

Special, 9/3/2024 10:30:00 AM

BE IT REMEMBERED that on September 03, 2024, there was begun and holden a SPECIAL 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 Eddie Arnold, 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

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
September 03, 2024

Jeff R. Branick, County Judge
Eddie Arnold, 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 03, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd** day of **September 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

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

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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: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

- (a). Consider and approve a Lease Extension for (RFP 19-032/YS), Lease Properties Acquired as a Result of Buy-Out for five (5) additional years from September 16, 2024 to September 15, 2029; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 10 - 10

Motion by: Arnold

Second by: Alfred

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

Action: APPROVED

- (b). Consider, establish and approve Selection Review Committee (to include one (1) member of Commissioners' Court) to establish criteria to be used for the selection and rating of the respondents for (RFQ 24-053/MR) Engineering Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG) (Community Development 2025-2026 Fund); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

Motion by: Arnold

Second by: Alfred

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

Action: APPROVED

- (c). Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 11 - 12

Motion by: Arnold

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file inter-department transfer of a 1448 Monarch Boat & Trailer from Engineering to Road & Bridge Precinct 3 as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 13 - 14

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– Justice of the Peace Pct. 2 – additional cost for extra help.

SEE ATTACHMENTS ON PAGES 15 - 15

120-2043-412-1005	EXTRA HELP	\$2,300.00	
120-2043-412-2003	EMPLOYEES' INSURANCE		\$2,300.00

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

- (b). Consider and approve budget transfer– County Court at Law #3 – additional cost for Pauper attorney fees.

SEE ATTACHMENTS ON PAGES 16 - 16

120-2053-412-5072	PAUPER ATTORNEY FEES	\$15,000.00	
120-2053-412-2003	EMPLOYEES' INSURANCE		\$15,000.00

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

- (c). Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for September insurance reimbursement.

NO ATTACHMENTS

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

- (d). Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Cardinal Meadows Improvement District.

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SEE ATTACHMENTS ON PAGES 17 - 27

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

(e).Regular County Bills -check #520634 through check #520841.

SEE ATTACHMENTS ON PAGES 28 - 36

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

(f).Consider and approve budget transfer - Road & Bridge Pct 1 - purchase of tractor and brush hog

SEE ATTACHMENTS ON PAGES 37 - 39

111-0109-431-6011	ROAD MACHINERY	\$73,000.00	
111-0102-431-3001	ASPHALT		\$73,000.00

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

COUNTY COMMISSIONERS:

(a).Consider, approve, and accept a check from the YMBL for their annual rental payment for use of the Doggett Park fairgrounds and complex.

NO ATTACHMENTS

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

(b).Receive and file executed Lease No. CL950002 between the Texas General Land Office and Jefferson County for the Mesquite Point boat ramp and piers.

SEE ATTACHMENTS ON PAGES 40 - 53

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

CRIME LAB:

- (a). Consider and possibly approve out of state travel for Tiffany Aardahl and Amy Comer, of the Crime Lab to attend the annual Clandestine Lab Investigating Chemists conference in Minneapolis, Minnesota, September 3 - 6, 2024. Travel is funded by the Coverdell Grant awarded to the lab at no cost to the County.

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

- (a). Execute, receive and file a Roadway Agreement between Air Liquide Large Industries U.S. LP and Jefferson County. For the temporary use of a Jefferson County field road that runs parallel to Highway 69 feeder road between the Jefferson County Jail and the Minnie Rogers facilities. This is for access to a Pipeline Project. This project is located in Jefferson County in Precinct 2.

SEE ATTACHMENTS ON PAGES 54 - 59

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Texas Comptroller of Public Account Office for the 2024-2025 Rural Counties Law Enforcement Project Funding. No matching funds are required.

SEE ATTACHMENTS ON PAGES 60 - 60

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

- (b). Please consider and approve the donation of three (3) rifle chassis, five (5) rifle cleaning kits, and five (5) PRS rifle slings for the Sheriff's Office SWAT Sniper Team from AmericanSnipers.org. The total cost of these items, amounting to \$6,327.51, will be fully covered by AmericanSnipers.org. This donation is made in accordance with Section 81.032 of the Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 61 - 62

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Arnold, 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

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Special, September 03, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 03, 2024.

ATTACHMENT A

Lease Extension of RFP 19-032/YS ,Lease of Properties Acquired as a Result of Buy-Out
Awarded September 17, 2019

