

Regular, 9/12/2023 10:30:00 AM

BE IT REMEMBERED that on September 12, 2023, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

When the following proceedings were had and orders made, to-wit:

*Notice of Meeting and Agenda
September 12, 2023*

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
September 12, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th** day of **September 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:30 am - Workshop to discuss utilizing Local Assistance and Tribal Consistency Funds (LATCF) received from the US Treasury

9:45 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Notice of Meeting and Agenda
September 12, 2023

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

Notice of Meeting and Agenda
September 12, 2023

PURCHASING:

- (a). Consider and approve, execute, receive and file renewal for (IFB 19-041/YS), Term Contract for Hydrated Lime for Jefferson County for a fourth and final one (1) year renewal with Lhoist North America from September 12, 2023 to September 11, 2024 with price increase due to operational costs as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 10 - 12

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file renewal for (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Services for Jefferson County for a first one (1) year renewal with Republic Services of Beaumont from October 3, 2023 to October 2, 2024.

SEE ATTACHMENTS ON PAGES 13 - 13

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (IFB 23-031/MR) Sale of Vacant Land Located on Viterbo Road in Jefferson County. This amendment will extend the closing date an additional 90 days to close by December 23, 2023 with Bria Investments, LLC.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 23-062/MR) with LJA Engineering, Inc. for Environmental Consulting Services for the continued implementation of Jefferson County's Stormwater Management Program for the period of October 1, 2023 through September 30, 2024, for an estimated cost of \$18,000.00, which will not be exceeded without prior approval.

*Notice of Meeting and Agenda
September 12, 2023*

SEE ATTACHMENTS ON PAGES 15 - 20

Motion by: Sinegal
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (e). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 23-064/MR) with LJA Engineering, Inc. for the continued implementation of Jefferson County's Pesticide General Permit for the period of October 1, 2023 through September 30, 2024 for an estimated cost of \$9,800.00, which will not be exceeded without prior approval.

SEE ATTACHMENTS ON PAGES 21 - 26

Motion by: Sinegal
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– Road & Bridge Pct. 3 – additional cost for tires and equipment.

SEE ATTACHMENTS ON PAGES 27 - 31

113-0305-431-3083	TIRES AND TUBES	\$915.00	
113-0305-431-3084	MINOR EQUIPMENT	\$1,673.00	
113-0302-431-1005	EXTRA HELP		\$2,588.00

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (b). Consider and approve budget transfer– Jail – additional cost for electricity.

SEE ATTACHMENTS ON PAGES 32 - 32

120-3062-423-4056	ELECTRICITY	\$70,000.00	
120-3062-423-5077	CONTRACTUAL SERVICE		\$70,000.00

*Notice of Meeting and Agenda
September 12, 2023*

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (c).Receive and file subrecipient for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Nutrition & Services for Seniors.

SEE ATTACHMENTS ON PAGES 33 - 42

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (d).Regular County Bills – check #509825 through check #509977.

SEE ATTACHMENTS ON PAGES 43 - 49

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, and authorize the County Judge to execute an Antiquities Permit Application Form Archeology for the Katy Connector Pipeline at Alligator Marsh, 636.

SEE ATTACHMENTS ON PAGES 50 - 53

Motion by: Branick
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Consider and possibly a resolution to nominate a new director to the Jefferson Central Appraisal District for the 2024 term to replace Allison Getz, pursuant to Property Tax Code Sec. 6.03(I)

SEE ATTACHMENTS ON PAGES 54 - 54

Motion by: Branick
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (c). Consider and possibly approve a Resolution to cast votes in the Election of the Board of Directors of the Jefferson County Central Appraisal District for the 2024 term pursuant to Property Tax Code Sec. 6.03(I).

SEE ATTACHMENTS ON PAGES 55 - 55

Motion by: Branick
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

ADDENDUMS:

- (d). Consider, possibly approve and authorize the County Judge to execute Amendment No. 3 to GLO Contract No. 20-065-121-C408.

SEE ATTACHMENTS ON PAGES 56 - 67

Motion by: Branick
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly a Replat of Lots 19 - 22 Dunn Subdivision, Recorded in C.C.F. # 2022023037, in the O.P.R.J.C., into Lots 19A, 19B, 20A, 21A and 22A. Part of the Ramsey H. Parker Survey, Section no. 158, Abstract No. 651, Jefferson County Texas. Property is located off of Englin Road and Todd Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 68 - 68

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (b). Consider and possibly a Replat of Lot 34 Block 2 Garden Villas Addition, Volume 7 Page 20 Map Records, into Lot 34-A and Lot 34-B, part of the A. Savery League, Jefferson County, Texas. This property is located on Shady Lane in Precinct #1. It is in the City of Beaumont ETJ and has met all of Jefferson County and the City of Beaumont platting requirements.

SEE ATTACHMENTS ON PAGES 69 - 69

Notice of Meeting and Agenda
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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

- (c). Consider and possibly approve, receive and file the removal of a portion of Spindletop Road and associated Right-of-Way from the County Road System to include the south half of the right-of-way beginning from the intersection of South Martin Luther King Jr. Parkway bearing west to the eastern boundary of Lower Neches Valley Authority Canal. The Right-of-Way has been annexed by the City of Beaumont into their municipal boundary limits. The length of the southern half of Spindletop Road annexed into the City of Beaumont is approximately 2,579 lineal feet and is located in Precinct No. 4.

SEE ATTACHMENTS ON PAGES 70 - 79

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community
interest without taking action.**

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
September 12, 2023

Regular, September 12, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 12, 2023.

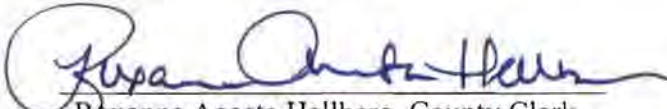
CONTRACT RENEWAL FOR IFB 19-041/YS TERM CONTRACT FOR HYDRATED LIME FOR JEFFERSON COUNTY


The County entered into a contract with Lhoist North America for one (1) year, from September 16, 2019 to September 15, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from September 12, 2023 to September 11, 2024.

ATTEST:


JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Lhoist North America


(Name)
Jason Wright



September 1, 2023

Via E-Mail: mistey.reeves@jeffcotx.us
Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas

Re: Price Change

Dear Mistey:

As you are aware, we are all facing unprecedented inflation costs through the course of 2023. While Lhoist North America ("Lhoist") has taken strong measures to mitigate cost increases through its operational and procurement excellence programs, those measures are not sufficient to keep pace in the current inflationary and demand environment.

We must address these costs so that we can continue to satisfy the lime requirements for the current market demands, therefore Lhoist has implemented a price increase. Freight and FSC will still be applied in accordance with policies at the time of delivery.

We appreciate your business and the continued confidence you have placed in Lhoist for your lime needs. We look forward to supplying those needs in the months and years to come.

Sincerely,

Jason Wright
Sales Manager, Houston



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 19-041/YS

Term Contract for Hydrated Lime for Jefferson County

Awarded: September 16, 2019

Current Pricing

Renewal 1: 9/15/2020 – 9/14/2021

Renewal 2: 9/14/2021 – 9/13/2022

Renewal 3: 9/13/2022 – 9/12/2023

Updated 8/30/2022

		Lhoist North America
Item	Description	Price per ton FOB delivered various locations in Jefferson County
1	264.2 Type A Hydrated Lime	No Bid
2	264.2 Type B Commercial Lime Slurry	\$175.00 \$295.00 \$330.00/ton
3	264.2 Type C Quicklime Grade DS	No Bid
4	264.2 Type D Quicklime Grade S	No Bid

\$0.75 per ton of lime fuel surcharge for every \$0.20 increase in diesel fuel price above \$2.50 per gallon

Lhoist North America
 801 North 16th Street
 LaPorte TX 77571
 attn: Chrystal Sulak
chrystal.sulak@lhoist.com
 ph: 281-471-4500

**CONTRACT RENEWAL FOR IFB 22-046/MR
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE
CONTAINER SERVICE FOR JEFFERSON COUNTY**

The County entered into a contract with Republic Services of Beaumont for one (1) year, from October 4, 2022 to October 3, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 3, 2023 to October 2, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Republic Services of Beaumont



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

AMENDMENT I TO CONTRACT

August 31, 2023

Brai Investments, LLC
Atten: Mr. Theron Tate
8937 5th Street
Beaumont, TX 77705

Dear Mr. Tate:

This letter will serve as Amendment I (one) to contract IFB 23-031/MR, Sale of Vacant Land Located on Viterbo Road in Jefferson County.

Amendment I (one) will extend the closing date an additional 90 days to close by December 23, 2023.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (mistey.reeves@jeffcotx.us).

Bria Investments, LLC

8/31/23

Date

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Roxanne Acosta Hellberg
County Clerk, Jefferson County

Date



PROPOSAL

August 24, 2023

Michelle Falgout, P.E.
County Engineer
Jefferson County Texas
1149 Pearl Street
Beaumont, Texas 77701

Re: Environmental Consulting Services
Stormwater Management Program Implementation: Oct. 1, 2023 – Sept. 30, 2024
LJA Proposal No. 23-21902

Ms. Falgout:

Submitted for your review is an outline of proposed services for the continued implementation of Jefferson County's Stormwater Management Program in compliance with the permit regulations established in TPDES General Permit No. TXR040000. We propose the following services and corresponding fees in accordance with the attached Professional Services Agreement.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$18,000.00**. These costs will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

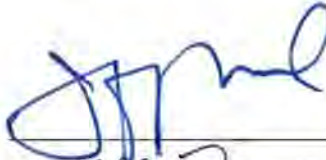
If this proposal meets with your approval, your signature below and on the attached agreement will be sufficient authorization to commence the stated work. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

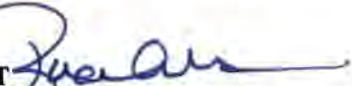
**APPROVED BY:
JEFFERSON COUNTY**



John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: 409.833.3363
Direct: 409.554.8980
Email: jconcienne@lja.com

By: 
Name: Jeff Branick
Title: County Judge
Date: September 12, 2023



ATTEST 
DATE 9-12-23

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on August 24, 2023 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

By: 

Printed Name: Jeff Branick

Title: County Judge

Effective Date: September 12, 2023

Attachments:

A – Standard Terms and Conditions

B – Standard Rate Schedule

ATTEST
DATE 9-12-23

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: 

Printed Name: John Conciencie, CPESC

Title: Vice President



ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which

by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or

alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk.

11. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

12. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

13. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

14. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

15. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall be controlled by Texas Law.

