease at this time. If the project is sanctioned in Jefferson County, Texas, the applicant intends to purchase or lease the land. However, it will not be included as Qualified Property.

2. **Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?**

The Applicant has not entered into any agreement with respect to the proposed project.

3. **Does the applicant have current business activities at the location where the proposed project will occur?**

There are no existing improvements at the proposed project site.

4. **Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?**

Applicant has not made public statements regarding the potential development of the proposed project.

5. **Has the applicant received any local or state permits for activities on the proposed project site?**

No.

6. **Has the applicant received commitments for state or local incentives for activities at the proposed project site?**

No.

7. **Is the applicant evaluating other locations not in Texas for the proposed project?**

Applicant is a leading midstream energy company with a large pipeline footprint in the United States. These pipelines provide substantial flexibility in plant location. Applicant has gas manufacturing locations in Texas, Louisiana, New Mexico, Colorado, and

Wyoming. Applicant also has significant interstate pipeline assets in Louisiana that can and do move product to and from Texas. This allows potential manufacturing facilities to be located in St. Martin Parish, East Baton Rouge Parish, or Assumption Parish, Louisiana and the resulting manufactured product transported to Applicant's facilities in Texas.

Capital investments are allocated to projects and locations based on expected economic return and property tax liabilities can make up a substantial ongoing cost of operation. The Chapter 313 Value Limitation, if granted, would make the location in Texas a feasible investment, as is further as shown in Item 10 to Tab 5.

**8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with alternative investment opportunities?**

Yes, see Item 10 to Tab 5, as referenced below in the answer to question 10.

**9. Has the applicant provided information related to the applicant's inputs, transportation and market for the proposed project?**

N/A

**10. Are you submitting information to assist in the determinations as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?**

See the attached Item 10 to Tab 5.

**Key Determining factors:**

- The Applicant has submitted in Item 10 to Tab 5 a local school tax impact model of the proposed project's property tax burden with the Chapter 313 appraised value limitation agreement and without the value limitation agreement. The impact of the property tax burden on the economic return of the proposed new project is an important factor in the evaluation project's economic viability and a key component in the site selection process. The tax model shows that the rate of return with the valuation limitation agreement exceeds the minimum rate of return required by the Applicant to proceed with the proposed investment.
- An appraised value limitation agreement under Chapter 313 results in significant annual operating cost savings which would incentivize the Applicant to invest capital in the proposed project rather than making an alternative investment.
- The property tax burden for the Applicant's proposed project is significant. The property tax burden has a direct impact on the proposed project's economic viability and the decision to invest in Texas.
- The ability to enter into a Chapter 313 appraised value limitation agreement with the school district is a determining factor to invest in this project.

- Capital investments by the Applicant are based on expected economic return on investment. Property tax liabilities can make up a substantial portion of the ongoing cost of operations that directly impacts the rate of return on the investment in the proposed project. Without the tax incentive, the economics of this project will be less competitive with other capital intensive projects and the viability of the proposed project becomes uncertain.
- Tax incentives play an important role in attracting capital intensive manufacturing facilities due to the high property tax burden in Texas.
- The Applicant is evaluating various manufacturing projects for development and where to commit substantial long term investment based on economic rate of return on investment in the proposed projects. The economic benefits provided by a Chapter 313 appraised value limitation agreement is an important component in this analysis.

## Item 10 TAB 5

The chart below quantifies the property tax burden on the proposed project both with the Chapter 313 appraised value limitation agreement and without the value limitation agreement. The chart shows the effect of a limitation agreement through the 25th anniversary of the beginning of the limitation period using the 2021 Beaumont ISD M&O ad valorem tax rate of \$0.9089 per \$100 of the estimated M&O taxable values of the proposed project from Schedule B. If the Chapter 313 Application is approved, the chart shows a potential tax savings to the Applicant of \$273,783,948. Note that the estimated tax savings does not account for the effect of Supplemental Payments or revenue protection payments as may be called for in a final Chapter 313 Agreement.

Year	Project Market Value	Beaumont ISD M&O Tax Without Chp. 313 Limitation	Project Market Value with Limitation	Beaumont ISD M&O Tax With Chp. 313 Limitation
2028	3,412,192,000	31,013,413	30,000,000	272,670
2029	3,273,984,000	29,757,241	30,000,000	272,670
2030	3,205,776,000	29,137,298	30,000,000	272,670
2031	3,137,568,000	28,517,356	30,000,000	272,670
2032	3,069,360,000	27,897,413	30,000,000	272,670
2033	3,001,152,000	27,277,471	30,000,000	272,670
2034	2,932,944,000	26,657,528	30,000,000	272,670
2035	2,864,736,000	26,037,586	30,000,000	272,670
2036	2,796,528,000	25,417,643	30,000,000	272,670
2037	2,728,320,000	24,797,700	30,000,000	272,670
2038	2,660,112,000	24,177,758	2,660,112,000	24,177,758
2039	2,591,904,000	23,557,815	2,591,904,000	23,557,815
2040	2,523,696,000	22,937,873	2,523,696,000	22,937,873
2041	2,455,488,000	22,317,930	2,455,488,000	22,317,930
2042	2,387,280,000	21,697,988	2,387,280,000	21,697,988
2043	2,319,072,000	21,078,045	2,319,072,000	21,078,045
2044	2,250,864,000	20,458,103	2,250,864,000	20,458,103
2045	2,182,656,000	19,838,160	2,182,656,000	19,838,160
2046	2,114,448,000	19,218,218	2,114,448,000	19,218,218
2047	2,046,240,000	18,598,275	2,046,240,000	18,598,275
2048	1,978,032,000	17,978,333	1,978,032,000	17,978,333
2049	1,909,824,000	17,358,390	1,909,824,000	17,358,390
2050	1,841,616,000	16,738,448	1,841,616,000	16,738,448
2051	1,773,408,000	16,118,505	1,773,408,000	16,118,505
2052	1,705,200,000	15,498,563	1,705,200,000	15,498,563
	<b>Total</b>	<b>\$ 574,083,054</b>		<b>\$ 300,299,106</b>
			<b>Difference</b>	<b>\$ 273,783,948</b>

# Tab # 6

**Description of how project is located in  
more than one district...**

**Not applicable to this proposed project**

# Tab # 7

## Detail description of proposed project

### Proposed Project Description

Enterprise Products Operating LLC (“Enterprise”) is proposing a new Ethylene manufacturing facility at our Beaumont Marine West property along the Neches River in Jefferson County. The proposed project is a facility to manufacture ethylene, a primary petrochemical intermediate that is further processed into polyethylene resin. This resulting product is used in the manufacture of plastics for pipe, bags, food and beverage containers, household chemicals bottles, and other products. The proposed Ethane Cracker unit has a designated ethylene production capacity of 2,000 kilotons per annum.

### Ethane Cracker -Manufacturing process:

Ethane is fed to furnaces where it is cracked under severe conditions forming ethylene. The furnace outlet stream is fed to a water-based quench, to stop the reaction and prevent the formation of undesirable byproducts. Heavies, tar, and coke are removed and the cracked gas is compressed. Carbon dioxide and sulfur are removed from the cracked gas in a caustic scrubber. The compressed cracked gas is cooled and water is removed by molecular sieves.

The cracked gas is then fed to a cold box to further reduce temperature and then to a deethanizer where ethane/ethylene and lighter products are separated overhead. This overhead stream is partially hydrogenated to remove acetylene, which is converted to ethylene, and then is chilled before it is sent to the demethanizer. The demethanizer separates methane and hydrogen overhead for use as fuel gas.

The demethanizer bottom stream is sent to the ethylene splitter. Polymer-grade ethylene is the overhead product of the splitter, while ethane in the bottom stream is recycled to the furnaces.

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The depropanizer bottoms is a stream of butanes and heavier that is sent to the debutanizer. The overhead product of the debutanizer is a mixed butane stream that is sent to storage. The bottoms from the debutanizer is a light pygas product that is sent to storage.

Ethane Cracker -Significant components of the facility would include:

- ❖ The facility consists of the following:
  - Cracking furnaces and supporting steam production system including boilers, water treatment facilities, and a cooling tower
  - Quench tower and separation
  - Cracked gas compression train, acid gas removal, and dehydration
  - Compressed gas refrigeration cold box and lights removal
  - Fractionation and hydrogenation conversion to ethylene and propylene
  - Propylene refrigeration system for chilling of cracked gas in the cold box and fractionation feed/product streams
  - Ethylene or methane/ethylene refrigeration system for chilling of cracked gas in the cold box and fractionation feed/product streams

# Tab # 8

## Detail description of proposed project

### Proposed Project Description

Enterprise Products Operating LLC (“Enterprise”) is proposing a new Ethylene manufacturing facility at our Beaumont Marine West property along the Neches River in Jefferson County. The proposed project is a facility to manufacture ethylene, a primary petrochemical intermediate that is further processed into polyethylene resin. This resulting product is used in the manufacture of plastics for pipe, bags, food and beverage containers, household chemicals bottles, and other products. The proposed Ethane Cracker unit has a designated ethylene production capacity of 2,000 kilotons per annum.