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars	Proposer
1	123	227	Lene Ln	Beaumont, TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.06438	\$40.00	Michael Clark 322 Berry Drive Beaumont TX 77705 centerfire2152@yahoo.com ph: 409-719-1352
2	122	241	Lene Ln	Beaumont, TX	77705	West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55271	-94.06413	\$20.00	Michael Clark 322 Berry Drive Beaumont TX 77705 centerfire2152@yahoo.com ph: 409-719-1352
3	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818	\$25.00	James Hickman 7600 Hillebrandt Road Beaumont TX 77705 Tammywebster1942@yahoo.com ph: 409-273-0602
10	126	3481	Ballard Rd	Beaumont, TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.16073	\$12.00	Shayna Harper 3445 Ballard Road Beaumont TX 77705 harper.shay@yahoo.com ph: 409-679-7088
12	80	3577	Doucet	Beaumont, TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74,75	29.87802	-94.16027	\$5.00	Brandon Kelley 3435 Glen Drive Beaumont TX 77705 KelleyBJ86@yahoo.com ph: 409-332-9184
41	93	15106	Labelle	Beaumont, TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.15935	\$5.00	Brandon Kelley 3435 Glen Drive Beaumont TX 77705 KelleyBJ86@yahoo.com ph: 409-332-9184
48	90	897	Hillebrandt Acres	Beaumont, TX	77705	Lot 1 and 2, Block 6, Marcelan Grange Survey Abstract 26	29.9322	94.1135	\$21.00	Cristy Cornwell 1988 Hillebrandt Acres Beaumont TX 77705 4thecornwells@gmail.com ph: 409-659-9839
49	99	893	Hillebrandt Acres	Beaumont, TX	77705	Marcelan Grange Survey Abstract 26	29.9322	94.1135	\$21.00	Cristy Cornwell 1988 Hillebrandt Acres Beaumont TX 77705 4thecornwells@gmail.com ph: 409-659-9839
50	108	1179	Hillebrandt Acres	Beaumont, TX	77705	Lot 43 Blk 1, Marcelan Grange Survey Abstract 26	29.9308	94.1169	\$16.00	Ronald Koziuk 1155 Hillebrandt Acres Beaumont TX 77705 Ronniekoziuk@gmail.com ph: 409-293-7799



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "D. Clark", is written over the printed name "Deborah Clark" and extends slightly to the right.

Date: September 3, 2024

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

September 3, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
COUNTY CLERK <i>contact person: Laurie Leister</i>	(4) LARGE METAL SHELVING		8893
DISTRICT CLERK <i>contact person: Jamie Smith</i>	(5) METAL SHELVING		14608
SHERIFF <i>contact person: Donta Miller</i>	SMITHS DETECTION X-RAY MACHINE		

Approved by Commissioners' Court: _____




JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: September 3, 2024

Re: Inter-Department Transfer of County Property


Consider and approve, execute, receive and file inter-department transfer of a 1448 Monarch Boat & Trailer from Engineering to Road & Bridge Pct. 3 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

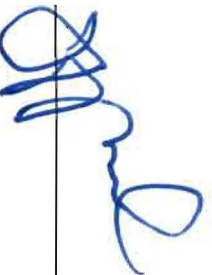
INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
1448 Monark Boat & Trailer	Engineering		2623	Road & Bridge Pct. 3

ATTEST 
DATE 9/13/2024



Approved by Commissioners' Court:



525 Lakeshore Drive
Port Arthur, Texas 77640



(409) 983-8325 Phone
(409) 989-3680 Fax

Joseph L. Guillory II
Justice of The Peace
Precinct Two

TO: Ms. Fran Lee / County Auditor
Ms. Rebekah S. Patin/ First Assistant County Auditor

FROM: Judge Joseph L Guillory II, JUSTICE OF THE PEACE PCT2


DATE: August 27th, 2024

RE: BUDGET ADJUSTMENTS NEEDED

We are about **\$3,000.00** short on our **EXTRA HELP Account**, to finish out the fiscal year, therefore we are requesting the following transfer.

\$2,300.00 to be transfer
From 120-2043-412-20-03 Employee Insurance
To 120-2043-412-10-05 Extra Help

Respectfully,



Judge Joseph L. Guillory II
Justice of the Peace, Pct. 2
Jefferson County, Texas

FRAN LEE
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN
SUBJECT: BUDGET TRANSFER
DATE: 09/03/24

The following budget transfer –CCL#3-for additional cost of pauper attorney fees

120-2053-412-5072	Pauper Attorney Fee	15,000
120-2053-412-2003	Employee Insurance	15,000

**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 Cardinal Meadows Improvement District (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 \$ 560,750.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds; and

WHEREAS, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds; and

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

Cardinal Meadows Improvement District
 Anthony Smith, Board President
 749 Hillebrandt Road
 Beaumont, Texas 77704

cardinalmeadows749@gmail.com

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

[Signature]
Jeff Branck
County Judge
Jefferson County, Texas

8/16/2024
Date

SUBRECIPIENT

[Signature]
Anthony Smith
Board President
Cardinal Meadows Improvement District

8/18/24
Date

ATTEST:

[Signature]
Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

8/18/2024
Date

ATTEST:

[Signature]
Rekina Smith
General Manager
Cardinal Meadows Improvement District

8/18/24
Date

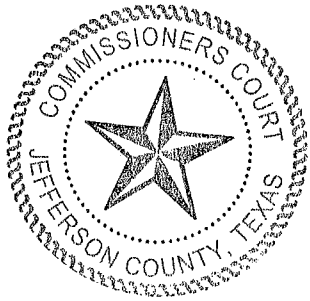


EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Cardinal Meadows Improvement District

Subrecipient Mailing Address

749 Hillebrandt Road, Beaumont, Texas 77704

Subrecipient Primary Contact

Name: Anthony Smith

Title: Board President

Email: cardinalmeadows749@gmail.com

Phone #: 409-273-5867

Subrecipient Secondary Contact

Name: Rekina Smith

Title: General Manager

Email: rekinas72@gmail.com

Phone #: 409-651-4509

Subrecipient Unique Entity Identifier

YPJ7Z77JDNM6

SLFRF Subaward Amount

\$ 560,750.00

Project Name

Repairs and Improvements to three (3) wastewater lift stations

Project Physical Address

Lift station locations:
1. Hilledbrandt Road and Smokey Lane
2. Smokey Lane and Cactus Ave
3. Ronnie Ave and Hillebrandt Road

Project Description

Repairs and/or replacement of pumps, electrical wiring, conduit, control panel, piping, fittings, and related system components and/or related structures.