16. DISPUTE RESOLUTION The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree that either party may initiate litigation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

17. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing.

18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

19. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Jefferson County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver. CUSTOM



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

STORMWATER DIVISION RATE SCHEDULE

Labor Classification	Hourly Rate
Vice President	\$205.00
Project Manager	\$145.00
Assistant Project Manager	\$135.00
Senior Environmental Scientist	\$190.00
Environmental Scientist II	\$115.00
Environmental Scientist I	\$105.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.



2615 Calder Avenue, Suite 500, Beaufort, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

Jefferson County Stormwater Quality Coalition
 Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7
Estimated Budget for Permit Term 4

Key Implementation Tasks by MCM	Implementation Cycle 1 (FY 2024)
1.0 Public Education, Outreach, and Involvement	
Development of Public Education Materials	
Annual SWMP Review	
Development and Maintenance of Stormwater Website	
Reproduction Costs for Flyers/Brochures	\$16,000.00
Conduct Public Involvement Sessions	
SWMP Committee Meetings	
Record Maintenance/Data Entry	
2.0 Illicit Discharge Detection and Elimination	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
Outfall Inspections/Mapping	
Maintain/Update Outfall Inventory Map	
Record Maintenance/Data Entry	\$17,500.00
3.0 Construction Site Stormwater Runoff Control	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
TCEQ Complaint Referral Assistance	
NOI Inventory Tracking	
Construction Plan Review Assistance	
Construction Site Inspections	
Record Maintenance/Data Entry	\$22,000.00
4.0 Post-Construction Stormwater Management	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
Inspection of Post-Construction Controls	
TCEQ Complaint Referral Assistance	
Record Maintenance/Data Entry	
5.0 Good Housekeeping for Municipal Operations	
Employee Training Programs	
Municipal Facility Inspections	
Pollution Prevention Plan Annual Review/Updates	
SOP Annual Review	
Maintain/Update MS4 Facility Inventory	
Record Maintenance/Data Entry	\$15,000.00
Additional Services	
Stakeholder Representation	
Annual Impaired Water Bodies Review	
Permit Renewal Tasks	\$27,500.00
Development/Submittal of Annual Reports	
Total Annual Cost for Combined Activities	\$108,000.00
Annual Cost Per Entity (based on 6 coalition members)	\$18,000.00

*All scope items listed will be implemented in accordance with the measurable goals established in the Stormwater Management Program. (Each implementation cycle will run from October 1st - September 30th)

PROPOSAL

September 5, 2023

Denise Wheeler
Director
Jefferson County Mosquito Control
8905 First Street
Beaumont, Texas 77705

Re: Environmental Consulting Services
Pesticide General Permit Implementation FY 2024 (October 1, 2023 – September 30, 2024)
LJA Proposal No. 23-22422

Ms. Wheeler,

Submitted for your review is an outline of proposed services for the continued implementation of Jefferson County's Pesticide General Permit for FY 2024 (October 1, 2023 – September 30, 2024). We propose the following services and corresponding fees.

Scope of Work and Deliverables:

- Update pesticide/herbicide application map and inventory
- Conduct annual update of integrated pest management
- Develop/Review pesticide discharge management plan
- Development of annual report

Costs for this project will be billed on a time and materials basis with an estimated cost of \$9,200.00. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

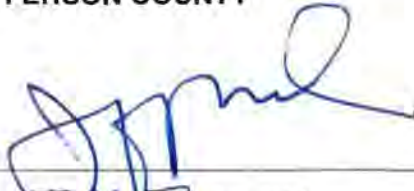
If this proposal meets with your approval, your signature below and on the attached agreement will be sufficient authorization to commence the stated work. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

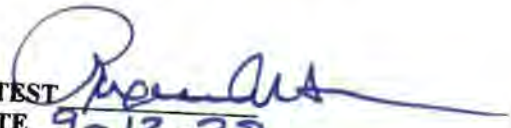


John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: 409.833.3363
Direct: 409.554.8980
Email: jconcienne@lja.com

**APPROVED BY:
JEFFERSON COUNTY**

By: 
Name: Jeff Branick
Title: County Judge
Date: September 12, 2023



ATTEST 
DATE 9-12-23



3600 W Sam Houston Pkwy S. Suite 600, Houston, Texas 77042
t 7139535200 LJA.com TBPE F-1386 TBPLS 10110501

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 5, 2023 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"
JEFFERSON COUNTY**

By: [Signature]

Printed Name: Jeff Branick

Title: County Judge

Effective Date: September 12, 2023

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

**APPROVED FOR "LJA"
LJA ENGINEERING, INC.**

By: [Signature]

Printed Name: John Conciencie, CPESC

Title: Vice President

ATTEST [Signature]
DATE 9-12-23



ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which

by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or

alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk.

11. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

12. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

13. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

14. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

15. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall be controlled by Texas Law.

16. DISPUTE RESOLUTION The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree that either party may initiate litigation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

17. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing.

18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

19. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Jefferson County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver CUSTOM



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

STORMWATER DIVISION RATE SCHEDULE

Labor Classification	Hourly Rate
Vice President	\$205.00
Project Manager	\$145.00
Assistant Project Manager	\$135.00
Senior Environmental Scientist	\$190.00
Environmental Scientist II	\$115.00
Environmental Scientist I	\$105.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 4098333363 f 4098330317 LJA.com TBPE F-1386 TBPLS 10105600

Pesticide General Permit Term 3

Scope of Services and Estimated Budget

Jefferson County, Orange County, and Chambers County

Implementation Tasks	Fiscal Year 2024
Pesticide Discharge Management Plan Map & Inventory	
Review/Update Pest Management Areas and Treatment Area Maps	\$6,000.00
Update Inventory of Current Pesticides/Herbicides and Alternatives	
Record Maintenance/Data Entry	
Pesticide Discharge Management Plan Updates/Development	
Final PDMP Updates	\$5,600.00
Record Maintenance/Data Entry	
Field Procedures and Documents	
Facility Inspections	\$6,200.00
Update Equipment Calibration Procedures	
Update Inspection Guidance and Forms	
Update Adverse Incident Reporting Guidance and Forms	
Update Corrective Actions Guidance	
Record Maintenance/Data Entry	
Additional Services	
Stakeholder Representation	\$9,800.00
Annual Report Development	
Total Estimated Budget	\$27,600.00
Cost Per Entity (based on 3 entities)	\$9,200.00

*Service Period: October 1, 2023 - September 30, 2024

**Jefferson County
Precinct #3**

Memo

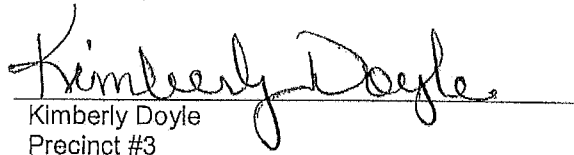
To: Fran Lee
From: Kimberly Doyle
CC: Jeffery Collins
Date: September 5, 2023
Re: Budget Transfer

Please transfer \$2,588.00 from Account#113-0302-431-1005 Extra help
and put it in 113-0305-431-3083 Tire's and Tubes Southern Tire Mart
420.00 Plus On Time Tire \$495.00
Totaling \$915.00

Then Brigg Equipment \$1672.01 and put it in Acct. 113-0305-431-3084
Minor Equipment

If you have any questions please give me a call (409) 736-2851

Thank You


Kimberly Doyle
Precinct #3



EQUIPMENT

SERVICE INVOICE PROPOSAL

PAGE 1 OF 2

INVOICE #

SERVICE CALL ID SC-3299265

INVOICE DATE 8/31/2023

ANY PROBLEMS CALL Orange, TX (409) 840-4463

ORDER TYPE: SERVICE

S C2102496
 O JEFFERSON COUNTY AUDITORS OFFICE
 L 1149 Pearl St
 D FI 7
 T Beaumont, TX 77701-3638
 O USA

S C2102497
 H ST: JEFFERSON COUNTY
 I ROAD & BRIDGE PRECINCT #3
 P SERVICE CENTER
 E 5700 JADE AVE
 D PORT ARTHUR, TX 77640
 T USA
 O

F.O.B.:

TERMS: Net 30 Days

DUE BY: 9/30/2023

CUSTOMER ORDER NO.		SERVICE COMPLETED	VIA		
		2/7/2023	BE TRUCK		
QUANT. ORDERED	QUANT. SHIPPED	ITEM NUMBER	DESCRIPTION	PRICE EACH	TOTAL
			Unit #: EQ174826-1 Make: YALE Model: GDP050VXNKAE084 Serial #: D875V10914S Meter: 123 Cust EQ #: Codes Codes [2/16/2023 2:32:45 PM] 003890 Drove to customer location Instead unit for repair Observed no start [2/16/2023 2:33:26 PM] 003890 Tested batteries Tested bad Drove to shop for part Removed and replaced battery [2/28/2023 2:15:57 PM] 003890 Travel to customer location Located faulty connection at pdm Repaired connection [7/17/2023 3:37:03 PM] 008510		
1		150105670YALE	BATTERY - MT24	237.21	237.21
1		582044108YALE	STARTER	647.05	647.05
1		580065002YALE	HORN BUTTON *A	78.97	78.97
1		LABOR FLAT RATE	LABOR FLAT RATE	636.00	636.00

Continued on next page



SERVICE INVOICE PROPOSAL

PAGE 2 OF 2

INVOICE #

SERVICE CALL ID SC-3299265

INVOICE DATE 8/31/2023

ANY PROBLEMS CALL Orange, TX (409) 840-4463

ORDER TYPE: SERVICE

SOLD TO
C2102496
JEFFERSON COUNTY AUDITORS OFFICE

SHIPPED TO
C2102497
ST: JEFFERSON COUNTY

F.O.B.:

TERMS: Net 30 Days

DUE BY: 9/30/2023

CUSTOMER ORDER NO.		SERVICE COMPLETED	VIA		
QUANT. ORDERED	QUANT. SHIPPED	ITEM NUMBER	DESCRIPTION	PRICE EACH	TOTAL
			2/7/2023	BE TRUCK	
1			Parts Freight	40.00	40.00

SALESPERSON

TOTAL MATERIAL 1,003.23
 TOTAL LABOR 636.00
 SUB-TOTAL 1,639.23
 SALES TAX 0.00
INVOICE TOTAL \$1,639.23
AFTER 9/30/2023 PLEASE PAY \$1,672.01

Unless otherwise prohibited by applicable law, payments by credit card will be charged a 1.5% convenience fee. This fee will not apply in Florida and Texas.
 This convenience fee will not apply to debit or pre-paid cards

The Limited Warranty disclaimer applicable to this invoice is posted at the below website: <https://www.briggsequipment.us/applicablelimitedwarranty/>

BY THE ACCEPTANCE OF THE ABOVE MERCHANDISE, BUYER AGREES TO MAKE ALL PAYMENTS TO BRIGGS EQUIPMENT IN DALLAS, DALLAS COUNTY, TEXAS, NO MERCHANDISE MAY BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL, RETURN SUBJECT TO 20% HANDLING CHARGE PLUS APPLICABLE FREIGHT CHARGES.