### Ethane Cracker -Manufacturing process:

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- ❖ The facility consists of the following:
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  - Quench tower and separation
  - Cracked gas compression train, acid gas removal, and dehydration
  - Compressed gas refrigeration cold box and lights removal
  - Fractionation and hydrogenation conversion to ethylene and propylene
  - Propylene refrigeration system for chilling of cracked gas in the cold box and fractionation feed/product streams
  - Ethylene or methane/ethylene refrigeration system for chilling of cracked gas in the cold box and fractionation feed/product streams

# **Tab # 9**

## **Land is not part of the qualified property**

**The Applicant does not currently own the land nor is it under contractual obligation for lease at this time. If the project is sanctioned in Jefferson County, Texas, the applicant intends to purchase or lease the land. However, it will not be included as Qualified Property.**

**Not applicable**

# Tab # 10

## Description of all property not eligible to become qualified property

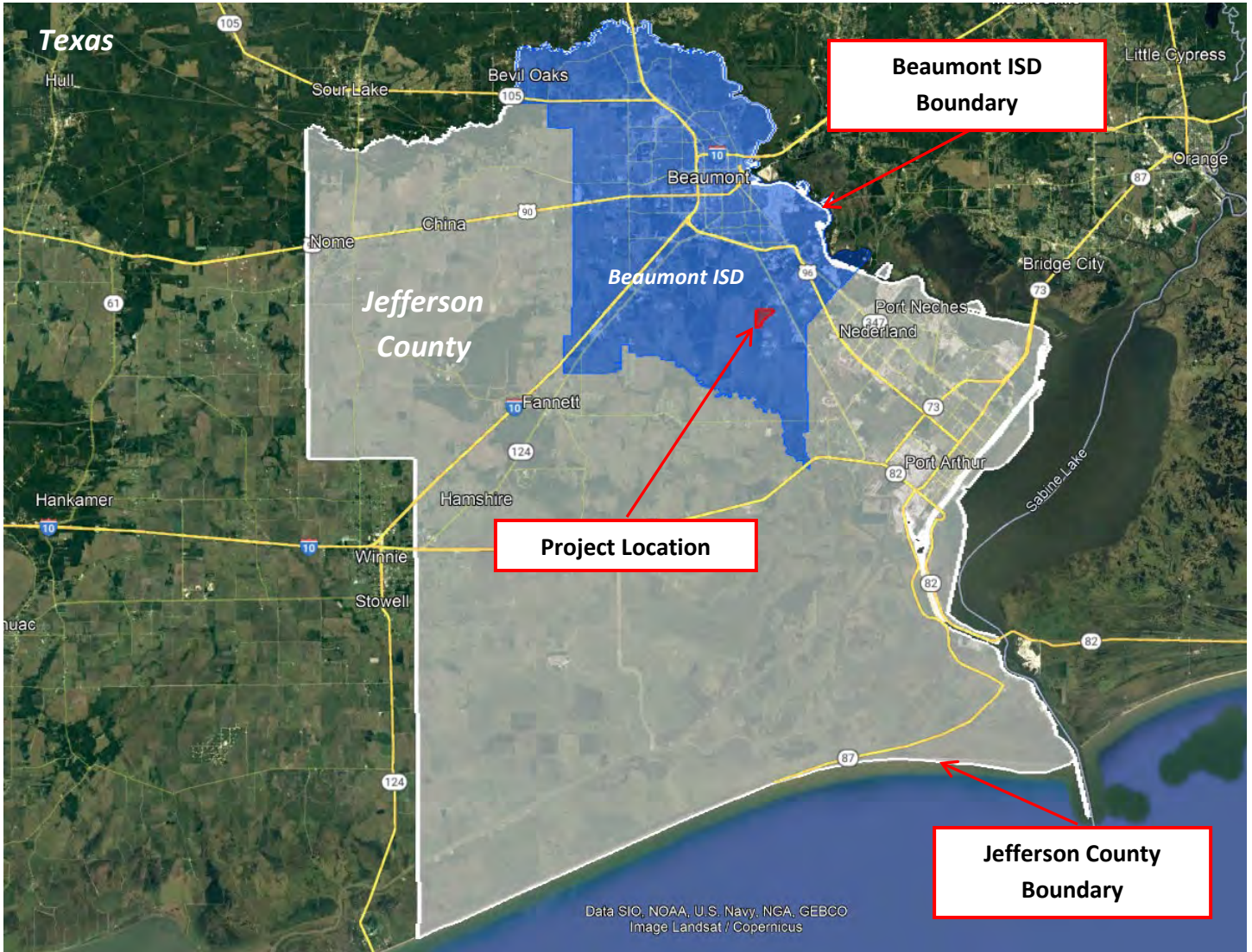
Not Applicable – All property will be eligible to become qualified property

# Tab # 11

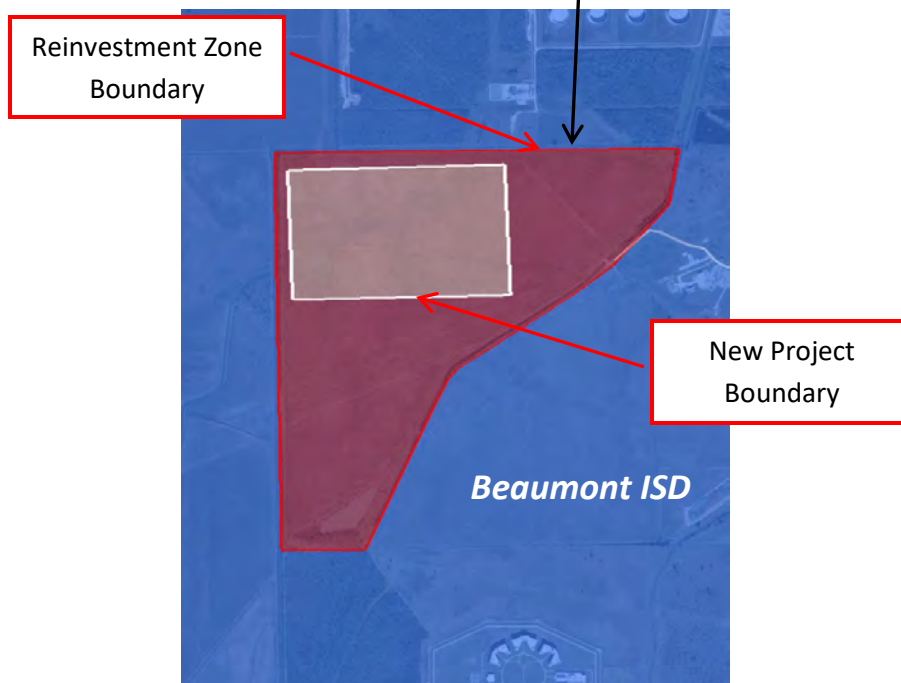
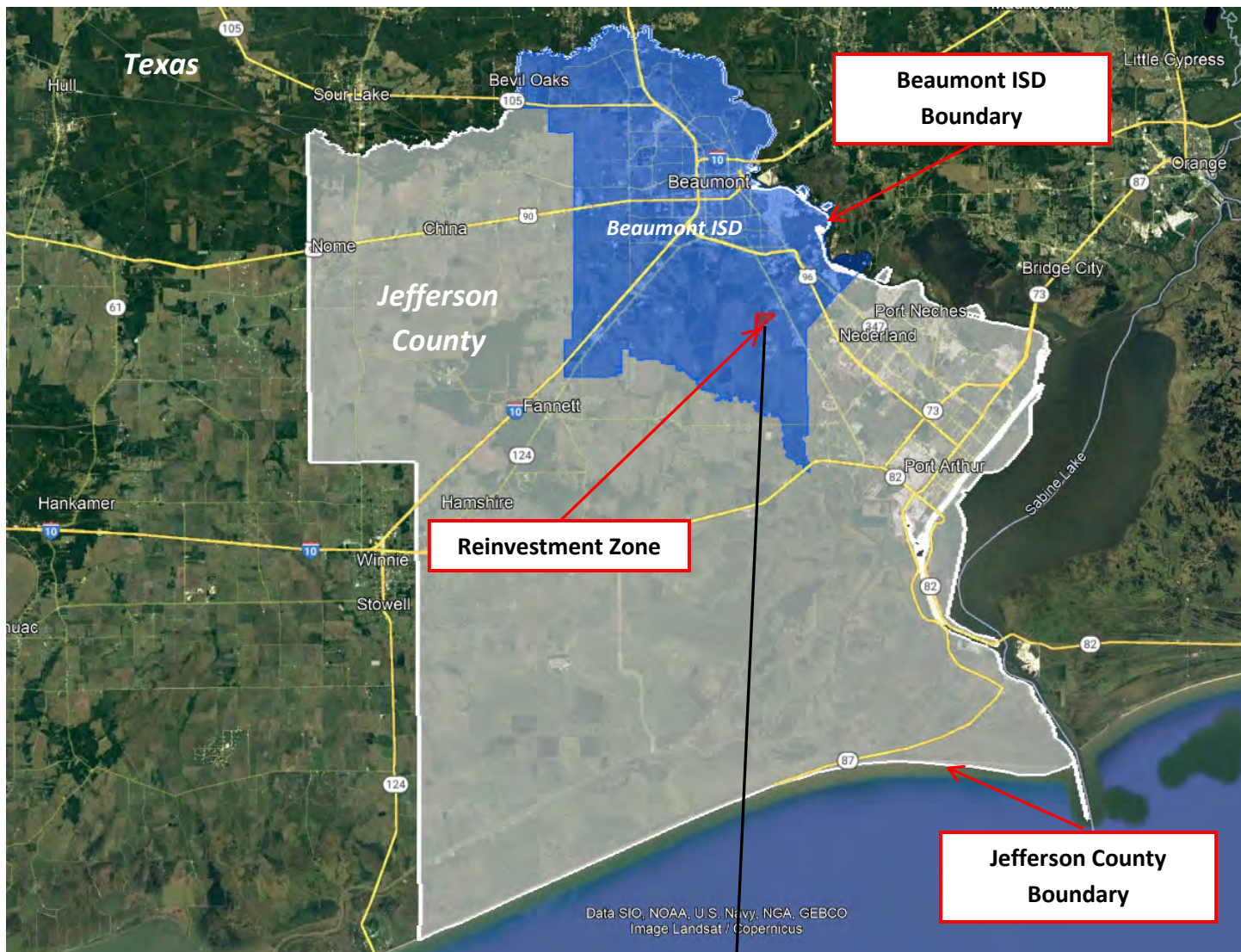
## Maps that clearly show:

- a) **Project Vicinity** – See following map labeled “Project Vicinity Map”
- b) **Qualified Investment** – See following map labeled “Qualified Investment / Qualified Property Map”
- c) **Qualified Property** – See following map labeled “Qualified Investment / Qualified Property Map”
- d) **NO Existing Property** – See Tab #10 and map labeled "Reinvestment Zone Map".
- e) **Land location and vicinity map** – See following map labeled “Project Vicinity Map”
- f) **Reinvestment Zone within vicinity map, showing the actual or proposed boundaries and size** – See following map labeled “Reinvestment Zone Map”

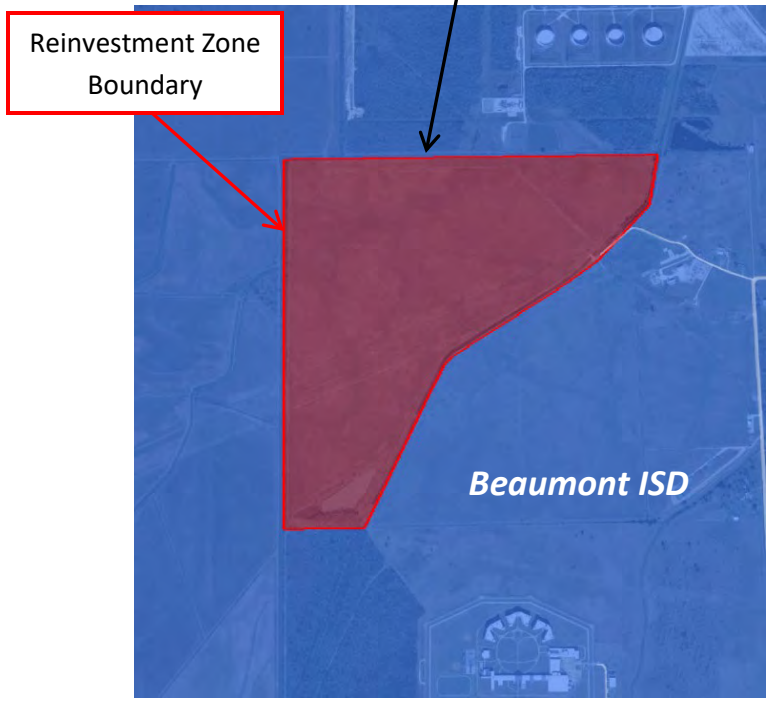
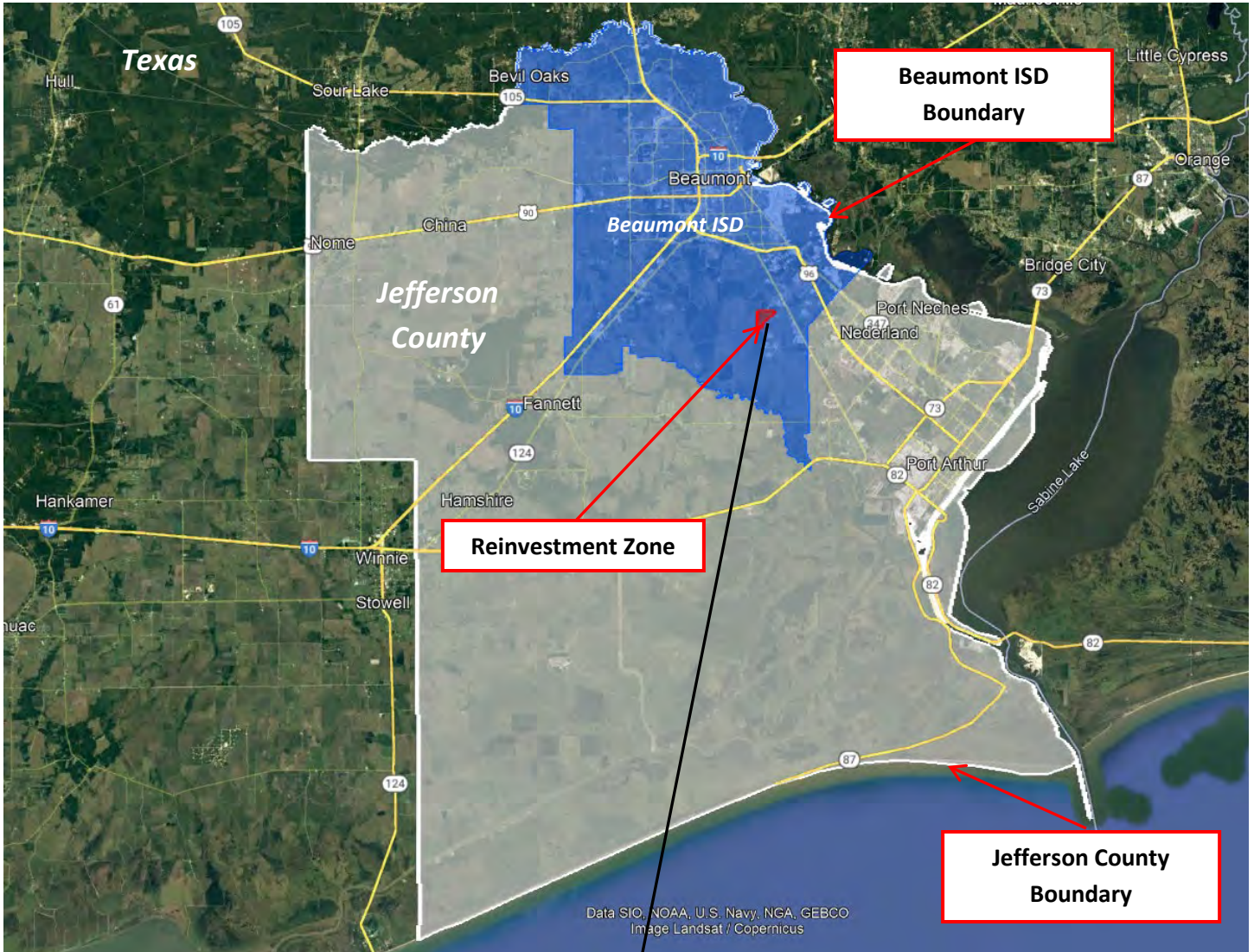
# Project Vicinity Map

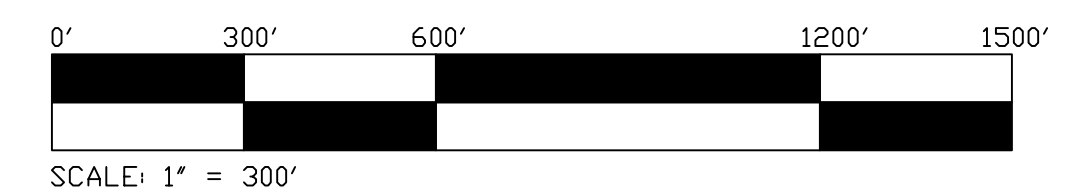
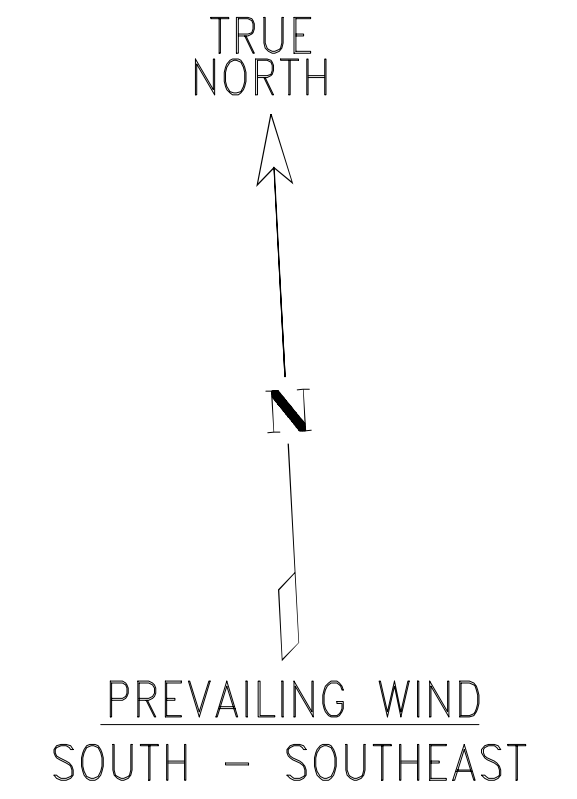


# Qualified Investment / Qualified Property Map



# Reinvestment Zone Map





**WITH GOOGLE EARTH OVERLAY (COLOR)**

PRELIMINARY



S&B ENGINEERS and  
CONSTRUCTORS, LTD.

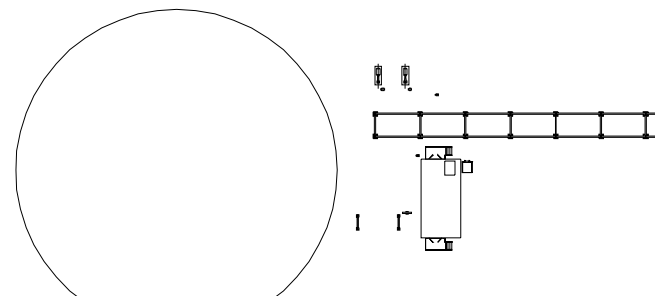
S&B JOB NO.