Project Goals / Intended Outcomes

Improve the current capacity and reliability of the lift stations in order to accommodate population growth and assure wastewater system longevity

Approved Activities / Scope of Work

1. Administrative
2. Equipment / Supplies
3. Design and Engineering
4. Permitting and Fees
5. Project Management, Monitoring and Inspection
6. Site Work Contract
7. General Construction Contract
- 8.
- 9.
- 10.

Jefferson County Approval & Date

[Signature]
8/12/2024

Subrecipient Signature & Date

[Signature]
8/12/2024

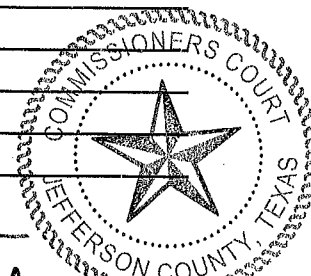


EXHIBIT B SLFRF REPORTING REQUIREMENTS

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. 28	TOTAL
JURY FUND			
DAWN DONUTS	43.50	520774	43.50**
ROAD & BRIDGE PCT.#1			
ACE IMAGEWEAR	57.66	520691	
AT&T	62.89	520694	
DEPARTMENT OF INFORMATION RESOURCES	.08	520705	
VERIZON WIRELESS	76.02	520715	
MARTIN PRODUCT SALES LLC	15,957.90	520735	
CAT5 RESOURCES LLC	2,909.91	520769	
REXEL USA INC	842.41	520783	
TRIANGLE EQUIPMENT II LLC	278.10	520836	20,184.97**
ROAD & BRIDGE PCT.#2			
MOTION INDUSTRIES, INC.	182.59	520680	
PHILPOTT MOTORS, INC.	1,075.00	520682	
ACE IMAGEWEAR	39.84	520691	
SMART'S TRUCK & TRAILER, INC.	47.48	520692	
BUMPER TO BUMPER	121.14	520732	
MARTIN PRODUCT SALES LLC	16,092.00	520735	
TEMPERATURE TECHNICIAN	883.63	520776	
WASHINGTON COUNTY TRACTOR, INC	134.02	520810	
AMAZON CAPITAL SERVICES	98.47	520823	18,674.17**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,337.61	520644	
FARM & HOME SUPPLY	18.44	520656	
ENTERGY	295.96	520665	
SANITARY SUPPLY, INC.	474.30	520689	
DEPARTMENT OF INFORMATION RESOURCES	.10	520705	
VERIZON WIRELESS	38.03	520715	
LOWE'S HOME CENTERS, INC.	119.60	520725	
TEXAS GAS SERVICE	190.13	520727	
MARTIN PRODUCT SALES LLC	120.00	520735	
ALL SERV INDUSTRIAL LLC	282.76	520742	
ON TIME TIRE	130.00	520750	
1800RADIATOR & AC	537.00	520770	
ALL TERRAIN EQUIPMENT CO	127.96	520780	
GERALD T PELTIER JR	200.00	520794	
MUNRO'S UNIFORM SERVICES, LLC	23.95	520819	
BEST BUY AUTO EQUIPMENT	27,317.64	520837	32,213.48**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	109.90	520642	
SPIDLE & SPIDLE	5,032.85	520644	
CITY OF BEAUMONT - WATER DEPT.	24.21	520649	
ENTERGY	1,305.52	520665	
M&D SUPPLY	9.92	520677	
SANDIFER'S LP GAS CO.	100.00	520688	
SANITARY SUPPLY, INC.	449.68	520689	
SOUTHEAST TEXAS WATER	92.50	520693	
UNITED STATES POSTAL SERVICE	8.20	520721	
US POSTAL SERVICE	146.00	520724	
MARTIN PRODUCT SALES LLC	27,336.40	520735	
ON TIME TIRE	554.38	520750	
ASCO	5,559.64	520759	
O'REILLY AUTO PARTS	2,692.17	520787	
GULF COAST	2,490.75	520793	
ODP BUSINESS SOLUTIONS, LLC	160.43	520818	
MUNRO'S UNIFORM SERVICES, LLC	71.00	520819	
CELLGATE	117.00	520829	
NAVARROS WINDSHIELD INSTALLATION	275.00	520839	46,393.55**
ENGINEERING FUND			
VERIZON WIRELESS	125.66	520713	
UNITED STATES POSTAL SERVICE	3.45	520721	129.11**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	886.89	520665	
VERIZON WIRELESS	37.99	520715	
SAM'S CLUB DIRECT	599.80	520753	
AMAZON CAPITAL SERVICES	164.99	520823	
			1,689.67**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.10	520705	
UNITED STATES POSTAL SERVICE	377.98	520721	
ROCHESTER ARMORED CAR CO INC	378.40	520747	
ODP BUSINESS SOLUTIONS, LLC	294.57	520818	
INSURICA TX INSURANCE SERVICES LLC	71.00	520841	
			1,122.05*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.38	520721	