ORIGINAL INVOICE

SELLER REPRESENTS THAT, WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.



ON TIME TIRE, LLC.
We'll Get you Rollin'.

Invoice No. 3045

P.O. Box 20929
Beaumont, Tx 77720
(409) 659-9550

Date: 08/17/2023 Call In: 121 Finish 121
Customer Name: Tennett Service Center #3
Phone: 713
Job Site: Harshon Tennett Service Center P.O. No:

Cash Charge
 DD Check

Invoice No: _____
P.O. No: _____

Service Call:	Quantity	Unit Price
<input checked="" type="checkbox"/> Day <input type="checkbox"/> Night/After Hours <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday		
Service Performed: <input type="checkbox"/> Drive Up <input checked="" type="checkbox"/> Road Service <input checked="" type="checkbox"/> Customer's Yard		
Service Charge	2	\$ 85.00
Mileage \$1 /mile		\$
Dismounts <u>184-30</u>	2	\$ 200.00
Mounts		\$
Flat Repairs		\$
Switches		\$
Fuel Surcharge (s)	2	\$ 50.00
Battery Boost <u>water fill</u>	1	\$ 40.00
<input type="checkbox"/> Unlock (not responsible for any scratches or etc....)		

Remarks:

Dismounted and mounted tire off of wheel, drained water out of tire, put new inner tube in tire and water filled flat back.

Off Tire(s) Junk Kept By OTT: Taken By Driver:

Unit No: _____
Tag No: _____ Trailer: _____ State: _____

18.4-30 inner tube

Off Tire (s) Kept By OTT: Taken By Driver:

Unit A19 New Used (NO Guarantee) Recap Flat Repair

Tag: _____ Trailer No: _____
State: _____
Odometer Reading: 22543 hours
DOT Nos. On: _____
DOT Nos. Off: _____

Merchandise Delivered	Product No.	Quantity	Unit Price	Other Items	Quantity	Unit Price
	RECEIVED		\$	Valve Stem		\$
			\$	Tube	1	\$ 200
	AUG 17 2023		\$	Disposal Fee		\$
<u>N/A</u>			\$	Patch		\$
BY: <u>R&B.#3</u>			\$	FET		\$
			\$	CC Fee	5%	\$
			\$	Tax 8.25%		\$

Total \$ 715.00

CUSTOMERS ARE RESPONSIBLE FOR RETORQUING LUG NUTS 50-100 MILES AFTER EACH SERVICE 121 Initial

Print Customer Name: _____ Customer Signature: _____
Service Tech: [Signature]

Disclaimer: On Time Tire, LLC is not responsible for any scratches, nicks, chips or bends on rims due to we use metal tire irons to dismount and mount tires while fixing flats.

Thank You



Southern Tire Mart

INVOICE #	4580144481
-----------	------------

BEAUMONT #458
SOUTHERN TIRE MART
1555 W CARDINAL DR
BEAUMONT, TX 77705

PAGE: 1
TIME STARTED: 07:25:56

409/813-8400

CUSTOMER: JEFFERSON COUNTY PCT 3
0121470 ATTN AUDITORS OFFICE
1149 PEARL ST 7TH FLOOR
BEAUMONT TX 77701

SHIP TO: DRIVER: DARREN BERTRAND
WPOS: RRO
BUBBA (409) 718-5358

BUSINESS: 409/835-8593

0 PO NUMBER: F97619

SALESMAN: 00582

VEHICLE: 2018 FORD F750 SUPER DUTY
LICENSE: 1382611 TX MILEAGE: 23449
COLOR: WHITE
VIN: 1FDXF7DE0JDF02007
Fleet ID C23
DUE: 09/30/23

INVOICE DATE: 08/31/23

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
11R22.5/16 FD663 OSD F211206		1	355.00	29.39	384.39
TIRE CHANGE MED TRUCK 120	99333	1	45.00		45.00
VALVE STEM, STEEL, MEDIUM TRUCK 250	99333	1	10.00		10.00
FEE, TIRE DISPOSAL, MEDIUM TRUCK 210		1	10.00		10.00
FETFGOV FIRESTONE FETFGOV		-1.00	29.39		-29.39
				MERCHANDISE:	365.00
				LABOR:	45.00
				OTHER:	19.39-
				F.E.T.:	29.39
				INVOICE TOTAL:	420.00
				ON ACCOUNT A/R	420.00

PULLED BY: _____ SCANNED BY: _____ RECEIVED BY: _____ RETURNED BY: _____
Thank you, have a nice day! (=)
Sig file name SG4580144481_857599.tif

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

**IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED
AFTER 25 TO 100 MILES OF OPERATION**

**JEFFERSON COUNTY SHERIFF'S OFFICE**³²

SHERIFF ZENA STEPHENS

TO: Fran Lee
Jefferson County Auditor's Office

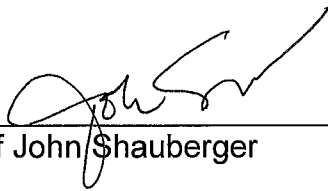
FROM: Chief John Shauburger
Jefferson County Correctional Facility

RE: Transfer of Funds

DATE: September 5, 2023

Please transfer \$70,000.00 from Account #120-3062-423-5077 (Contractual Services) to Account #120-3062-423-4056 (Electricity).

Thank you in advance for your assistance.



Chief John Shauburger

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Nutrition Services for Seniors (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 175,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Nutrition & Services for Seniors
 Janci Kimball, CEO
 4590 Concord Road
 Beaumont, TX 77703

jkimball@seniormeals.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS



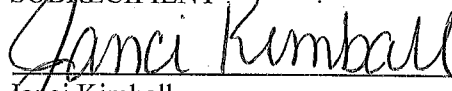
Jeff Branick
County Judge
Jefferson County, Texas

8-15-2023

Date



SUBRECIPIENT

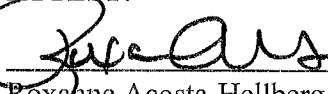


Janci Kimball
CEO
Nutrition & Services for Seniors

8/25/2023

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

8-10-2023

Date

ATTEST:



Stacey Olson
Director of Finance & Development
Nutrition & Services for Seniors

8-29-23

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Nutrition & Services for Seniors

Subrecipient Mailing Address

4590 Concord Road
Beaumont, TX 77703

Subrecipient Primary Contact

Name: Janci Kimball

Title: CEO

Email: jkimball@seniormeals.org

Phone #: (409) 892-4455

Subrecipient Secondary Contact

Name: Stacey Olson

Title: Director of Finance & Development

Email: solson@seniormeals.org

Phone #: 409-892-4455

Subrecipient Unique Entity Identifier

SKHHFJW21FD3

SLFRF Subaward Amount

\$ 175,000.00

Project Name

Repair and expansion of facility parking lot

Project Physical Address

4590 Concord Road
Beaumont, TX 77703

Project Description

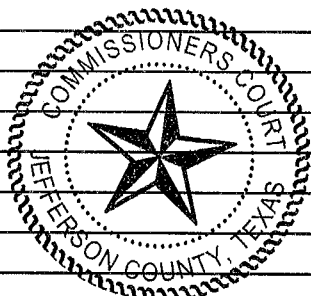
The project includes removal of est. 1,370 sf damaged concrete paving and grass area, preparation of additional est 6,840s f of grass area,

Project Goals / Intended Outcomes

Decrease vehicle damage and maintenance costs, provide sufficient parking for congregate diners, fleet vehicles and staff parking as well as improve traffic flow, safety and resiliency as well as allow for additional growth of services.

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Site Inspection
3. Permitting and Fees
4. Site Work
5. Construction
6. Final inspection
- 7.
- 8.
- 9.
- 10.



ATTEST
 DATE 8-16-2023

Jefferson County Approval & Date

[Handwritten Signature]