CONCEPTUAL SITE PLAN  
ETHYLENE CRACKER  
BEAUMONT, TEXAS



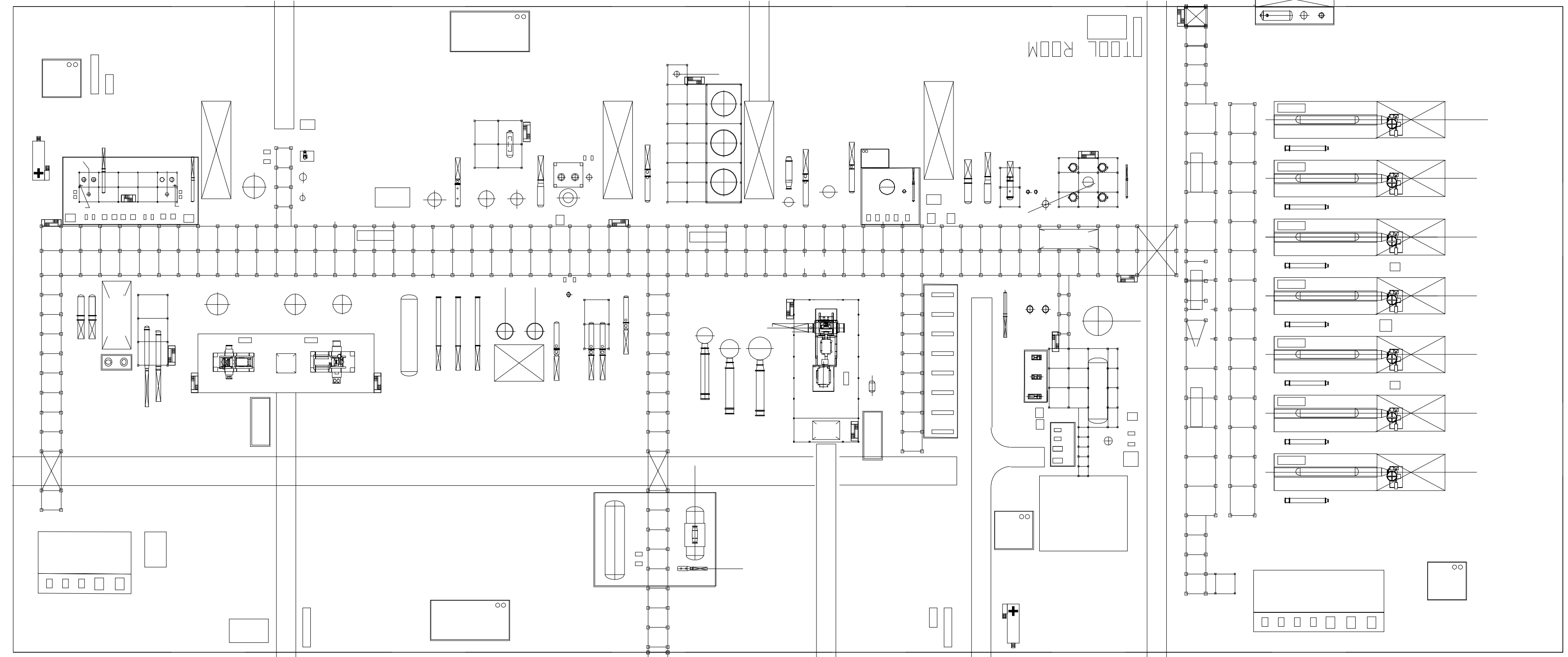
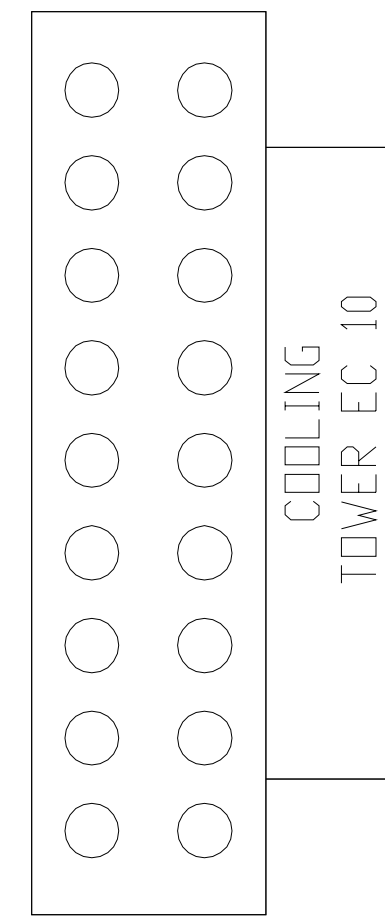
NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
-	ISSUED FOR INFORMATION	-	-	-	-

DRAWING SCALE	1"=300'	ENTERPRISE APPROVED	-
DRAWN BY	-	DATE	-
CHECKED BY	-	ENTERPRISE PROJECT #	-
APPROVED BY	-	DRAWING NUMBER	-
DOCUMENT CONTROL #	-		

  
FIREWATER

OSBL

GROUND  
FLARE



# **Tab # 13**

**Calculation of three possible wage requirements with TWC documentation**

# Calculations of Wages for Jefferson County

Based on Most Recent Data Available

Average Weekly Wage for all jobs (all Industries) in the County		
Year	Period	Wages
2020	4th Qtr	\$1,186
2021	1st Qtr	\$1,131
2021	2nd Qtr	\$1,111
2021	3rd Qtr	\$1,133
<b>Average</b>		<b>\$1,140.25</b>

110% of Average Weekly Wage for Manufacturing jobs in the County		
Year	Period	Wages
2020	4th Qtr	\$2,029
2021	1st Qtr	\$2,389
2021	2nd Qtr	\$2,046
2021	3rd Qtr	\$2,055
<b>Average Weekly Wage</b>		<b>\$2,130</b>
<b>110% of Average Weekly Wage</b>		<b>\$2,342.73</b>

110% of Average Weekly Wage for Manufacturing jobs in the Region	
Houston-Galveston Area Council	
Rate per Hour	\$27.38
Hours Per Week	40
<b>Average Weekly Wage</b>	<b>\$1,095.20</b>
<b>110% of Average Weekly Wage</b>	<b>\$1,204.72</b>

<b>Minimum Required Annual(52 weeks) Wage</b>	<b>\$62,645.44</b>
---	--------------------

## Quarterly Census of Employment and Wages (QCEW) Report

Customize the report/Help with Accessibility [?](#)

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2020	01	Jefferson	Total All	10	Total, All Industries	0	1,147
2020	02	Jefferson	Total All	10	Total, All Industries	0	1,098
2020	03	Jefferson	Total All	10	Total, All Industries	0	1,096
2020	04	Jefferson	Total All	10	Total, All Industries	0	1,186
2021	01	Jefferson	Total All	10	Total, All Industries	0	1,131
2021	02	Jefferson	Total All	10	Total, All Industries	0	1,111
2021	03	Jefferson	Total All	10	Total, All Industries	0	1,133

## Quarterly Census of Employment and Wages (QCEW) Report

Customize the report/Help with Accessibility [?](#)

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2020	01	Jefferson	Private	31-33	Manufacturing	2	2,345
2020	02	Jefferson	Private	31-33	Manufacturing	2	1,933
2020	03	Jefferson	Private	31-33	Manufacturing	2	1,968
2020	04	Jefferson	Private	31-33	Manufacturing	2	2,029
2021	01	Jefferson	Private	31-33	Manufacturing	2	2,389
2021	02	Jefferson	Private	31-33	Manufacturing	2	2,046
2021	03	Jefferson	Private	31-33	Manufacturing	2	2,055

**2020 Manufacturing Average Wages by Council of Government Region  
Wages for All Occupations**

COG	COG Number	Wages	
		Hourly	Annual
<a href="#">Panhandle Regional Planning Commission</a>	1	\$23.32	\$48,501
<a href="#">South Plains Association of Governments</a>	2	\$20.42	\$42,473
<a href="#">NORTEX Regional Planning Commission</a>	3	\$20.64	\$42,928
<a href="#">North Central Texas Council of Governments</a>	4	\$32.34	\$67,261
<a href="#">Ark-Tex Council of Governments</a>	5	\$21.30	\$44,299
<a href="#">East Texas Council of Governments</a>	6	\$29.28	\$60,904
<a href="#">West Central Texas Council of Governments</a>	7	\$21.54	\$44,797
<a href="#">Rio Grande Council of Governments</a>	8	\$19.02	\$39,552
<a href="#">Permian Basin Regional Planning Commission</a>	9	\$22.57	\$46,945
<a href="#">Concho Valley Council of Governments</a>	10	\$27.28	\$56,739
<a href="#">Heart of Texas Council of Governments</a>	11	\$23.41	\$48,696
<a href="#">Capital Area Council of Governments</a>	12	\$29.96	\$62,326
<a href="#">Brazos Valley Council of Governments</a>	13	\$18.41	\$38,286
<a href="#">Deep East Texas Council of Governments</a>	14	\$21.07	\$43,829
<a href="#">South East Texas Regional Planning Commission</a>	15	\$27.38	\$56,957
<a href="#">Houston-Galveston Area Council</a>	16	\$29.83	\$62,050
<a href="#">Golden Crescent Regional Planning Commission</a>	17	\$22.09	\$45,945
<a href="#">Alamo Area Council of Governments</a>	18	\$27.45	\$57,101
<a href="#">South Texas Development Council</a>	19	\$19.20	\$39,945
<a href="#">Coastal Bend Council of Governments</a>	20	\$35.39	\$73,603
<a href="#">Lower Rio Grande Valley Development Council</a>	21	\$20.70	\$43,056
<a href="#">Texoma Council of Governments</a>	22	\$19.18	\$39,897
<a href="#">Central Texas Council of Governments</a>	23	\$21.34	\$44,390
<a href="#">Middle Rio Grande Development Council</a>	24	\$22.98	\$47,809
<b>Texas</b>		\$28.00	\$58,233

Calculated by the Texas Workforce Commission Labor Market and Career Information Department.