			1.38*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	7.98	520721	
TYLER TECHNOLOGIES INC	555.00	520795	
ODP BUSINESS SOLUTIONS, LLC	203.70	520818	
			766.68*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	251.62	520721	
			251.62*
COUNTY JUDGE			
TAMARA DEROUEN	400.00	520699	
UNITED STATES POSTAL SERVICE	4.16	520721	
			404.16*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.60	520721	
			3.60*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	203.90	520721	
			203.90*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	457.46	520806	
AMAZON CAPITAL SERVICES	235.42	520823	
			692.88*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	72.38	520721	
			72.38*
GENERAL SERVICES			
JEFFERSON CTY. DISTRICT CLERK	462.00	520673	
CASH ADVANCE ACCOUNT	120.00	520674	
CROWN CASTLE INTERNATIONAL	1,999.98	520729	
SAM'S CLUB DIRECT	116.26	520753	
CHARTER COMMUNICATIONS	2,442.83	520813	
3RD COAST LAWNCARE LLC	7,150.00	520834	
			12,291.07*
DATA PROCESSING			
VERIZON WIRELESS	75.98	520715	
TYLER TECHNOLOGIES INC	185.00	520795	
ODP BUSINESS SOLUTIONS, LLC	230.76	520818	
			491.74*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	557.30	520721	
			557.30*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	1,040.26	520674	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.01	520705	
UNITED STATES POSTAL SERVICE	26.11	520721	
FREDRICK C CRIBBS II	1,401.69	520772	
ROXANNE ACOSTA-HELLBERG	701.71	520827	3,169.78*
DISTRICT ATTORNEY			
JEFFERSON CTY. BAR ASSOCIATION	4,790.00	520671	
UNITED STATES POSTAL SERVICE	94.54	520721	
MCM ELEGANTE HOTEL	2,480.13	520733	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	520771	
GALLS LLC	260.12	520773	
QUENTIN PRICE	71.02	520778	
AMAZON CAPITAL SERVICES	161.82	520823	7,928.63*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	435.50	520721	
ODP BUSINESS SOLUTIONS, LLC	607.16	520818	1,042.66*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,500.00	520643	
THOMAS J. BURBANK PC	16,846.78	520648	
EDWARD B. GRIPON, M.D., P.A.	795.00	520663	
TAMARA DEROUEN	1,991.00	520699	
JOHN D WEST	2,072.99	520706	
UNITED STATES POSTAL SERVICE	3.32	520721	
KIMBERLY R. BROUSSARD	550.00	520739	
LAURIE PEROZZO	900.00	520743	
JAMES R. MAKIN, P.C.	2,600.00	520748	
WILLIAM MARCUS WILKERSON	900.00	520754	
B. E. FRANKLIN LAW FIRM, PLLC	1,800.00	520822	
BENJAMIN ALAN JEFFERIES	900.00	520826	
CRENSHAW LAW FIRM PLLC	13,745.76	520840	44,604.85*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.69	520721	.69*
136TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	301.79	520818	301.79*
172ND DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	165.00	520670	
MITCHELL TEMPLETON	35.00	520799	200.00*
252ND DISTRICT COURT			
WENDELL RADFORD	3,425.00	520685	
UNITED STATES POSTAL SERVICE	2.76	520721	3,427.76*
279TH DISTRICT COURT			
MARVA PROVO	350.00	520683	
ANITA F. PROVO	1,497.50	520684	
NATHAN REYNOLDS, JR.	462.00	520686	
GERMER PLLC	517.00	520702	
KIMBERLY PHELAN, P.C.	1,430.00	520734	
WILLIAM FORD DISHMAN	1,430.00	520764	
ALICIA K HALL PLLC	110.00	520800	
SHELANDER LAW OFFICE	1,100.00	520808	
JULIANNA NICKS	616.00	520831	7,512.50*
317TH DISTRICT COURT			
KEVIN PAULA SEKALY PC	325.00	520690	
CHARLES ROJAS	220.00	520704	
UNITED STATES POSTAL SERVICE	2.07	520721	
KIMBERLY PHELAN, P.C.	2,310.00	520734	
SHELANDER LAW OFFICE	2,090.00	520808	