Subrecipient Signature & Date

Janci Kimball
 8/25/2023

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
ALISA RAUMAKER, CSR	530.00	509827	
DAWN DONUTS	87.00	509928	
CHAPMAN VENDING	219.59	509952	836.59**
ROAD & BRIDGE PCT.#1			
ODP BUSINESS SOLUTIONS, LLC	192.96	509961	192.96**
ROAD & BRIDGE PCT.#2			
ENTERGY	1,144.26	509845	1,144.26**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	145.00	509829	
FARM & HOME SUPPLY	85.88	509838	
ENTERGY	539.64	509845	
SEABREEZE CULVERT, INC.	624.00	509866	
WINDSTREAM	48.49	509901	
ODP BUSINESS SOLUTIONS, LLC	403.91	509961	1,846.92**
ROAD & BRIDGE PCT.#4			
ENTERGY	21.94	509845	
W. JEFFERSON COUNTY M.W.D.	98.88	509874	
UNITED STATES POSTAL SERVICE	5.49	509881	
4IMPRINT, INC.	808.74	509888	935.05**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	66.31	509834	
W. JEFFERSON COUNTY M.W.D.	28.77	509874	95.08**
GENERAL FUND			
TAX OFFICE			
AT&T	144.87	509869	
UNITED STATES POSTAL SERVICE	315.10	509881	
UNITED STATES POSTAL SERVICE	27.48	509882	487.45*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	755.00	509859	
PINNACLE MEDICAL MANAGEMENT CORP	905.00	509861	
PRE CHECK, INC.	214.94	509878	
UNITED STATES POSTAL SERVICE	3.22	509881	
SIERRA SPRING WATER CO. - BT	33.48	509884	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	433.00	509931	
MCKENNA BAKER	99.16	509959	2,443.80*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	509868	
UNITED STATES POSTAL SERVICE	16.77	509881	
ODP BUSINESS SOLUTIONS, LLC	493.09	509961	544.81*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	275.32	509881	
UNITED STATES POSTAL SERVICE	87.45	509882	
SIERRA SPRING WATER CO. - BT	82.94	509883	
ODP BUSINESS SOLUTIONS, LLC	709.23	509961	1,154.94*
COUNTY JUDGE			
LAW OFFICE OF J SCOTT FREDERICK	500.00	509923	500.00*
RISK MANAGEMENT			
TEXAS PRIMA	400.00	509904	400.00*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO. 44	TOTAL
UNITED STATES POSTAL SERVICE	162.17	509881	
ODP BUSINESS SOLUTIONS, LLC	901.14	509961	1,063.31*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	100.19	509881	100.19*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	509826	
JEFFERSON CTY. APPRAISAL DISTRICT	199,856.54	509852	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	509871	
VERIZON WIRELESS	303.96	509879	
K2 TOWERS III, LLC	2,435.00	509955	
CHARTER COMMUNICATIONS	1,260.70	509957	206,581.20*
DATA PROCESSING			
ODP BUSINESS SOLUTIONS, LLC	22.99	509961	22.99*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	245.80	509881	245.80*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	3.99	509883	3.99*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	130.00	509853	
RELIABLE COURT REPORTING	200.00	509862	
UNITED STATES POSTAL SERVICE	71.25	509881	
MCM ELEGANTE HOTEL	589.62	509899	
TATIANA ZELEZNIAK	2,404.53	509927	
ODP BUSINESS SOLUTIONS, LLC	167.98	509961	
AMAZON CAPITAL SERVICES	87.52	509964	
CAITLIN PHELAN	500.00	509976	
DANIEL BOYD	545.00	509977	4,695.90*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	449.73	509881	449.73*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.30	509881	4.30*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	30.97	509881	30.97*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	30.79	509881	
Laurie Perozzo	1,700.00	509906	1,730.79*
279TH DISTRICT COURT			
LANGSTON ADAMS	1,050.00	509892	
LINDSEY SCOTT	110.00	509925	
THE PARDUE LAW FIRM, PLLC	3,212.00	509947	
SHELANDER LAW OFFICE	220.00	509953	4,592.00*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.54	509881	
DONEANE E. BECKCOM	110.00	509887	
LANGSTON ADAMS	440.00	509892	
JOEL WEBB VAZQUEZ	1,115.00	509896	
KIMBERLY PHELAN, P.C.	3,070.00	509900	
ALLEN PARKER	110.00	509908	
BRITTANIE HOLMES	110.00	509915	

NAME	AMOUNT	CHECK NO.	TOTAL
WILLIAM FORD DISHMAN	330.00	509918	
THE PARDUE LAW FIRM, PLLC	2,167.00	509947	7,452.54*
JUSTICE COURT-PCT 1 PL 1			
CASH ADVANCE ACCOUNT	217.38	509853	
UNITED STATES POSTAL SERVICE	24.68	509881	242.06*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	7.59	509881	7.59*
JUSTICE COURT-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	24.98	509961	24.98*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	44.43	509881	
DIRECTV, LLC	104.71	509956	149.14*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	214.29	509882	214.29*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.30	509881	4.30*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	509830	
THOMAS J. BURBANK PC	250.00	509831	
A. MARK FAGGARD	250.00	509837	
JOHN E MACEY ATTORNEY AT LAW PLLC	550.00	509857	
UNITED STATES POSTAL SERVICE	28.32	509881	1,328.32*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	18.72	509881	18.72*
COURT MASTER			
RICHARD D HUGHES ATTORNEY AT LAW	1,200.00	509950	1,200.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.07	509881	1.07*
SHERIFF'S DEPARTMENT			
FAST SIGNS, INC.	2,964.00	509839	
GT DISTRIBUTORS, INC.	44.79	509842	
ENTERGY	871.59	509845	
MOORMAN & ASSOCIATES, INC.	1,360.00	509859	
HENRY SCHEIN, INC.	140.00	509865	
UNITED STATES POSTAL SERVICE	1,093.99	509881	
RITA HURT	275.00	509913	
GALLS LLC	46.25	509924	
ODP BUSINESS SOLUTIONS, LLC	1,497.95	509961	
AMAZON CAPITAL SERVICES	162.41	509964	
THE MONOGRAM SHOP	148.50	509967	8,604.48*
CRIME LABORATORY			
FED EX	28.79	509841	28.79*
JAIL - NO. 2			
AAA LOCK & SAFE	270.00	509825	
BOB BARKER CO., INC.	993.72	509828	
BEAUMONT TRACTOR COMPANY	737.18	509829	
ENTERGY	764.04	509845	

NAME	AMOUNT	CHECK NO. 46	TOTAL
ENTERGY	41,609.54	509846	
JACK BROOKS REGIONAL AIRPORT	1,141.12	509851	
M&D SUPPLY	345.25	509856	
MOTOROLA SOLUTIONS INC	263.80	509877	
COOK'S CORRECTIONAL	12,279.00	509885	
LOWE'S HOME CENTERS, INC.	239.22	509889	
NORTH SHORE SUPPLY COMPANY	83.00	509894	
WORLD FUEL SERVICES	395.20	509907	
GALLS LLC	38.00	509924	
BOUDREAUX'S TRUCK & TRAILER REPAIR	5,564.85	509929	
TRINITY SERVICES GROUP INC	45,071.77	509944	
CITY OF FRANKLIN	563.65	509974	
JUVENILE PROBATION DEPT.			110,359.34*
FED EX	52.30	509840	
CHERYL TARVER	78.60	509875	
UNITED STATES POSTAL SERVICE	7.47	509881	
SHANNA CITIZEN	55.02	509891	
ROXANA MITCHELL	260.04	509926	
SHERONDA LEE	223.36	509937	
EDWIN JAY FRANK	197.81	509938	
BRENDA WOOD	157.20	509949	
TY-JUNEA JONES	40.61	509954	
ODP BUSINESS SOLUTIONS, LLC	73.05	509961	
NICOLE BONSALE	153.93	509965	
CASTILE COLBERT III	76.64	509969	
LAQUITA TORRES	78.60	509970	
JUVENILE DETENTION HOME			1,454.63*
ENTERGY	7,270.15	509845	
AT&T	715.59	509869	
BEN E KEITH COMPANY	3,139.41	509895	
A1 FILTER SERVICE COMPANY	183.79	509912	
WASTEWATER TRANSPORT SERVICES LLC	1,009.52	509921	
FLOWERS BAKING COMPANY OF HOUSTON	59.35	509963	
CONSTABLE PCT 1			12,377.81*
UNITED STATES POSTAL SERVICE	31.83	509881	
CONSTABLE-PCT 4			31.83*
DISH NETWORK	82.36	509903	
TND WORKWEAR CO LLC	188.85	509933	
CONSTABLE-PCT 6			271.21*
UNITED STATES POSTAL SERVICE	11.81	509881	
CONSTABLE PCT. 8			11.81*
COTTON CARGO	40.00	509943	
AGRICULTURE EXTENSION SVC			40.00*
UNITED STATES POSTAL SERVICE	45.65	509881	
DAVID OATES	132.31	509930	
TYLER FITZGERALD	454.57	509942	
AMAZON CAPITAL SERVICES	40.14	509964	
HEALTH AND WELFARE NO. 1			672.67*
GABRIEL FUNERAL HOME, INC.	1,500.00	509843	
MERCY FUNERAL HOME	1,500.00	509858	
UNITED STATES POSTAL SERVICE	53.52	509881	
4IMPRINT, INC.	577.38	509888	
TEXAS CONFERENCE OF URBAN COUNTIES	220.00	509890	
EZEA D EDE MD	4,119.73	509948	
HEALTH AND WELFARE NO. 2			7,970.63*

NAME	AMOUNT	CHECK NO. 47	TOTAL 47
CLAYTON THOMPSON FUNERAL HOME	1,500.00	509836	
UNITED STATES POSTAL SERVICE	191.34	509882	
TEXAS CONFERENCE OF URBAN COUNTIES	220.00	509890	
EZEA D EDE MD	4,119.73	509948	6,031.07*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	28,100.89	509917	
KAYLEE BENNETT	182.41	509945	28,283.30*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	109.48	509833	
W.W. GRAINGER, INC.	99.70	509844	
M&D SUPPLY	173.77	509856	
SANITARY SUPPLY, INC.	541.20	509864	
ACE IMAGEWEAR	223.12	509867	
AT&T	468.36	509869	
SOLAR	960.00	509886	
AT&T GLOBAL SERVICES	473.50	509893	
CENTERPOINT ENERGY RESOURCES CORP	429.54	509898	3,478.67*
MAINTENANCE-PORT ARTHUR			
JOHNSON CONTROLS, INC.	4,217.52	509854	
PETROLEUM MATERIALS LLC	143.15	509922	
VECTOR SECURITY	414.85	509935	4,775.52*
MAINTENANCE-MID COUNTY			
ENTERGY	2,740.58	509845	
AT&T	719.72	509869	
W. JEFFERSON COUNTY M.W.D.	79.20	509874	3,539.50*
SERVICE CENTER			
CHUCK'S WRECKER SERVICE	500.00	509832	
HI-LINE	769.71	509849	
J.K. CHEVROLET CO.	1,851.78	509850	
PHILPOTT MOTORS, INC.	257.15	509860	
TATE & CO., INC.	1,540.00	509870	
VIN'S PAINT & BODY, INC.	234.60	509876	
BUMPER TO BUMPER	1,424.20	509897	
MIGHTY OF SOUTHEAST TEXAS	32.60	509911	
ADVANCE AUTO PARTS	192.90	509916	
SILSBEE FORD INC	1,565.29	509919	
MIDNIGHT AUTO	99.95	509932	
THE GOODYEAR TIRE & RUBBER COMPANY	1,938.15	509940	
MUNRO'S UNIFORM SERVICES, LLC	358.60	509962	
TOWN AND COUNTRY FORD	2,082.36	509972	12,847.29*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	11.37	509882	11.37*
MOSQUITO CONTROL FUND			436,485.10**
CITY OF NEDERLAND	70.14	509835	
ENTERGY	641.30	509845	
ACE IMAGEWEAR	65.32	509867	
AT&T	44.29	509869	
UNITED PARCEL SERVICE	23.57	509873	
O'REILLY AUTO PARTS	99.78	509941	
CHARTER COMMUNICATIONS	71.86	509958	1,016.26**
J.C. FAMILY TREATMENT			
CASH ADVANCE ACCOUNT	726.21	509853	
MARY BEVIL	1,861.50	509946	2,587.71**
GRANT A STATE AID			