Data published: August 2021.

Data published annually, next update will likely be July 31, 2022

Annual Wage Figure assumes a 40-hour work week.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas Occupational Employment and Wage Statistics (OEWS) data, and is not to be compared to BLS estimates.

Data intended only for use implementing Chapter 313, Texas Tax Code.

# **Tab # 14**

**Schedules A1, A2, B, and C**

**Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)**

Date **4/27/2022**  
 Applicant Name **Enterprise Products Operating LLC**  
 ISD Name **Beaumont ISD**

Form 50-296A  
 Revised October 2020

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	Column B New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Column C Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other new investment made during this year that may become Qualified Property [SEE NOTE]	Column E <b>Total Investment</b> (Sum of Columns A+B+C+D)	
Investment made before filing complete application with district	Pre	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2022	Not eligible to become Qualified Property				[The only other investment made before filing complete application with district that may become Qualified Property is land.]	
Investment made after filing complete application with district, but before final board approval of application									
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period									-
	Deferral	2023-2024	2023						
	Deferral	2024-2025	2024						
	QTP Partial Stub Year 1/2/25	2025-2026	2025		81,550,000				
Complete tax years of qualifying time period	QTP1	2026-2027	2026		1,166,550,000			-	
	QTP2	2027-2028	2027		2,251,900,000			-	
<b>Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]</b>				\$ -	3,500,000,000			\$ -	
<b>Total Qualified Investment (sum of green cells)</b>				<b>3,500,000,000</b>	Enter amounts from TOTAL row above in Schedule A2				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application. Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

**Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)**

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
				Column A	Column B	Column C	Column D	Column E	
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)	
Total Investment from Schedule A1*	--	<b>TOTALS FROM SCHEDULE A1</b>			Enter amounts from TOTAL row in Schedule A1 in the row below				
					3,500,000,000				
Each year prior to start of value limitation Period **									
Value limitation period***	1	2028-2029	2028						
	2	2029-2030	2029						
	3	2030-2031	2030						
	4	2031-2032	2031						
	5	2032-2033	2032						
	6	2033-2034	2033						
	7	2034-2035	2034						
	8	2035-2036	2035						
	9	2036-2037	2036						
	10	2037-2038	2037						
<b>Total Investment made through limitation</b>				-	3,500,000,000				-
Continue to maintain viable presence	11	2038-2039	2038						
	12	2039-2040	2039						
	13	2040-2041	2040						
	14	2041-2042	2041						
	15	2042-2043	2042						
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2043-2044	2043						
	17	2044-2045	2044						
	18	2045-2046	2045						
	19	2046-2047	2046						
	20	2047-2048	2047						
	21	2048-2049	2048						
	22	2049-2050	2049						
	23	2050-2051	2050						
	24	2051-2052	2051						
	25	2052-2053	2052						

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

\*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

\*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
 Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

**Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)**

Date

**4/27/2022**

Applicant Name

**Enterprise Products Operating LLC**

**Form 50-296A**

ISD Name

**Beaumont ISD**

*Revised October 2020*

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Defferral	0	2023-2024	2023						
Defferral	0	2024-2025	2024						
QTP Partial Stub Year 1/2/25	0	2025-2026	2025			40,775,000	40,775,000	40,775,000	40,775,000
<b>QTP1</b>	0	2026-2027	2026			583,275,000	583,275,000	583,275,000	583,275,000
<b>QTP2</b>	0	2027-2028	2027			1,125,950,000	1,125,950,000	1,125,950,000	1,125,950,000
Value Limitation Period	1	2028-2029	2028			3,500,000,000	3,412,192,000	3,412,192,000	30,000,000
	2	2029-2030	2029			3,360,000,000	3,273,984,000	3,273,984,000	30,000,000
	3	2030-2031	2030			3,290,000,000	3,205,776,000	3,205,776,000	30,000,000
	4	2031-2032	2031			3,220,000,000	3,137,568,000	3,137,568,000	30,000,000
	5	2032-2033	2032			3,150,000,000	3,069,360,000	3,069,360,000	30,000,000
	6	2033-2034	2033			3,080,000,000	3,001,152,000	3,001,152,000	30,000,000
	7	2034-2035	2034			3,010,000,000	2,932,944,000	2,932,944,000	30,000,000
	8	2035-2036	2035			2,940,000,000	2,864,736,000	2,864,736,000	30,000,000
	9	2036-2037	2036			2,870,000,000	2,796,528,000	2,796,528,000	30,000,000
	10	2037-2038	2037			2,800,000,000	2,728,320,000	2,728,320,000	30,000,000
Continue to maintain viable presence	11	2038-2039	2038			2,730,000,000	2,660,112,000	2,660,112,000	2,660,112,000
	12	2039-2040	2039			2,660,000,000	2,591,904,000	2,591,904,000	2,591,904,000
	13	2040-2041	2040			2,590,000,000	2,523,696,000	2,523,696,000	2,523,696,000
	14	2041-2042	2041			2,520,000,000	2,455,488,000	2,455,488,000	2,455,488,000
	15	2042-2043	2042			2,450,000,000	2,387,280,000	2,387,280,000	2,387,280,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2043-2044	2043			2,380,000,000	2,319,072,000	2,319,072,000	2,319,072,000
	17	2044-2045	2044			2,310,000,000	2,250,864,000	2,250,864,000	2,250,864,000
	18	2045-2046	2045			2,240,000,000	2,182,656,000	2,182,656,000	2,182,656,000
	19	2046-2047	2046			2,170,000,000	2,114,448,000	2,114,448,000	2,114,448,000
	20	2047-2048	2047			2,100,000,000	2,046,240,000	2,046,240,000	2,046,240,000
	21	2048-2049	2048			2,030,000,000	1,978,032,000	1,978,032,000	1,978,032,000
	22	2049-2050	2049			1,960,000,000	1,909,824,000	1,909,824,000	1,909,824,000
	23	2050-2051	2050			1,890,000,000	1,841,616,000	1,841,616,000	1,841,616,000
	24	2051-2052	2051			1,820,000,000	1,773,408,000	1,773,408,000	1,773,408,000
25	2052-2053	2052			1,750,000,000	1,705,200,000	1,705,200,000	1,705,200,000	

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

Only include market value for eligible property on this schedule.

**Schedule C: Employment Information**

Date **4/27/2022**  
 Applicant Name **Enterprise Products Operating LLC**  
 ISD Name **Beaumont ISD**

**Form 50-296A**

*Revised October 2020*

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Annual wage of new qualifying jobs
Deferral	0	2023-2024	2023					
Deferral	0	2024-2025	2024					
QTP Partial Stub Year 1/2/225	0	2025-2026	2025	500 FTE	63,000			
QTP1	0	2026-2027	2026	2400 FTE	\$ 63,000			
QTP2	0	2027-2028	2027	4200 FTE	\$ 63,000			
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2028-2029	2028				10	\$ 63,000
	2	2029-2030	2029				10	\$ 63,000
	3	2030-2031	2030				10	\$ 63,000
	4	2031-2032	2031				10	\$ 63,000
	5	2032-2033	2032				10	\$ 63,000
	6	2033-2034	2033				10	\$ 63,000
	7	2034-2035	2034				10	\$ 63,000
	8	2035-2036	2035				10	\$ 63,000
	9	2036-2037	2036				10	\$ 63,000
	10	2037-2038	2037				10	\$ 63,000
Years Following Value Limitation Period	11 through 25	2038-2053	2038-2052				10	\$ 63,000

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
 Only include jobs on the project site in this school district.

# **Tab # 15**

**Economic Impact Analysis, other  
payments made in the state of other  
economic information**

**Not Applicable**

# Tab # 16

## Description of Reinvestment Zone

- 1- Evidence the area qualifies as an Enterprise Zone as defined by the Governor's office
- 2- Legal description of reinvestment zone
- 3- Order, resolution, or ordinance established the reinvestment zone
- 4- Guidelines and criteria for creating the zone

- 1- Not applicable
- 2- Will supplement once the County or ISD designates the reinvestment zone.
- 3- Will supplement once County or ISD creates the reinvestment zone
- 4- See Attached

# **Legal Description of Reinvestment zone are attached.**

**The Applicant does not currently own the land nor is it under contractual obligation for lease at this time. If the project is sanctioned in Texas, the applicant intends to purchase the land. However, it will not be included as Qualified Property.**

**Order, resolution, or ordinance  
Established the reinvestment zone.**

**Will be submitted once created  
by County or ISD**

**\* *to be submitted before date of final application approval by school board***

**Guidelines and Criteria for  
creating Reinvestment Zone are  
attached.**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

### STATEMENT OF PURPOSE

#### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

### DEFINITIONS

#### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Affiliate**" means 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 common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(d) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).

(e) "**Bulk Buys**" include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) "**Deferred Maintenance**" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) "**Distribution Center**" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) "**Eligible Facilities**" or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) "**Eligible Property**" means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) "**Field Buys**" include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) "**Facility**" means property improvements completed or in the process of construction which together comprise an integral whole.