NAME	AMOUNT	CHECK NO.	TOTAL
GORDON FRIESZ	35.00	520828	4,982.07*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	104.44	520721	104.44*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	57.83	520721	57.83*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	520761	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	520771	208.38*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.06	520705	.06*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.75	520721	
ODP BUSINESS SOLUTIONS, LLC	411.19	520818	435.94*
JUSTICE COURT-PCT 7			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	520654	
AT&T	47.31	520694	
DEPARTMENT OF INFORMATION RESOURCES	.03	520705	118.34*
JUSTICE OF PEACE PCT. 8			
THOMSON REUTERS-WEST	137.38	520761	137.38*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.14	520721	
SIERRA SPRING WATER CO. - BT	77.95	520722	82.09*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	520647	
UNITED STATES POSTAL SERVICE	20.70	520721	
LANGSTON ADAMS	250.00	520726	
MATUSKA LAW FIRM	750.00	520767	1,270.70*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	1,900.00	520643	
A. MARK FAGGARD	1,700.00	520655	
JOHN EUGENE MACEY	300.00	520678	
UNITED STATES POSTAL SERVICE	.69	520721	
JOEL WEBB VAZQUEZ	650.00	520731	
KIMBERLY PHELAN, P.C.	1,050.00	520734	
MATUSKA LAW FIRM	400.00	520767	
LAW OFFICE OF GILES R COLE & ASSOC	800.00	520807	6,800.69*
COURT MASTER			
LAWRENCE E THORNE III	4,388.86	520745	
ODP BUSINESS SOLUTIONS, LLC	313.23	520818	4,702.09*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	11.73	520721	11.73*
SHERIFF'S DEPARTMENT			
FED EX	9.93	520658	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	300.00	520669	
KIRKSEY'S SPRINT PRINTING	24.95	520675	
DEPARTMENT OF INFORMATION RESOURCES	537.28	520705	
VERIZON WIRELESS	3,492.66	520717	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2,676.21	520721	
FIVE STAR FEED	106.50	520728	
RITA HURT	2,750.00	520749	
MAYES WOOD FLOORING	4,750.00	520763	
GALLS LLC	3,603.60	520773	
COTTON CARGO	515.27	520791	
NEIGHBORHOOD VETERINARY CENTERS LLC	1,032.82	520812	
ODP BUSINESS SOLUTIONS, LLC	360.88	520818	
BEAUMONT OCCUPATIONAL SERVICES	695.25	520824	
WILLIAM O HORN	50.00	520832	
			20,905.35*
CRIME LABORATORY			
FED EX	59.38	520659	
VERIZON WIRELESS	37.99	520714	
VECTOR SECURITY	180.66	520779	
ODP BUSINESS SOLUTIONS, LLC	67.99	520818	
			346.02*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	3,444.92	520650	
JACK BROOKS REGIONAL AIRPORT	2,150.49	520672	
MAVERICK COMMUNICATIONS, INC.	483.38	520679	
WORLD FUEL SERVICES	917.29	520744	
CONSTELLATION NEWENERGY - GAS DIVIS	2,870.90	520758	
GALLS LLC	501.77	520773	
MOORE-ALL TEX SUPPLY	319.50	520784	
TRINITY SERVICES GROUP INC	48,171.30	520792	
WORKQUEST	313.13	520809	
ODP BUSINESS SOLUTIONS, LLC	529.18	520818	
			59,701.86*
JUVENILE PROBATION DEPT.			
FED EX	74.63	520657	
VERIZON WIRELESS	54.11	520715	
UNITED STATES POSTAL SERVICE	33.77	520721	
			162.51*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	642.55	520650	
VANSHECA SANDERS-CHEVIS	400.00	520737	
VEQUAL ROBERTS	400.00	520803	
FLOWERS BAKING COMPANY OF HOUSTON	59.85	520820	
			1,502.40*
CONSTABLE PCT 1			
VERIZON WIRELESS	265.14	520715	
UNITED STATES POSTAL SERVICE	57.41	520721	
GOT YOU COVERED WORK WEAR & UNIFORM	161.50	520811	
			484.05*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	520715	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	520715	
			113.97*
CONSTABLE-PCT 6			
GT DISTRIBUTORS, INC.	579.17	520660	
VERIZON WIRELESS	113.97	520715	
UNITED STATES POSTAL SERVICE	16.34	520721	
			709.48*
CONSTABLE PCT. 7			
AT&T	47.31	520694	
VERIZON WIRELESS	113.97	520715	
			161.28*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	520715	
			113.97*
AGRICULTURE EXTENSION SVC			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	425.60	520674	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	520775	
TYLER FITZGERALD	769.63	520789	
ODP BUSINESS SOLUTIONS, LLC	95.89	520818	1,441.12*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	520645	
ENERGY	140.00	520666	
UNITED STATES POSTAL SERVICE	82.32	520721	262.32*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	900.00	520661	
ENERGY	140.00	520667	
AT&T	47.31	520694	
CHARTER COMMUNICATIONS	194.84	520815	1,282.15*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.02	520705	.02*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.22	520715	
CARDINAL HEALTH 110 INC	31,430.55	520762	31,470.77*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	16,835.38	520649	
ECOLAB	242.59	520652	
W.W. GRAINGER, INC.	133.44	520662	
ENERGY	43,065.03	520665	
M&D SUPPLY	91.03	520677	
SANITARY SUPPLY, INC.	2,396.22	520689	
ACE IMAGEWEAR	271.62	520691	
AT&T	422.95	520694	
DEPARTMENT OF INFORMATION RESOURCES	.79	520705	
VOSS LIGHTING	1,335.00	520736	
ADVANTAGE INTERESTS INC	1,180.00	520781	
TEXAS AIRSYSTEMS LLC	810.00	520786	
AT&T CORP	966.94	520804	
AT&T CORP	4,696.04	520805	
AAA ACTION SEPTIC SERVICE LLC	425.00	520830	72,872.03*
MAINTENANCE-PORT ARTHUR			
AT&T	72.06	520694	
LOWE'S HOME CENTERS, INC.	100.55	520725	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	270.00	520741	
PARKER'S BUILDING SUPPLY	22.48	520821	465.09*
SERVICE CENTER			
M&D SUPPLY	359.51	520677	
PHILPOTT MOTORS, INC.	106.20	520682	
S.E. TEXAS AUTO EQUIPMENT	2,293.94	520700	
DEPARTMENT OF INFORMATION RESOURCES	.02	520705	
JEFFERSON CTY. TAX OFFICE	7.50	520707	
JEFFERSON CTY. TAX OFFICE	7.50	520708	
JEFFERSON CTY. TAX OFFICE	7.50	520709	
JEFFERSON CTY. TAX OFFICE	7.50	520710	
JEFFERSON CTY. TAX OFFICE	7.50	520711	
JEFFERSON CTY. TAX OFFICE	7.50	520712	
BUMPER TO BUMPER	169.68	520732	
ACTION OVERHEAD DOOR LLC	1,436.00	520756	
ADVANCE AUTO PARTS	165.37	520757	
SILSBEE FORD INC	1,025.33	520765	
CAT5 RESOURCES LLC	954.57	520769	6,555.62*
MOSQUITO CONTROL FUND			302,623.14**