NAME	AMOUNT	CHECK NO.	TOTAL
PAR INC	1,374.12	509973	1,374.12**
COMMUNITY SUPERVISION FND			
SAM HOUSTON STATE UNIVERSITY	225.00	509863	
UNITED STATES POSTAL SERVICE	45.31	509881	
UNITED STATES POSTAL SERVICE	47.13	509882	
JCCSC	75.00	509910	
ODP BUSINESS SOLUTIONS, LLC	62.97	509961	455.41**
LAW OFFICER TRAINING GRT			
ENTERGY	706.50	509845	
SAM'S CLUB DIRECT	176.00	509914	
IMAGE 360 BEAUMONT	370.00	509939	1,252.50**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.63	509881	.63**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	713.22	509853	713.22**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	341.23	509833	
M&D SUPPLY	11.27	509856	
ULINE SHIPPING SUPPLY SPECIALI	94.02	509872	
FERGUSON ENTERPRISES INC	37.82	509934	
RHODES DESIGN	520.00	509975	1,004.34**
AIRPORT FUND			
ENTERGY	13,537.27	509848	
LOWE'S HOME CENTERS, INC.	54.05	509889	
DISH NETWORK	115.37	509902	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	33.08	509920	
ODP BUSINESS SOLUTIONS, LLC	210.36	509961	
MUNRO'S UNIFORM SERVICES, LLC	63.50	509962	14,013.63**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	77,294.20	509936	77,294.20**
SETEC FUND			
KOMMERCIAL KITCHENS	358.00	509855	358.00**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	1,000.00	509971	1,000.00**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	11,212.14	509971	11,212.14**
BAIL BONDING FUND			
AL REED BAIL BONDING	150,000.00	509905	150,000.00**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	8,717.93	509919	8,717.93**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	509909	
RUBEN ZAPATA	100.00	509966	200.00**
ARPA CORONAVIRUS RECOVERY			
FAMILY SERVICES OF SOUTHEAST TX INC	159,419.00	509968	159,419.00**
GLO DISASTER RECOVERY			

NAME

AMOUNT

CHECK NO. 49 TOTAL 49

NAME	AMOUNT	CHECK NO. 49	TOTAL
DE CORP	14,379.49	509951	14,379.49**
MARINE DIVISION			
ENTERGY	134.78	509845	
JACK BROOKS REGIONAL AIRPORT	964.32	509851	1,099.10**
SHERIFF - COMMISSARY			
AMAZON CAPITAL SERVICES	191.75	509964	191.75**
			887,825.39***

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Katy Connector Pipeline
 County (ies) Jefferson
 USGS Quadrangle Name and Number Alligator Hole Marsh, 636
 UTM Coordinates Start: Zone 15R E 381649 N 3301729
 End: Zone 15R E 381950 N 3301723
 Location East of Boondocks Rd and SW of S Gulfway Dr, Jefferson County.
 Federal Involvement Yes No
 Name of Federal Agency Federal Energy Regulatory Commission
 Agency Representative Amanda Mardiney, Amanda.Mardiney@ferc.gov

II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County
 Representative Ernest Clement
 Address _____
 City/State/Zip Waco, TX 76706
 Telephone (include area code) 409-835-8584 Email Address ernest.clement@jeffcotx.us

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor KCPL LLC
 Representative Shauna Akers
 Address 2800 Post Oak Blvd
 City/State/Zip Houston, TX 77056
 Telephone (include area code) 832-277-6347 Email Address shauna.akers@williams.com

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joost Morsink, PhD
 Affiliation SEARCH Inc.
 Address 8600 Oak Street #2A
 City/State/Zip New Orleans, LA 70118
 Telephone (include area code) 504-291-6231 Email Address joost.morsink@searchinc.com



(OVER)
ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork July 1, 2023
Requested Permit Duration 5 Years Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SEARCH will conduct an intensive pedestrian survey augmented by systematic shovel test excavation within the 300-foot wide proposed pipeline corridor where it crosses Jefferson County lands.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SEARCH, Inc., Gainesville, FL
Permanent Curatorial Facility Center for Archaeological Studies (CAS), Texas State University

IV. LAND OWNER'S CERTIFICATION

I, JEFF R. DRANICK, as legal representative of the Land Owner, JEFFERSON COUNTY, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature [Signature] Date

V. SPONSOR'S CERTIFICATION

I, same as above, as legal representative of the Sponsor, , do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature Date

VI. INVESTIGATOR'S CERTIFICATION

I, same as above, as Principal Investigator employed by (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Date

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

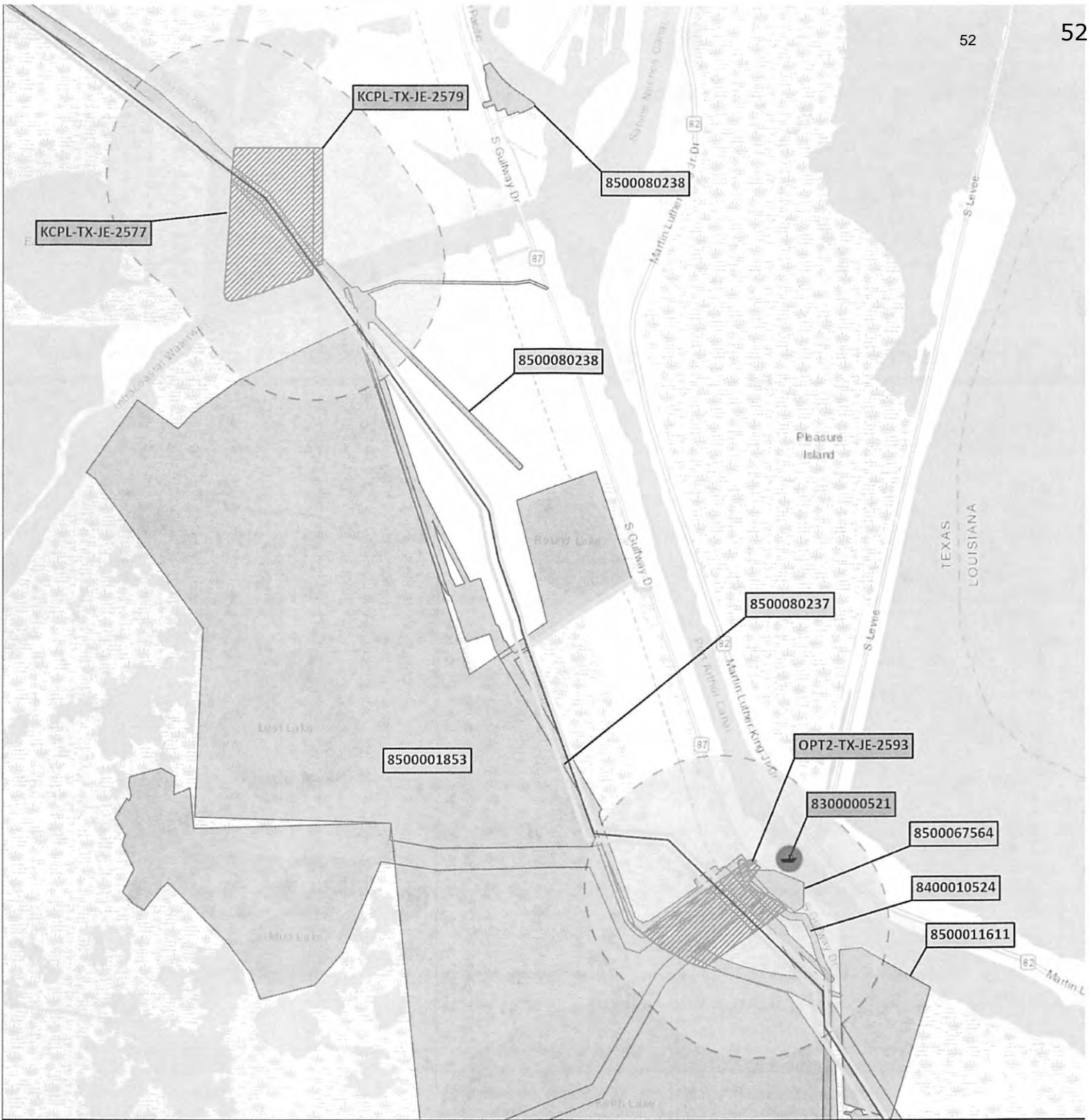
FOR OFFICIAL USE ONLY

Reviewer Date Permit Issues
Permit Number Permit Expiration Date
Type of Permit Date Received for Data Entry