(n) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

## WHEN ABATEMENT AUTHORIZED

### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,

improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f)), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

## **APPLICATION PROCESS**

### **SECTION V**

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds which includes GPS coordinates (pursuant to a directive from

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## **AGREEMENT**

### **SECTION VI**

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## **RECAPTURE**

### **SECTION VII**

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

## **ADMINISTRATION**

### **SECTION VIII**

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of the executed abatement agreement, as a result of any event of default by OWNER, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## **AGREEMENT**

### **SECTION IX**

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## **SUNSET PROVISION**

### **SECTION X**

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## **DISCRETION OF THE COUNTY**

### **SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

## **QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

### **Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

## **Questions to be Answered**

(1) Is your project within a city limit? \_\_\_\_\_. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ \_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

\_\_\_\_\_  
Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_  
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_

(12) Amount property tax base valuation will be increased:

During term of abatement: \_\_\_\_\_

After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

\_\_\_\_\_

\_\_\_\_\_

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

\_\_\_\_\_

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

\_\_\_\_\_

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

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# **Tab # 17**

**Signature and Certification page, signed  
and dated by Authorized School District  
Representative and Authorized Company  
Representative (applicant)**

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**.

**NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

**1. Authorized School District Representative Signature**

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here

Print Name (Authorized School District Representative)

Title

sign here

Signature (Authorized School District Representative)

Date

**2. Authorized Company Representative (Applicant) Signature and Notarization**

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here

Curt Tate

Senior Tax Director

Print Name (Authorized Company Representative (Applicant))

Title

sign here

*Curt Tate*  
Signature (Authorized Company Representative (Applicant))

April 29, 2022

Date

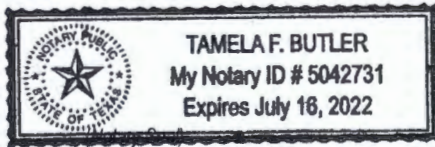
GIVEN under my hand and seal of office this, the

*29th* day of *April*, *2022*

*Tamela F. Butler*

Notary Public in and for the State of Texas

My Commission expires: *07-16-2022*



If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

## APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

ATTACHMENT	
1	Sections 1-16
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> <li>a) Project boundary and project vicinity, including county and school district boundaries</li> <li>b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period</li> <li>c) Qualified property including location of new buildings or new improvements</li> <li>d) Any existing property within the project area</li> <li>e) Any facilities owned or operated by the applicant having interconnections to the proposed project</li> <li>f) Location of project, and related nearby projects within vicinity map</li> <li>g) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size</li> </ul> <p><b>Note:</b> Maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of non-qualifying wage target and two possible qualifying job wage requirements with TWC documentation
14	Schedules A1, A2, B, and C completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> <li>a) evidence that the area qualifies as an enterprise zone as defined by the Governor's Office</li> <li>b) legal description of reinvestment zone</li> <li>c) order, resolution or ordinance establishing the reinvestment zone</li> <li>d) guidelines and criteria for creating the zone</li> </ul>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>



# O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

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**Rio Grande Valley Office**  
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**San Antonio Office**  
117 W. Craig Place  
San Antonio, Texas 78212

April 29, 2022

Superintendent Shannon Allen and  
Members of the Board of Trustees  
Beaumont Independent School District  
3395 Harrison Ave.  
Beaumont, Texas 77706

RE: Legal Representation Agreement for District Representation for Purposes of Tax Code  
Chapter 313 matters concerning Application of Enterprise Products Operating LLC

Dear Superintendent Allen and Members of the Beaumont ISD Board of Trustees,

The purpose of this letter is to provide you the terms and conditions under which our firm proposes to undertake all necessary legal work to process, negotiate, draft and, as requested, provide post-agreement legal advice to the Beaumont Independent School District Board of Trustees or the Board of Trustees upon reassuming their duties (hereinafter "Client") concerning the above-referenced Application of Enterprise Products Operating LLC. At all times our representation will be subject the direction of Client's Board of Trustees and executive staff. Please review the agreement, and if you wish to retain the Firm's services, execute and return the agreement to our office by either facsimile or email.

If retained, we propose to represent in the above-referenced matter as follows:

**I. Designation of Firm's Primary Counsel:** Kevin O'Hanlon, our firm's President and Managing Partner will have primary responsibility for this engagement. Mr. O'Hanlon has been practicing law in Texas for approximately 38 years and has been involved in the drafting and negotiation of Chapter 313 agreements since drafting the original Chapter 313 agreement in 2002. The use of all firm personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform an aspect of a specific engagement.

**II. Legal Representation Through Agreement Execution:** If engaged by Client, our firm will provide the following legal services with respect to the above referenced matter for the fee set forth in Paragraph III, below:

1. Review Client's existing Chapter 313 Policies and, where appropriate, recommend amended language to the Board, to ensure compliance with current statute and regulatory directives.
2. Review the Application, including Schedules A1-C and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information to ensure that the Application documents and any other required reports include all information required by the Comptroller's rules or by 34 Tex. Administrative Code § 9.1054.
3. Upon request, provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, legal risks under the Texas school finance system.
4. Review, on behalf of the Client, any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project, and make appropriate recommendations for action.
5. Ensure that all requests from the Comptroller concerning the Application are expeditiously handled, and forward to the Comptroller and the Appraisal District any Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.
6. Ensure Client is kept current on and is in compliance with all required transparency requirements.
7. Where requested, draft Board agenda items and supporting materials for Board action, in full compliance with the Texas Open Meetings Act.
8. Attend, in person any staff and/or Board meetings as necessary to keep Client informed of the status of the engagement.
9. Coordinate with Client's school finance consultants to ensure all required analyses to properly protect the District's financial interests have been completed in a timely manner.
10. Secure and forward all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
11. Track all deadlines including Tex. Tax Code § 313.025(b) and, if required prepare and transmit extension of time documentation to the required stakeholders in order that not later than 150 days after the Application Review Start Date, an Agreement is presented to the Board for final approval or action upon a request from the Applicant for an extension of the Application Review Period has been timely executed and forwarded to the

Comptroller.

12. Secure the required Certification from the Texas Comptroller's Office as a prerequisite for application approval by the Board.
13. Prepare appropriate documentation and materials, including agenda postings, to ensure a proper Public Hearing on the Application is held at which the Superintendent, the District's consultants, the Applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed Application.
14. Ensure that required conflict of interest filings are prepared and reviewed at critical stages of the application approval process by all stakeholders.
15. In conjunction with the Client's school finance consultants, prepare and have presented for Board review and adoption such findings of fact regarding the Application as are required by law.
16. Review the financial impact of any proposed agreement with the Client's Board and executive staff and with the District's school finance consultants to ensure that the full financial consequences of the agreement are understood by and acceptable to Client.
17. In accordance with Client instructions, negotiate final terms of a proposed tax limitation agreement, to include the maximum possible financial protections for the Client, and in accordance with Client directives, negotiate terms for supplemental payments as are allowed under law and consistent with Client directives, and present any recommendations concerning the negotiations to the Client.
18. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement, and secure Comptroller approval of such draft prior to final Board action.
19. Ensure that after final Board approval of any Chapter 313 agreement, fully executed copies of such agreement are distributed to all appropriate parties and stakeholders.

**III. Fees for Services under Section II:** Our firm policy is to charge its school district clients a flat fee of \$37,500.00 for all services provided to the District under Section II, above. For services under Section II, Client will be billed for services upon final Client approval of completed Chapter 313 Agreement, or in the event of withdrawal of the Chapter 313 application from Client consideration if Applicant no longer wishes to proceed with its Application.

**IV. Post Agreement Legal Services:** After the approval and execution of a Tax Limitation Agreement as contemplated by Section II, above, our firm will on an annual basis, provide Client with all legal representation necessary to:

1. Advise Client with respect to its obligations and entitlements under the Agreement.
2. Assist the appointed Third-Party under the Agreement with the performance of their duties.
3. Monitor new legal developments and ensure full Client compliance requirements imposed, from time-to-time by the Texas Comptroller's Office, the Texas Education Agency, or any State regulatory or Legislative agency, including audits by the State Auditor.
4. Represent the District with respect to all Public Information Act requests concerning the Chapter 313 Agreement or its compliance requirements.
5. Assemble draft and file all required reports to regulatory agencies.
6. Draft and present to the Board for possible adoption, including the drafting of required agenda items and supporting materials, all required post-agreement resolutions of Findings necessary to ensure ongoing compliance.
7. Advise Client and represent the District in all appeals or disputes with the Applicant.
8. Represent the District in all mediations or litigation arising out of the Agreement or its enforcement.

**V. Fees for Services under Section IV:** Billing for services performed from year-to year under Section IV, above will be limited the total fee which can be recovered to from the Applicant under the agreement, after the payment of the Third-Party's fees which will also be recoverable from the Applicant. In addition to the foregoing our firm will be entitled to retain any attorney's fees by a court of competent jurisdiction over matters involving the agreement. Client will not be responsible to the firm for payments of fees and/or expenses in excess of the amount set forth herein. By way of clarification, our annual fees will not cause the District to budget or expend any monies in excess of that recoverable from the Chapter 313 Applicant. For services billed under Section IV, in accordance with provisions contained in the Chapter 313 Agreement, Applicant will be directly billed for such services. All invoices will show, on their face the source of payments, ensuring that Client does not incur a net expense for the provision of services under Section IV.

**VI. Termination of Services**

This agreement shall continue from-year-to year, along as the Agreement executed under Section 2 remains in effect. **Client's Obligations to our firm under Sections III and V may be terminated at any time in the sole discretion of the Client.** In the event of termination by Client, our firm shall be compensated for the work performed for Client prior to the date of termination. Our firm may cancel terminate this agreement only upon ninety (90) days prior notice to client

**VII. Conflict Issues:** We have reviewed the goals that the Client wishes to achieve through this engagement and have examined our relationship with the proposed applicant. We have not detected any conflict between our firm and your interests in this engagement.