NAME	AMOUNT	CHECK NO. ³⁴	TOTAL
RITTER @ HOME	67.56	520687	
ACE IMAGEWEAR	74.42	520691	
SUN COAST RESOURCES, LLC.	689.35	520695	
UNITED PARCEL SERVICE	24.31	520697	
AMERICAN TIRE DISTRIBUTORS	1,068.90	520740	
O'REILLY AUTO PARTS	59.93	520787	
CY-FAIR TIRE	39.95	520790	
CHARTER COMMUNICATIONS	88.43	520814	
AMAZON CAPITAL SERVICES	137.52	520823	
SECURITY FEE FUND			2,250.37**
ALLIED UNIVERSAL SECURITY SERVICES	10,626.72	520797	
SHSP/CCP2005/RURAL LAW EN			10,626.72**
GT DISTRIBUTORS, INC.	8,860.66	520660	
JUVENILE PROB & DET. FUND			8,860.66**
VERIZON WIRELESS	71.09	520715	
COMMUNITY SUPERVISION FND			71.09**
DEPARTMENT OF INFORMATION RESOURCES	.06	520705	
VERIZON WIRELESS	33.13	520715	
UNITED STATES POSTAL SERVICE	68.93	520721	
CHARTER COMMUNICATIONS	194.84	520816	
ODP BUSINESS SOLUTIONS, LLC	830.73	520818	
LAW OFFICER TRAINING GRT			1,127.69**
ODP BUSINESS SOLUTIONS, LLC	111.47	520818	
J.P. COURTROOM TECH. FUND			111.47**
DELL MARKETING L.P.	1,214.99	520651	
VERIZON WIRELESS	227.94	520715	
HOTEL OCCUPANCY TAX FUND			1,442.93**
ENTERGY	1,441.72	520665	
CASH ADVANCE ACCOUNT	639.66	520674	
M&D SUPPLY	45.32	520677	
CDW COMPUTER CENTERS, INC.	13,938.40	520701	
DEPARTMENT OF INFORMATION RESOURCES	1.34	520705	
UNITED STATES POSTAL SERVICE	5.52	520721	
FERGUSON ENTERPRISES INC	459.59	520777	
MUNRO'S UNIFORM SERVICES, LLC	58.54	520819	
ISP SUPPLIES LLC	15,895.08	520838	
GLO DISASTER GRANT HOME			32,485.17**
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	3,000.00	520768	
CAPITAL PROJECTS FUND			3,000.00**
MARSH WATERPROOFING & BUILDING	29,600.00	520719	
AIRPORT FUND			29,600.00**
BEAUMONT TRACTOR COMPANY	2,622.02	520646	
EASTEX RUBBER & GASKET	39.15	520653	
LOUIS' YAZOO SALES & SERVICE, LLC	71.85	520676	
MOTION INDUSTRIES, INC.	30.79	520680	
SANITARY SUPPLY, INC.	238.48	520689	
VERIZON WIRELESS	37.99	520715	
UNITED STATES POSTAL SERVICE	.69	520721	
LOWE'S HOME CENTERS, INC.	47.46	520725	
CRAWFORD ELECTRIC SUPPLY COMPANY	168.07	520755	
ADVANCE AUTO PARTS	17.54	520757	
COASTAL BUSINESS FORMS	574.00	520760	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	206.32	520766	