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

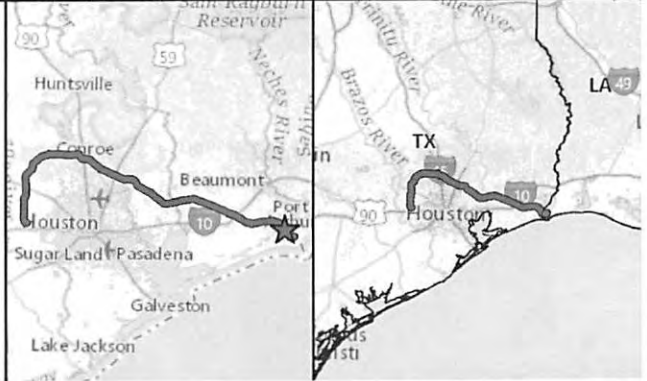
ATTEST [Signature]
DATE 9-13-23

TEXAS HISTORICAL COMMISSION
real places telling real stories
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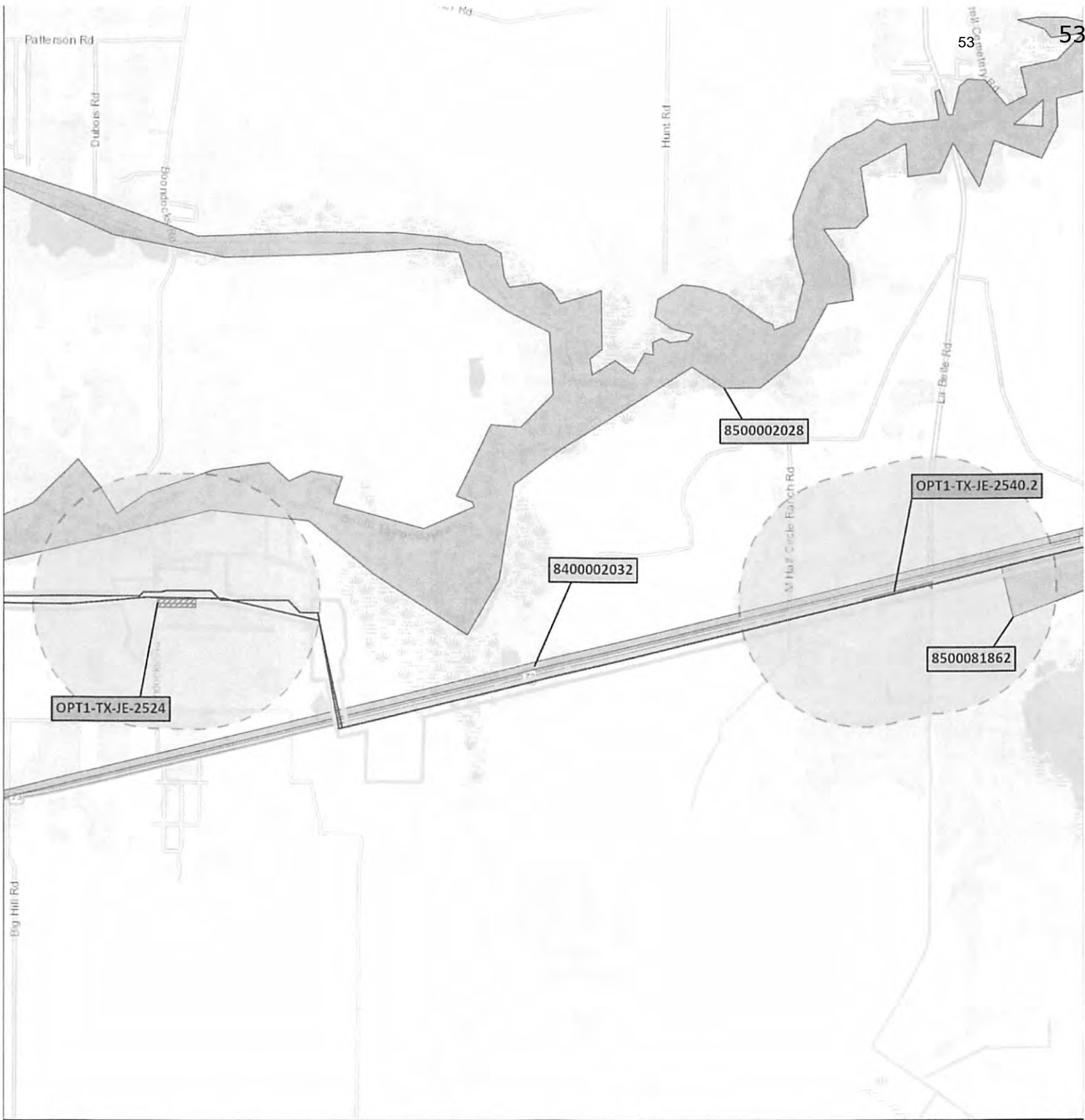


BURNS MEDONNELL **SEARCH** **Katy Connector Pipeline** **N** 1:45,000 0 920 1,840 Meters

- Katy Connector Centerline
- ▭ Survey Corridor
- ▨ Antiquities Code Parcel
- ▭ 1 Kilometer Buffer
- ▭ Previous Cultural Resource Survey
- Shipwreck

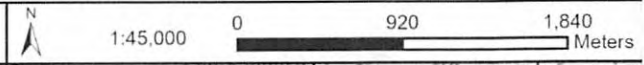


Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USIA, NPS, USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information (http://hazards.eod.u.s.gov); and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed April, 2023.



BURNS MEDONNELL **SEARCH**

Katy Connector Pipeline



- Katy Connector Centerline
- Survey Corridor
- Antiquities Code Parcel
- 1 Kilometer Buffer
- Previous Cultural Resource Survey



Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA, USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems, U.S. Census Bureau TIGER/Line data, USFS Road Data, Natural Earth Data, U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed April, 2021.



Resolution

STATE OF TEXAS

§
§
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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

A RESOLUTION TO NOMINATE A NEW DIRECTOR TO THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT AS PROVIDED BY SECTION 6.03 (I) OF THE PROPERTY TAX CODE

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of SEPTEMBER, 2023, on motion made by Judge Jeff Branick Commissioner of Precinct No. , and seconded by Everette D Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Chief Appraiser of the Jefferson Central Appraisal District notified Jefferson County must nominate a new Director to the Board of Directors for the remaining portion of the 2024 term; and

WHEREAS, Property Tax Code Sec. 6.03(I) allows all entities entitled to vote for the Board of Directors to submit a nomination within 45 days after notification that a vacancy has occurred; and,

WHEREAS, TIM FUNCNESS is a resident of Jefferson County, Texas and

WHEREAS, TIM FUNCNESS is a person duly qualified to serve as a Member of the Board of Directors of the Jefferson Central Appraisal District;

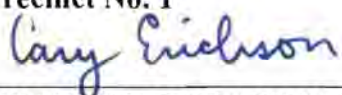
NOW, THEREFORE, BE IT RESOLVED, by the Commissioners Court of Jefferson County that TIM FUNCNESS is hereby nominated to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the remaining portion of the 2024 term.

Signed this 12th day of SEPTEMBER, 2023.



JUDGE JEFF R. BRANICK
County Judge

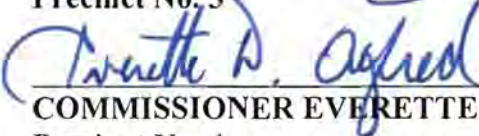


COMMISSIONER VERNON
Precinct No. 1


COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT FOR THE 2023-2024 TERM OF OFFICE AS PROVIDED BY SECTION 6.03 (f) OF THE PROPERTY TAX CODE

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of SEPTEMBER, 2023, on motion made by Judge Jeff Branick, Commissioner of Precinct No. , and seconded by Everette D Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLVED that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 15, 2023.

RESOLUTION TO CAST VOTES FOR DIRECTOR FOR THE BOARD OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT


WHEREAS, TIM FUNCHESS is a resident of Jefferson County, Texas: and

WHEREAS, TIM FUNCHESS is a nominee duly qualified to serve as a Member of the Board of Directors of the Jefferson County Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, cast their 751 votes to TIM FUNCHESS to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the 2024 term.

The foregoing Resolution was adopted as a valid action of the Commissioners Court of Jefferson County at a duly noticed meeting of that body on September 12, 2023 at which a quorum was present and voting.

SIGNED this 12th day of SEPTEMBER, 2023.



JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AMENDMENT NO. 3 TO
GLO CONTRACT NO. 20-065-121-C408**

THE GENERAL LAND OFFICE (the “GLO”) and JEFFERSON COUNTY (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-065-121-C408 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract term; and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to add or update required language; and

WHEREAS, the Parties desire to revise the Nonexclusive List of Applicable Laws, Rules, and Regulations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties agree as follows:

1. SECTION 3.01 of the Contract is amended to reflect a termination date of **September 30, 2024**.
2. SECTION 5.01(b) of the Contract is deleted in its entirety and replaced with the following:

“(b) Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.”
3. ATTACHMENT D to the Contract, **Nonexclusive List of Applicable Laws, Rules, and Regulations**, is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-1**.

4. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2023.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.


SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT NO. 20-065-121-C408**

GENERAL LAND OFFICE

JEFFERSON COUNTY

Mark A. Havens
Chief Clerk



By: Jeff Brunick
Title: County Judge, Jefferson County

Date of execution: _____

Date of execution: 9/12/23

- OGC gm
- PM JS
- SDD HL
- DGC MB
- GC JG
- DLC PP



ATTEST 
DATE 9/12/23

ATTACHED TO THIS AMENDMENT:

ATTACHMENT D-1 Revised Nonexclusive List of Applicable Laws, Rules, and Regulations

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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Austin, TX 78701

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Ginger Mills



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ginger.mills@glo.texas.gov

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Director, CDR Legal Services

Signed: 8/29/2023 11:19:27 AM

Texas General Land Office, Office of General Counsel

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Terri Spencer



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Terri.Spencer.glo@recovery.texas.gov

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Texas General Land Office

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Heather Lagrone



Sent: 8/29/2023 11:21:30 AM

heather.lagrone.glo@recovery.texas.gov

Viewed: 8/29/2023 1:36:54 PM

Sr Dep director

Signed: 8/29/2023 1:37:01 PM

Texas General Land Office

Signature Adoption: Pre-selected Style
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Marc Barenblat



Sent: 8/29/2023 1:37:04 PM

marc.barenblat@glo.texas.gov

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Deputy General Counsel

Signed: 8/29/2023 1:47:29 PM

Texas General Land Office

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Signer Events

Jeff Gordon
 jeff.gordon@glo.texas.gov
 General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature


Signature Adoption: Pre-selected Style
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Jennifer Jones
 jennifer.jones@glo.texas.gov
 Security Level: Email, Account Authentication
 (None)



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Jeff Branick
 jbranick@co.jefferson.tx.us
 County Judge, Jefferson County
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mark A. Havens
 Mark.Havens@GLO.TEXAS.GOV
 Security Level: Email, Account Authentication
 (None)

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BSO Team
 bsorequests@recovery.texas.gov
 Texas General Land Office
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Joseph Cardona
 joseph.cardona@glo.texas.gov
 Team Lead/Contract Manager
 Texas General Land Office
 Security Level: Email, Account Authentication
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Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 8/28/2023 10:52:46 AM
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Robert Sonnier bob.sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 8/29/2023 11:19:35 AM
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Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 8/29/2023 11:19:35 AM
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Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None)		Sent: 8/29/2023 11:19:36 AM
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Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None)		Sent: 8/29/2023 11:19:36 AM
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Carbon Copy Events	Status	Timestamp
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<p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/29/2023 11:21:30 AM
<p>Vivian Ballou vballou@gmjinc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 8/29/2023 3:33:17 PM Viewed: 8/29/2023 5:02:45 PM
<p>Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Abby McClean Abby.McClean.glo@Recovery.Texas.Gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Carbon Copy Events

Status

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Jeana Bores

jeana.bores.glo@recovery.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jacob Geray

jacob.geray.glo@recovery.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Nichole Gee

nichole.gee.ctr@recovery.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Payment Events

Status

Timestamps

I, _____, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on _____, 2023, in County Clerk's File No. _____, Jefferson County Plat Records.

County Clerk, Jefferson County, Texas
By: _____, Deputy

Ownership Certificate:
State of Texas
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Andrew Dunn, owner of Lot 19, 20, 21 & 22, Dunn Subdivision, recorded in County Clerk's File No. 2022023037, Official Public Records, Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 30th day of August, 2023.
Andrew Dunn
Andrew Dunn, OWNER

State of Texas
County of Jefferson Harris
BEFORE ME, the undersigned authority, on this day personally appeared Andrew Dunn known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.
Given under my hand and seal of office this the 30th day of August, 2023.