**VIII. Submission of Additional Documentation:** Contemporaneously with the submission of this Engagement Letter we are submitting the following additional documentation

- a. A completer Vendor Conflict of Interest Disclosure Form (Texas Ethics Commission Form CIQ)
- b. Completed Internal Revenue Service Form W-9

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf. We firmly believe that the experience that our legal team brings to the engagement will enable the Client to both control its legal risk, while providing the highest possible benefit for the Client and its constituents.

Sincerely,



Kevin O'Hanlon  
O'HANLON, DEMERATH & CASTILLO

AGREED TO:

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



— O'HANLON —  
DEMERATH & CASTILLO

**Attachment A**

**Compliance with House Bill 89 and Senate Bill 252**

Due to the passage of House Bill 89 and Senate Bill 252 during the 85<sup>th</sup> Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that O'Hanlon, Demerath & Castillo is in compliance with HB 89 and SB 252.

Kevin O'Hanlon  
Partner  
O'Hanlon Demerath & Castillo

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

O'Hanlon, Demerath & Castillo

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Beaumont ISD Board of Trustees and Superintendent

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

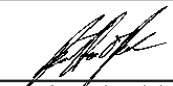
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

4/29/2022

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>O'Hanlon, Demerath &amp; Castillo, P.C.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input checked="" type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>808 West Ave</b></p> <p><b>6</b> City, state, and ZIP code  <b>Austin, Texas 78701</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	6	-	2	6	9	1	9	1	5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date ▶ <u>1/28/2020</u>
------------------	--------------------------	-------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-880381

Date Filed:  
04/29/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

O'Hanlon, Demerath & Castillo  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Beaumont Independent School District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

TBD by Comp. App. No.  
Legal Representation Agreement for District Representation for Purposes of Tax Code Chapter 313 matters concerning Application of Enterprise Products Operating LLC

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castillo, Ben	Pharr, TX United States	X	
	O'Hanlon, Kevin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Kevin O'Hanlon, and my date of birth is 5/18/1952.

My address is 808 West Avenue, Austin, Texas, 78701, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 29<sup>th</sup> day of April, 2022.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## CONSULTING AGREEMENT

By and Between the  
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
and  
**MOAK, CASEY & ASSOCIATES, INC.**

**MOAK, CASEY & ASSOCIATES, INC.** (“Consultant”), agrees to provide the services (“Services”) indicated in this consulting agreement (“Agreement”) in return for fees as enumerated below to the **BEAUMONT INDEPENDENT SCHOOL DISTRICT** (“District”), relating to an Application for Appraised Value Limitation on Qualified Property (“Value Limitation”) from **ENTERPRISE PRODUCTS OPERATING LLC** (“Company”), for a new manufacturing facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

### PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller’s Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company’s Application Prior to Submission to the Comptroller’s Office:* Consultant will assist in the review of the Company’s application, if needed, for completeness prior to submission to the Comptroller’s Office.
- 1.3. *Monitor the Comptroller’s and T.E.A.’s application review:* Consultant will assist in monitoring the Comptroller’s economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

## PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Dr. Shannon Allen, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force May 5, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

### PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$75,000 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

### PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:

Mr. Daniel T. Casey, Partner  
MOAK, CASEY & ASSOCIATES, INC.  
901 S. MoPac Expressway  
Bldg. III, Suite 310  
Austin, Texas 78746



4.2. If to District:

Dr. Shannon Allen  
Superintendent  
Beaumont ISD  
3395 Harrison Ave  
Beaumont, Texas 77706

DISTRICT:

BEAUMONT INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

Printed Name: Dr. Shannon Allen

Daniel T. Casey  
Partner

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

Date: May 5, 2022



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Moak, Casey & Associates

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

Beaumont ISD Board of Trustees and Superintendent

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

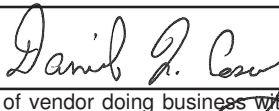
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

May 5, 2022

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2022-880439

Date Filed:  
 04/30/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Moak, Casey & Associates  
 Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Beaumont Independent School District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

TBD  
 Consulting services to assist the district in its evaluation of a Chapter 313 property value limitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Casey, Dan	Austin, TX United States	X	
	Moak, Lynn	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

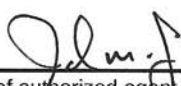
**6 UNSWORN DECLARATION**

My name is John Grey, and my date of birth is 12/13/73.

My address is 701 S. MoPac Expwy., Bldg. #11, Suite 310, Austin, TX, 78746, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 30<sup>th</sup> day of April, 2022.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Moak, Casey & Associates, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**901 S. Mopac Bldg III Ste 310**

**6** City, state, and ZIP code  
**Austin, TX 78746**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

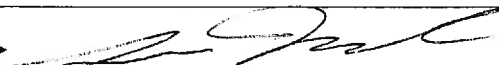
2	6	-	0	4	5	6	9	9	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ►  Date ► 2-11-19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Attachment A

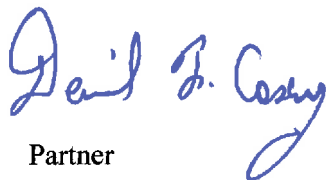
Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that Moak Casey & Associates is in compliance with HB 89 and SB 252.

A handwritten signature in blue ink that reads "David J. Casey". The signature is written in a cursive style with a large, looping initial "D".

Partner

Moak, Casey & Associates  
910 S. Mopac Expressway  
Building III, Suite 310  
Austin, Texas 78746



## Board Exhibit Cover Sheet

**Meeting Date:** May 5, 2022

**Agenda Item/Exhibit Number:** **II.H.**

**Agenda Item Title:** Approve Purchases over \$50,000.00

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Tiffany Eckenrod, Toni McPherson

**Executive Summary:** The attached list reflects the purchase over \$50,000.00.

**Recommendation:** Approve purchases in the amounts shown on attached list.

**Budget Impact\* (if applicable):** : Federal Fund: \$147,437.00

**Funding Source (if applicable):** Federal Fund

**Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):** Ch. 44.031, EDGAR

**Policy Reference (if applicable, list policy/regulation):** CH (LOCAL), CV (Legal)

**Legal Review (if necessary, list attorney and firm):** N/A

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*CFO Signature (required if there is a budget impact)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



## Federal Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
Kommercial Kitchens	Child Nutrition	New cafeteria kitchen equipment for Pathways to accommodate expansion.	Region V #20210706	\$60,883.00
CDW-G	Curriculum	Purchase of 26 interactive panels for classrooms at Smith Middle School.	OMNIA #MA3458	\$86,554.00
<b>TOTAL</b>				<b>\$147,437.00</b>

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary			
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.			
Vendor Name:	Kommerical Kitchens	Quote Total: \$ 60,883.00	This value is the pricing available at this time/ price increase in April
Summary:	(March quote was \$58533.00) vendor provided quote with preferred pieces and alternates. This vendor was the least expensive with initial quote. All vendors have an increase on these pieces.		
Vendor Name:	ISI/TriMark	Quote Total: \$ 58,980.30	
Summary:	(March quote pricing) vendor provided quote with preferred pieces and alternates. This value only includes the selected pieces.		
Vendor Name:	Warren	Quote Total: \$ 63,890.50	
Summary:	(March quote pricing) vendor provided quote with preferred pieces and alternates. This value only includes the selected pieces.		

Vendor Selected:           Kommerical Kitchens          

Selection Justification: All equipment quoted is preferred (our preference) or meets specs (alternates accepted). The selected vendor had the least expensive quote on the intial cost analysis. Large kitchen equipment has increased in price eff April 1 and there is another expected increase on June 1. This increase was announced 2-3 days before effect.

Name of Person Completing this Form: Tiffany Eckenrod Signature: [Handwritten Signature]

**NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.**

# KOMMERCIAL KITCHENS

FOOD SERVICE EQUIPMENT & SUPPLY  
**www.KommericalKitchens.com**  
**800-962-1555**

## Quote

04/12/2022

**2510 I-10**  
**Beaumont, TX 77703**

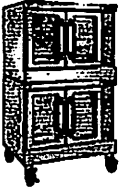
**Ph: (409) 769-1199**  
**Fax: (409) 769-8800**


**To:**  
**BEAUMONT ISD**  
**Charlotte O'Pry**  
**3395 HARRISON AVE.**  
**BEAUMONT, TX 77706-**  
**(409)617-5065**  
**(409)617-5065 (Contact)**  
**Project Code: 9517**

**Project:**  
**Beaumont ISD - Pathways**  
**Equipment**

**From:**  
**Kommerical Kitchens**  
**Jay Odom**  
**2510 IH 10**  
**Beaumont, TX 77703**  
**409-769-1199**  
**(409)769-1199 (Contact)**

COD Accounts: Special order items will require a 50% down-payment for single piece equipment orders, and a 30% down-payment for multiple piece orders.