NAME	AMOUNT	CHECK NO. ³⁵	TOTAL
TITAN AVIATION FUELS	41,482.39	520788	
ADB SAFEGATE AMERICAS LLC	303.44	520798	
MUNRO'S UNIFORM SERVICES, LLC	92.08	520819	45,932.27**
SE TX EMP. BENEFIT POOL			
TOM GILLAM, III	8.50	520730	
EXPRESS SCRIPTS INC	150,608.52	520782	
UNITED HEALTHCARE SERVICES INC	145,688.53	520796	
RETIREE FIRST	187,279.75	520833	483,585.30**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	6,555.41	520751	6,555.41**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,745.20	520634	
JEFFERSON CTY. TREASURER	12,810.64	520635	
INTERNAL REVENUE SERVICE	208.00	520636	
JEFFERSON CTY. TREASURER - HEALTH	558,358.52	520637	
JEFFERSON CTY. TREASURER - GENERAL	70.00	520638	
JEFFERSON CTY. TREASURER - PAYROLL	2,164,593.73	520639	
JEFFERSON CTY. TREASURER - PAYROLL	693,077.95	520640	
JEFFERSON CTY. TREASURER - TCDRS	814,652.58	520641	4,261,516.62**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	520715	37.99**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	520746	
RUBEN ZAPATA	300.00	520825	400.00**
ARPA CORONAVIRUS RECOVERY			
DELL MARKETING L.P.	88,450.96	520651	
NUTRITION & SERVICES FOR SENIORS	3,806.25	520681	
BRAVE/ARCHITECTURE INC	116,949.71	520835	209,206.92**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.53	520665	10.53**
GLO DISASTER RECOVERY			
MK CONSTRUCTORS	9,450.00	520752	9,450.00**
GUARDIANSHIP FEE			
BRADLEY LAW FIRM	250.00	520802	250.00**
CNTY & DIST COURT TECH FD			
CDW COMPUTER CENTERS, INC.	357.93	520701	
VERIZON WIRELESS	107.84	520715	465.77**
MARINE DIVISION			
TRI-CON, INC.	13,888.42	520696	
DANNY G. WALKER	235.00	520698	
ADVANCED SYSTEMS & ALARM SERVICES,	2,395.00	520703	
VERIZON WIRELESS	151.96	520716	
SIERRA SPRING WATER CO. - BT	38.49	520723	
BUMPER TO BUMPER	279.68	520732	
THE DINGO GROUP-PETE JORGENSEN MARI	782.94	520738	
IMAGE 360 BEAUMONT	885.46	520785	
NEXT GENERATION POWER ENGINEERING	694.05	520801	19,351.00**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	520718	114.39**
2021 PORT SECURITY GRANT			

NAME

AMOUNT

CHECK NO. 36 TOTAL

HERNANDEZ OFFICE SUPPLY, INC.

6,498.30

520668

6,498.30**
5,554,902.19***

Jefferson County Courthouse
 1149 Pearl St., 4th Floor
 Beaumont, Texas 77701



Office (409) 835-8442
 Fax (409) 835-8628
 eddie.arnold@jeffcotx.us

EDDIE ARNOLD
 Jefferson County
 Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Lori Fountain Pct. #1 Road and Bridge
DATE: 08/29/2024
RE: Funds Transfer

Transfer from Acct. #	111-0102-431.30-01	Asphalt		\$ 73,000.
Transfer to Acct. #	111-0109-431.60-11	Capital-Road Machinery	\$ 73,000.	

This transfer request is to cover the purchase of a 4 wheel drive Kabota tractor and 10' brush hog. See attached estimate.

Please put this on the agenda for next commissioner's court.

Thank you.
 Lori



Contract Numbers:
GM - #706-23
CE - #685-22

M5-111HDC-1 WEB QUOTE #2808180
Date: 8/29/2024 6:39:15 AM
- Customer Information -
Jannise, Jody
Jefferson County Precinct 1
jody.jannise@jeffcotx.us
4098358443

Quote Provided By
Beaumont Tractor Company, Inc.
Kyle Lee
4430 College St.
Beaumont, TX 77707
email: kyle@beaumonttractor.com
phone: 4098663360

-- Standard Features --

-- Custom Options --



M Series

M5-111HDC-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max. PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS:
2400 rpm
Cab: 2600 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II

4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V - 30-Amp 2 Wire Coupler
12V - 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT

Flip-Up PTO Shield
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

M5-111HDC-1 Base Price: \$75,333.00

(1) 3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF	\$187.00
M9116-3RD PTN LEVER KIT/M5-091/M5-111 CAB PNF	
(1) FD (FLOAT DETENT)	\$870.00
M7611-FD (FLOAT DETENT)	
(10) FRONT SUITCASE WEIGHT	\$1,300.00
M8079-FRONT SUITCASE WEIGHT	
(1) FRONT WEIGHT-BUMPER 10 WEIGHT MAX	\$733.00
M8075-FRONT WEIGHT-BUMPER 10 WEIGHT MAX	
(1) BOLT BAR KIT FOR M8075 BRACKET	\$83.00
M8073A-BOLT BAR KIT FOR M8075 BRACKET	
(1) 47 Series Rotary Cutter 540 RPM, 10' Width	\$28,664.00
RC4710-02-21-26-32-40-60-65-75-90-82-47 Series Rotary Cutter 540 RPM, 10' Width	
Configured Price:	\$107,170.00
BUY BOARD Discount:	(\$26,443.80)
SUBTOTAL:	\$80,726.20
Factory Assembly:	\$325.00
Dealer Assembly:	\$254.83
Freight Cost:	\$850.00
PDI:	\$400.00
Trade Kubota M5-091HF s/n 10091	(\$10,000.00)

Total Unit Price: \$72,556.03

Quantity Ordered: 1

Final Sales Price: \$72,556.03

Purchase Order Must Reflect the Final Sales Price

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

2 Rear Halogen Worklights

SELECTED TIRES

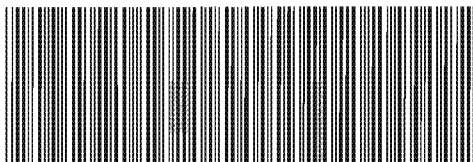
sub456

FRONT - 12.4-24 R1W GOODYEAR OPTITRAC

REAR - 18.4-30 R1W GOODYEAR OPTITRAC

Tires and wheels are not included in base tractor.