By: Joseph T. Brackin
Notary Public in and for the State of Texas

Surveyor's Certificate:
I, Scott N. Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas. Date: February 22, 2023

Scott N. Brackin
Registered Professional Land Surveyor No. 6650

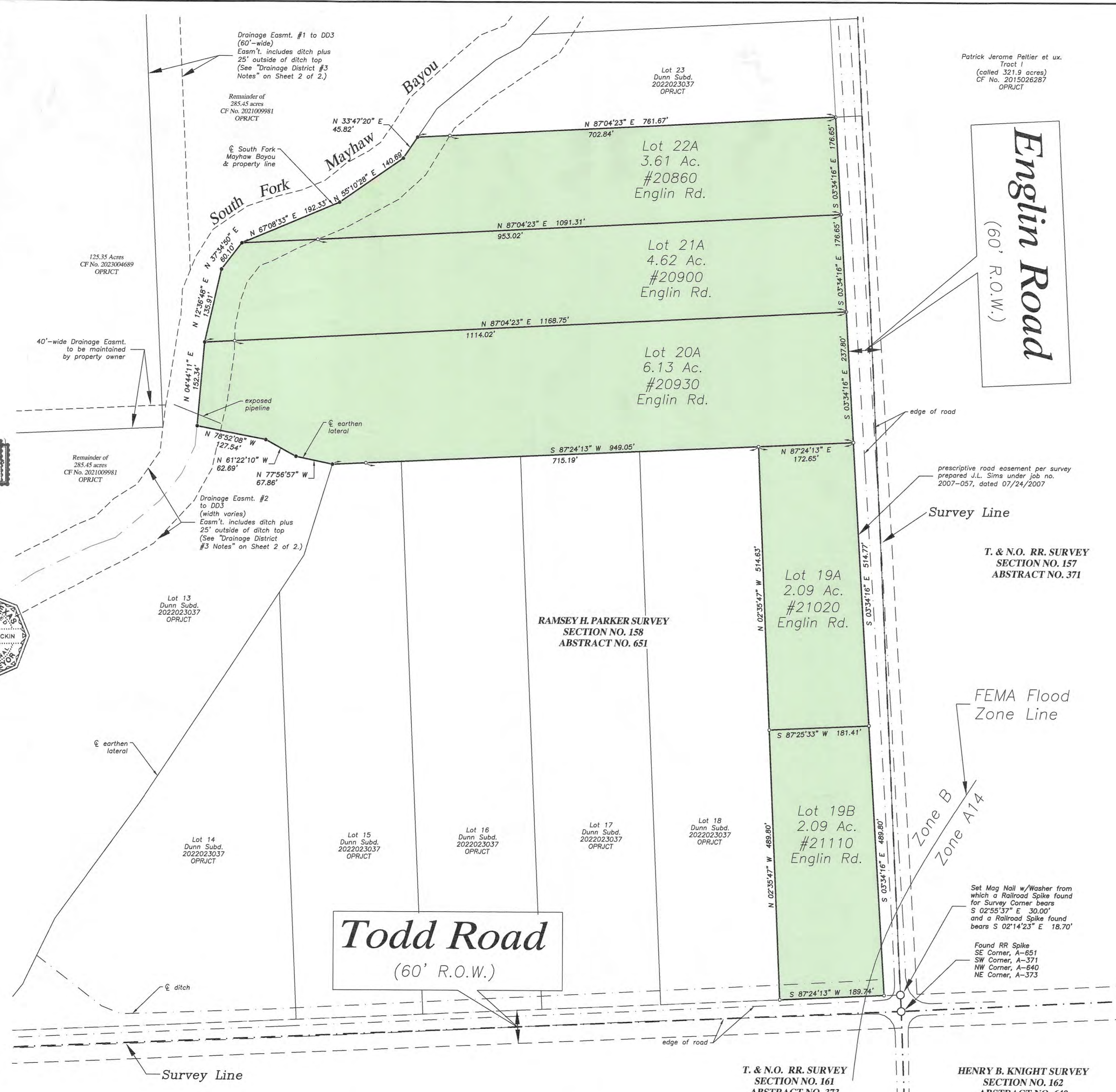
Certificate of County Approval:
Approved by the Commissioners Court of Jefferson County, Texas of the _____ day of _____, 2023, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, road, drainage or any other improvements.

- Commissioner, Precinct No. 1 Jefferson County, Texas
- Commissioner, Precinct No. 2 Jefferson County, Texas
- Commissioner, Precinct No. 3 Jefferson County, Texas
- Commissioner, Precinct No. 4 Jefferson County, Texas
- County Judge Jefferson County, Texas

Certificate of County Engineer:
I, _____, County Engineer of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the commissioner's court of Jefferson County, Texas.

County Engineer

ACCESS
Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com § rpls5163@aol.com
File: 2023121 Firm No. 10136400 Technician: A.M.LEA



Development Regulations Notes:
1. No construction or other development within this plat may begin until all Jefferson County development requirements have been met.
2. No more than one single family residence shall be located on each lot.

School District Note:
The subdivision shown hereon is located within the boundaries of the HAMPSHIRE FANNETT ISD.

Utility Notes:
Electric Utility Service will be provided by: ENTERGY TEXAS
Telephone utility service will be provided by: UNKNOWN
Gas utility service will be provided by: UNKNOWN
Water utility service will be provided by: UNKNOWN
Sewer utility service will be provided by: UNKNOWN
Cable utility service will be provided by: UNKNOWN

Sewage Disposal Note:
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

Individual Water Supply Note:
No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Drainage District #3 (DD3) Notes:

- DD3 Ditches referenced on this plat indicate the location and existence of known drainage ditches currently on property owner's lands recorded in the Real Property Records of Jefferson County, Texas, File 2021009981. The DD3 easements shown on this plat associated with identified DD3 ditches, shall be perpetual, non-exclusive easements consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where ditches lie along a road or other R.O.W., the easement herein granted lies only on that part of the ditch which lies on the Property Owner's land and the 25 feet beyond the ditch top, which lies on the Property Owner's land.
- DD3 Drainage easements are granted over Property Owner's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to provide the right to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving DD3 the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto DD3 the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. The property shall only construct permanent fencing along the drainage easement lines granted herein on one (1) side of the ditch if the ditch crosses the property owners land. The drainage easements also include the right of DD3 to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, and construct and utilize dirt placement areas, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement without further payment; and further including the right to construct improvements above ground and underground essential to DD3's drainage facilities, within the limits of said easements. DD3 shall notify property owners of any and all construction, operation, maintenance, alteration, repair, construction of berms, dirt placement, restriction of permanent structures or other obstructions, removal of dirt, the trimming, cutting, felling and removal of trees, underbrush, obstructions and other vegetation, removal of structures or other obstacles within the limits of the easement.
- No structures or improvements, i.e. fences or buildings shall be placed in or across DD3 Easements depicted herein.
- No culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown herein, without an engineered design and DD3 approval.

Surveyor's Notes:

- This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
- All bearings, distances, areas, and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
- According to Fema's Flood Insurance Rate Map No. 480385 0375 B, Dated June 1, 1983, the subject property is located in Flood Zone "B" and Flood Zone "A14". Flood Zone location is based on scaled FIRM only. Access Surveyors, LLC does not warrant nor subscribe to the accuracy of said FIRM.
- All set iron rods have a plastic cap stamped "Access Surveyors".
- Lot owners shall not be allowed to install culverts or surface drain systems to replace the open ditch system on County Roads fronting their lot(s) other than allowed by the County for driveways.

**REPLAT of
Lots 19 - 22
DUNN SUBDIVISION
(2022023037 OPJCT)
into
Lots 19A, 19B, 20A,
21A & 22A
part of the
RAMSEY H.
PARKER SURVEY
Section No. 158,
Abstract No. 651,
Jefferson County, Texas**



Vicinity Map
(Not To Scale)

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____ 2023, IN COUNTY CLERK'S FILE NO. _____ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

By: _____, DEPUTY

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:

THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE BEAUMONT ISD.

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T SPECTRUM
GAS UTILITY SERVICE WILL BE PROVIDED BY: CENTERPOINT ENERGY
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER WATER DISTRICT
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

SEWAGE DISPOSAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

LEGAL DESCRIPTION:

ALL OF LOT 34, BLOCK 2, GARDEN VILLAS, RECORDED IN VOLUME 7, PAGE 20, MAP RECORDS OF JEFFERSON COUNTY, TEXAS.

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS THE _____ DAY OF _____ 2023, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS.

PLANNING COMMISSION CHAIRMAN

ATTEST: SECRETARY

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____ 2023, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES AN OBLIGATION FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY CLERK
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