Item	Qty	Description	Sell	Sell Total
<b>INCLUDES FREIGHT, DELIVERY AND SET-IN PLACE INSIDE THE PATHWAYS KITCHEN.</b>				
<b>INSTALLATION PRICES LISTED BELOW EACH ITEM.</b>				
1B	1 ea	<b>CONVECTION OVEN, GAS</b>  Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, 8" high legs, stainless steel front, top & sides, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®	\$9,505.00	\$9,505.00
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard		
	1 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
	2 ea	Simultaneous doors, both ovens		
	1 st	Krowne 28-260S Krowne Heavy Duty Plate Caster with Front Brake, 3-1/2" x 3-1/2" plate, 5" diameter swivel wheel with brake, grease resistant, 500 lbs per caster load capacity, raises height of equipment 6" (set of 4)	\$130.00	\$130.00
	2 ea	Krowne M7548K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 180,000 BTU/hr minimum flow capacity	\$160.00	\$320.00
	1 ea	Custom INS-DBL-CO-G INSTALLATION OF DOUBLE CONVECTION, GAS	\$860.00	\$860.00


Initial:   
 Page 1 of 4

Kommerical Kitchens

04/12/2022


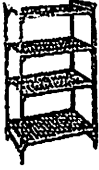
Item	Qty	Description	Sell	Sell Total
As of March 22, 2022, Kommerical Kitchens currently has (8) VC44GD double stack ovens in stock.				
			<b>ITEM TOTAL:</b>	<b>\$10,815.00</b>
2	1 ea	<b>CONVECTION STEAMER, GAS</b> Cleveland Range Model No. 24CGA10 Steamcraft® Ultra 10 Convection Steamer, pressureless, gas, 2 compartments, (5) 12 x 20 x 2 1/2 pans/compartment capacity, manual controls, 60-minute mechanical timer & manual (continuous steaming) bypass switch, left-hand hinged door, controls on right, steam shut-off switch, electronic spark ignition, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 125,000 BTU	\$21,778.00	\$21,778.00
	1 ea	1-year parts & labor warranty, standard		
	1 ea	Extended warranty, not to exceed 24 months from date of installation (for K-12 schools only)		
	1 ea	5 year pro-rated parts warranty on boilers & steam generators		
	1 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) (contact Cleveland Sales Representative for details)		
	1 ea	WBT-QTI1-CR Optipure Water Treatment System, dual-cartridge, reduces sediments over 0.5 microns, reduces chlorine, includes (1) CTOS-Q10 Catalytic Carbon Filter & (1) CTOS-QCR activated carbon filter	\$457.00	\$457.00
	1 ea	Second year limited warranty on water related parts only when purchasing a steamer and filter from Cleveland. Must include a completed Performance Start-Up (See Cleveland warranty statement for details)		
	1 ea	Natural Gas		
	1 ea	(VOS115) 120v/60/1-ph, 2.0 amps, 2-wire (DO NOT connect to GFI outlet)		
	1 ea	Krowne M7548K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 180,000 BTU/hr minimum flow capacity	\$160.00	\$160.00
	1 ea	Custom INS-DBLCON-STEAM-G INSTALLATION OF DOUBLE CONNECTED STEAMER, GAS	\$1,200.00	\$1,200.00
			<b>ITEM TOTAL:</b>	<b>\$23,595.00</b>
3	1 ea	<b>HOT WATER DISPENSER</b> Hatco Model No. AWD-12 Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, Made in USA	\$3,148.00	\$3,148.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 800-558-0607		
	1 ea	208v/60/1-ph, 5.0 kW		




Initial:   
Page 2 of 4

Kommercial Kitchens

04/12/2022

Item	Qty	Description	Sell	Sell Total
	1 ea	Standard plug NEMA 6-30P		
	1 ea	AWD-FILTER Water filtration system with 10' of 1/4" tubing & fittings	\$284.00	\$284.00
	1 ea	Custom INS-BREW Installation of hot water dispenser and filter to existing utilities.	\$230.00	\$230.00
			<b>ITEM TOTAL:</b>	<b>\$3,662.00</b>
5	1 ea	<b>TILTING SKILLET BRAISING PAN, GAS</b> Groen Model No. BPM-15GC Braising Pan, gas, 15-gallon capacity, 8" deep pan, 35" pan height, IPX6 water rated electronic Classic controls, manual tilt, standard etch marks, faucet bracket, round tubular open leg base, stainless steel construction, bullet feet, electric spark ignition, 65,000 BTU/hr, cCSAus, NSF, IPX6, Made in USA	\$19,202.00	\$19,202.00
				
	1 ea	(K-12 School purchases only) Two year parts and labor warranty		
	1 ea	Start-up Program, included at customer's request (See start-up request form document)		
	1 ea	115v/60/1-ph, 5.0 amps, standard		
	1 ea	Natural gas		
	1 ea	ELEVO-2000 For elevation between 0 and 2000 (When order is placed, all equipment with elevation specified will be assigned a different Part# by the factory)		
	1 ea	Krowne M5048K Royal Series Moveable Gas Connection Kit, 1/2" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 68,000 BTU/hr minimum flow capacity	\$126.00	\$126.00
	1 ea	Custom INS-BP-G INSTALLATION OF BRAISING PAN, GAS	\$600.00	\$600.00
			<b>ITEM TOTAL:</b>	<b>\$19,928.00</b>
6	2 ea	<b>SHELVING UNIT, PLASTIC WITH POLY EXTERIOR STEEL POSTS</b> Cambro Model No. CPU187272V4PKG Camshelving® Premium Starter Unit, 18"W x 72"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard™ antimicrobial protection, (2) unassembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF	\$616.00	\$1,232.00
				
	2 ea	CPDS18H6480 Camshelving® Premium Dunnage Support, 18"D x 7-1/2"H, low, recommended for units 54" or longer with weight loads over 600 lbs., speckled gray, NSF	\$49.00	\$98.00
	2 ea	CPA186072V4480 Camshelving® Premium Add-On Unit, 18"W x 60"L x 72"H, 4-tier, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard™ antimicrobial protection, (1) pre-assembled post kit (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF	\$475.00	\$950.00
	2 ea	CPDS18H6480 Camshelving® Premium Dunnage Support, 18"D x 7-1/2"H, low, recommended for units 54" or longer with weight loads over 600 lbs., speckled gray, NSF	\$49.00	\$98.00
	1 ea	DRS360480 S-Series Dunnage Rack, slotted top, 1500 lb. load capacity,	\$167.00	<del>\$167.00</del>

Initial:   
Page 3 of 4

Item	Qty	Description	Sell	Sell Total
		21"D x 36"W x 12"H, polypropylene, one-piece, seamless double wall construction, includes (1) Camlink®, 4" square legs, speckled gray, NSF The shelving listed will cover both sides of the walk-in freezer, with a dunnage rack to be placed on the back wall under the evaporator.		
			<b>ITEM TOTAL:</b>	<b>\$2,545.00</b>
7	1 ea	<b>MICROWAVE OVEN</b> ACP Model No. RMS10DSA Amana® Commercial Microwave Oven, 0.8 cu. ft. capacity, 1000 watts, low volume, single stage cooking, (1) power level, lighted control dial, 6-minute max cooking time, interlock safety switch, audible end of cycle signal, side hinged door with tempered glass, LED lighted interior, stainless steel interior & exterior, 120v/60/1-ph, 13.0 amps, 15 MCA, 1500 watts (total), cord, NEMA 5-15P, cETLus, ETL-Sanitation 1 ea 3-year limited warranty (1 year full)	\$338.00	\$338.00
			<b>ITEM TOTAL:</b>	<b>\$338.00</b>
			Subtotal	\$60,883.00
			Total	\$60,883.00

Prices Good Until: 05/31/2022

By signing below customer agrees to all items as quoted above. This includes all utilities and sizes of equipment. Kommerical Kitchens will not be responsible for incorrect utilities, sizing issues, code violations, or operational flow. Customer is to initial each page, sign, and date at the bottom of the page to process order. Customer must also sign any related shop drawings. If customer is unable for any reason to accept delivery of the equipment after being notified by Kommerical Kitchens that the equipment is ready to be delivered, then customer agrees to pay Kommerical Kitchens such reasonable storage, transportation, handling and related fees and expenses, in addition to the Project Grand total, for Kommerical Kitchens to hold the equipment for customer until customer is ready to take delivery.

TACLA00110307E

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Acceptance:  Date: 4.12.2022  
 Printed Name: Tiffany Eckelrod  
 Project Grand Total: \$60,883.00

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

### Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	CDWG	Quote Total:	\$86,554.00
Summary:	Purchase of 26 Newline 65" interactive panels with onboard computer and mobile stand.		
Vendor Name:	Touchboards	Quote Total:	\$ 106,200.00
Summary:	Purchase of 26 Newline 65" interactive panels with onboard computer and mobile stand.		
Vendor Name:	Camcor	Quote Total:	\$ 111,514.00
Summary:	Purchase of 26 Newline 65" interactive panels with onboard computer and mobile stand.		

Vendor Selected: CDWG

Selection Justification: CDWG is the lowest quote and continues to provide the district with excellent service

Name of Person Completing this Form: Beau W. Carroll

Signature: 

**NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.**

# QUOTE CONFIRMATION



DEAR MEGAN DELONEY,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSTD779	5/2/2022	NEWLINE PANELS	0792983	\$86,554.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">NEWLINE 65" RS BUN W MBL STD&amp;IS OPS</a> Mfg. Part#: EPR8A65CRB-BDL2 65" Interactive Flat Panel OPS Mobile Stand 7 year advance replacement warranty included Contract: TIPS Technology Solutions Products and Services (200105)	26	6583576	\$2,960.00	\$76,960.00
<a href="#">AVBUNDLE-PERUNIT(10UNITMIN)</a> Mfg. Part#: EBR-33713-1 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	26	6582559	\$369.00	\$9,594.00

PURCHASER BILLING INFO	SUBTOTAL	\$86,554.00
<b>Billing Address:</b> BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 <b>Phone:</b> (409) 617-5072 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$86,554.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> BEAUMONT ISD 1650 CALDWELL AVE BEAUMONT, TX 77703-5111 <b>Shipping Method:</b> DROP SHIP-COMMON CARRIER	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	CDW Account Team - Mike and Matt	(866) 229-6142	mikeandmatt@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$86,554.00	\$2,320.51/Month	\$86,554.00	\$2,680.58/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?