I, _____, COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

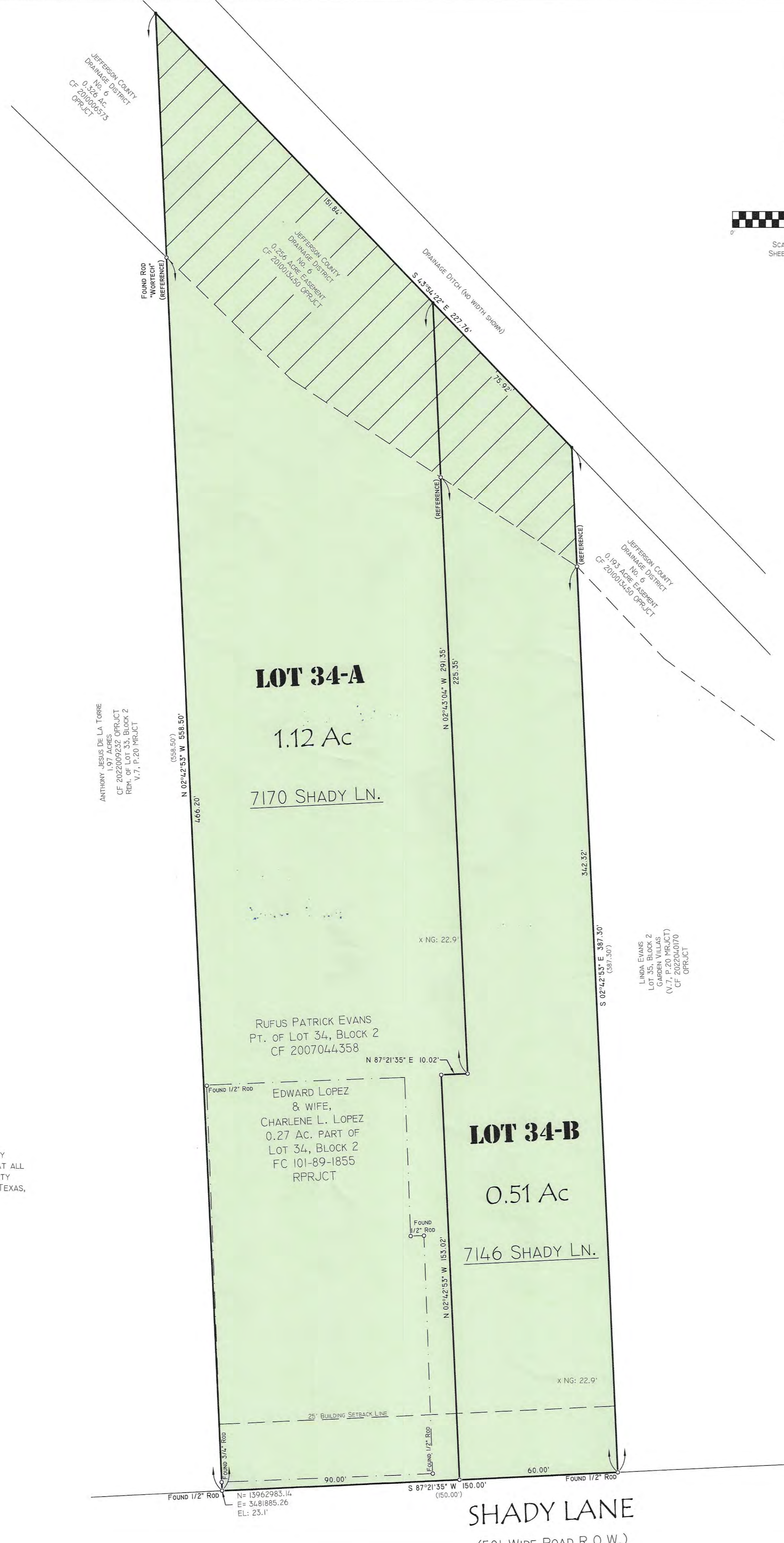
SURVEYOR'S NOTES:

- 1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
- 2. ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- 3. ALL ELEVATIONS ARE NAVD83 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
- 4. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 01A0 D, DATED AUGUST 06, 2002, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "AE".
- 5. PROPERTY CORNERS ARE MARKED WITH CAPPED "ACCESS SURVEYORS" RODS UNLESS SHOWN OTHERWISE.
- 6. SURVEY PLATTED FOR PROPERTY CONVEYANCE ONLY, NO IMPROVEMENTS SHOWN.

SURVEYOR'S CERTIFICATE:

I, SCOTT N. BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED, AND THAT THE PLAT IS DRAWN TO SCALE, THAT THE PROPERTY SHOWN HEREON LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, TEXAS, AND CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BEAUMONT, JEFFERSON COUNTY, TEXAS.
SURVEY DATED: JUNE 22, 2023
PLAT DATED: JUNE 26, 2023

SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650



VICINITY MAP
NOT TO SCALE
© OpenStreetMaps

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, LINDA BETH EVANS, INDEPENDENT EXECUTRIX OF THE ESTATE OF RUFUS PATRICK EVANS, DECEASED, OWNER OF PART OF LOT 34, BLOCK 2, DESCRIBED IN COUNTY CLERK'S FILE NUMBER 2007044358, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 31ST DAY OF August, 2023.

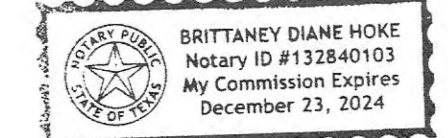
Linda Beth Evans
LINDA BETH EVANS,
INDEPENDENT EXECUTRIX OF THE ESTATE OF RUFUS PATRICK EVANS, DECEASED

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LINDA BETH EVANS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31ST DAY OF August, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE, EDWARD LOPEZ AND WIFE, CHARLENE L. LOPEZ, OWNERS OF PART OF LOT 34, BLOCK 2, DESCRIBED IN COUNTY CLERK'S FILE NUMBER 2007044358, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 5TH DAY OF September, 2023.

Edward Lopez

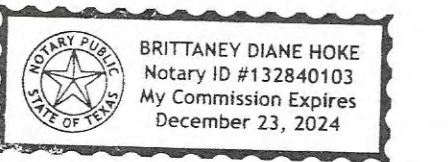
Charlene Lopez
EDWARD LOPEZ
CHARLENE L. LOPEZ

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EDWARD LOPEZ AND CHARLENE L. LOPEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5TH DAY OF September, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



REPLAT
OF LOT 34, BLOCK 2,
GARDEN VILLAS,
V. 7, P. 20 MAP RECORDS
INTO
LOT 34-A & 34-B
PART OF THE
A. SAVERY LEAGUE,
JEFFERSON COUNTY, TEXAS

Required Clear Space for an On-Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (In Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (In Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 3300 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 3500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3900 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Access
Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com 8 rpls5163@aol.com
FILE: 2023581AL_V2 Firm No: 10136400 TECHNICIAN: A.M.LEA



April 5, 2023

CITY OF BEAUMONT
801 MAIN ST
BEAUMONT TX 77701

RE: PZ2022-524

To Whom It May Concern:

Please be informed that at the meeting of April 4, 2023, the City Council voted to approve **File PZ2022-524**, a request to annex the south half of the right-of-way of Spindletop Avenue.

Please see attached Ordinance No. 23-028.

Please note that final occupancy approval is subject to review and acceptance of submitted plans and field inspections to verify compliance with applicable codes.

If you need any additional information, please do not hesitate to contact me at (409) 880-3764.

Sincerely,

A handwritten signature in black ink, appearing to read "De".

Demi Engman
Planning Manager

cc: Boyd Meier, Building Official
Beau Hansen, Deputy Building Official
Dekova Lewis, Code Enforcement Officer

PLANNING & COMMUNITY DEVELOPMENT
T 409.880.3100
F 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov



ORDINANCE NO. 23-028

ENTITLED AN ORDINANCE ANNEXING THE SOUTH HALF OF THE RIGHT-OF-WAY OF SPINDLETOP AVENUE, BEGINNING FROM THE INTERSECTION OF S. MARTIN LUTHER KING JR. PARKWAY HEADING WEST TO THE CORNER OF THE LOWER NECHES VALLEY AUTHORITY CANAL, BEAUMONT, JEFFERSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE SAID PROPERTY WITHIN THE CITY LIMITS, AND GRANTING THE SAID TERRITORY AND TO ALL INHABITANTS THEREOF ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; AND, ADOPTING A SERVICE PLAN.

WHEREAS, Article 1, Section 4 of the Charter of the City of Beaumont, Texas, an incorporated city, authorizes the annexation of additional territory, subject to the laws of this state; and,

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Beaumont, Texas have been duly followed with respect to the annexation of the territory as described in and shown on Exhibit "A," attached hereto; and,

WHEREAS, the territory lies adjacent to and adjoins the present boundaries of the City of Beaumont, Texas;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

Section 1.

The land and territory lying adjacent to and adjoining the present boundaries of the City of Beaumont, Texas as described in and shown on Exhibit "A," attached hereto, is hereby added and annexed into the City of Beaumont, Texas; said territory shall

hereinafter be included within the boundary limits of the City of Beaumont, Texas; the present boundary limits of such City at the various points contiguous to the area as described in and shown on Exhibit "A," attached hereto, are altered, amended, and extended so as to include said area within the corporate limits of the City of Beaumont, Texas, such property shall be within Ward 2 for purposes of municipal elections.

Section 2.

The described territory in the area so annexed shall be a part of the City of Beaumont, Texas, and the inhabitants thereof, if any, shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Beaumont, Texas.

Section 3.

A service plan for the area is hereby adopted and attached as Exhibit "B."

The meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of April, 2023.



Robin Mouton

- Mayor Robin Mouton -

Legend

- City Limits
- ▣ Area for Annex



1/4 inch = 375 feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map, however, the City of Beaumont assumes no liability or damages due to errors or omissions.

EXHIBIT "A"

PZ2022-524: Request to annex the south half of the right-of-way of Spindletop Avenue.

Applicant: City of Beaumont

Location: Spindletop Avenue

0 100200
| | | Feet

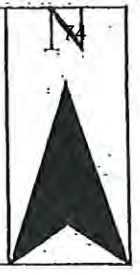


Exhibit "B"

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: Beaumont Fire Extra Territorial Jurisdiction (ETJ)

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire responses will be provided by Fire Station No. 3, located at 805 Woodrow Avenue, Beaumont, TX 77705. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: Jefferson County Sheriff's Office

Services to be Provided: Currently, the area is under the jurisdiction of the Jefferson County Sheriff's Office. However, upon annexation, the City of Beaumont Police Department will respond to calls in this annexed area.

BUILDING INSPECTION

Existing Services: Jefferson County

Services to be Provided: The Planning & Community Development Department will provide Building Code Enforcement Services upon annexation. This includes issuing building electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulates building construction within the City of Beaumont.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning & Community Development Department will provide planning and zoning benefits and protections to this area upon annexation.

LIBRARY

Existing Services: None

Services to be Provided: Upon effective date of annexation, free library use privileges will be available to anyone residing in this area.

HEALTH DEPARTMENT-HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Jefferson County Health Department

Services to be Provided: The City of Beaumont's Health Department will enforce health ordinances and regulations on the effective date of the annexation.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street and bridge facilities within this annexed area will be provided by the City of Beaumont upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Beaumont will coordinate any needed, improved street lighting with the local electric provider in accordance with standard policy.

WATER SERVICE

Existing Services: City of Beaumont maintained water line (6" Pipe)

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City of Beaumont's codes and ordinances.

SANITARY SEWER SERVICES

Existing Services: City of Beaumont maintained sewer line (8" Pipe)

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable City of Beaumont codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection by the City of Beaumont shall be provided to the area of annexation in accordance with the present ordinance.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Beaumont's established policies governing extension of municipal services to newly annexed areas.

PZ2022-524: Request to annex the south half of the right-of-way of Spindletop Avenue.

78

N 78

Applicant: City of Beaumont

Location: Spindletop Avenue

0 100200
Feet



Legend

----- City Limits

▣ Area for Annex

OHIO ST 79

VEATCH AVE
E CARDINAL DR

S MARTIN LUTHER KING PKWY

(PRIVATE)

00021628

SULPHUR DR

SPINDLETOP AVE



1 inch = 375 feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map, however, the City of Beaumont assumes no liability or damages due to errors or omissions.