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



VG-60-2024-23382

**Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk**

Instrument Number: 23382

Real Property

Recorded On: September 05, 2024 08:46 AM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$0.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 23382
Receipt Number: 20240905000010
Recorded Date/Time: September 05, 2024 08:46 AM
User: Jocelyn G
Station: CCLERK41

Record and Return To:

JUDGE BRANICK
4TH FLOOR
BEAUMONT TX 77701



**STATE OF TEXAS
Jefferson County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX



TEXAS GENERAL LAND OFFICE

COASTAL LEASE NO. CL950002

By virtue of the authority granted by Chapter 33 of the Texas Natural Resources Code, Title 31 of the Texas Administrative Code, all amendments thereto, all other applicable statutes, and subject to all rules and regulations promulgated pursuant thereto, the State of Texas (the "Grantor"), acting by and through the Commissioner of the General Land Office (the "GLO") as Chairwoman of the School Land Board (the "Board") on behalf of the Permanent School Fund (the "PSF"), hereby grants to the grantee (the "Grantee") named under the "Grantee Name" section of Attachment A, the Control Page, the right to use a tract of state-owned real property (the "Premises"), which property is described in the "Premises" section of Attachment A and further depicted in Attachment B-1, B-2 and B-3, for the purposes described in this agreement (the "Agreement").

ARTICLE I: INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, or schedule, unless otherwise specified;
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Agreement, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Agreement; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (e) All attachments within this Agreement, including those referenced by incorporation, and any amendments are considered part of the terms of this Agreement;
- (f) This Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Grantor or by the Grantor by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Grantor shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Agreement that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Agreement shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Agreement.

ARTICLE II: GRANTING CLAUSE

2.01 GRANTING CLAUSE: IN CONSIDERATION OF THE PAYMENTS STATED IN ARTICLE IV OF THIS AGREEMENT AND OTHER CONSIDERATION STATED THEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND ACCORDING TO THE COVENANTS AND COMMITMENTS HEREIN AGREED TO BE KEPT AND PERFORMED BY THE GRANTEE, THE GRANTOR GRANTS TO THE GRANTEE THE RIGHT TO USE THE PREMISES FOR THE PURPOSES AND UNDER THE CONDITIONS AND OBLIGATIONS DESCRIBED IN THE FOLLOWING SECTION OF THIS AGREEMENT.

2.02 SCOPE OF GRANTING CLAUSE: THE GRANTEE'S USE OF THE PREMISES IS SUBJECT TO COMPLIANCE WITH THE FOLLOWING COVENANTS, OBLIGATIONS, AND CONDITIONS:

(a) **Use:** The Premises may be used by the Grantee solely for those uses specified under the "Use(s) of Premises" section of **Attachment A** and for no other purpose. Except as otherwise provided in this Agreement, the Premises are to remain in their current topographical and hydrologic condition during the term of the Agreement. The Grantee is specifically prohibited from modifying the Premises in any manner not authorized in this Agreement and from using, or allowing the use by others, of the Premises for any other purpose.

(b) **Trash:** The Grantee shall be responsible for the removal and disposal of all trash at the Premises, whether or not such trash is generated by the Grantee or its guests and invitees.

(c) **Improvements:**

(i) The Grantee's right to use the Premises is exclusive as to those alterations, additions, and/or improvements located, or to be located, on the Premises (collectively the "Improvements"), as more specifically described under the "Use(s) of Premises" section of **Attachment A** and further depicted on **Attachment B-1, B-2 and B-3**, and non-exclusive as to the remainder. The location of the Improvements shall become fixed as specified under **Attachment B-1, B-2 and B-3** and shall not be changed except by a written amendment to this Agreement. Improvements existing prior to the execution of this Agreement are and shall remain the property of the Grantor;

(ii) Except as otherwise allowed in this Agreement, no construction, land modifications or excavation, or permanent property improvements may be allowed or undertaken without the Grantor's prior express written consent. The Grantee may not maintain or allow any nuisances or public hazards on the Premises, and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance. The Grantee may file a criminal complaint or institute civil proceedings to protect his right of possession and leasehold interest in the Premises against trespass of other infringement of the Grantee's rights by third parties. The Grantee is specifically prohibited from using or allowing the use by others of the Premises for any purpose not stated herein, including, but not limited to, mining, hauling, or otherwise removing rock, sand, gravel, aggregate, or other such materials, without the Grantor's prior express written approval;

(iii) Prior to undertaking construction or installation of Improvements on the Premises, the Grantee shall provide written notice of the terms of this Agreement to each person or entity authorized by the Grantee to perform any such activity on its behalf. If a dispute arises concerning construction or installation of the Improvements, the Grantee shall provide the Grantor with a copy of all applicable notices within ten (10) days of the Grantor's written request;

(iv) The Grantee, in its sole cost and expense, shall make, and be solely responsible for, any repairs, maintenance, or replacements to the Improvements that the Grantor considers necessary or as required by this Agreement. If the Grantee fails or refuses to honor such a request, or in case of an emergency, the Grantor may make such repairs, maintenance, renewals, or replacements. **THE GRANTEE WAIVES ANY CLAIM FOR DAMAGE CAUSED THEREBY AND IS LIABLE TO THE GRANTOR FOR ANY COSTS INCURRED;**

(v) Prior to expiration of this Agreement or upon notice of termination, the Grantee shall remove all of the Improvements, remove any resulting debris, and pay Grantor all monies due. The grantee shall take whatever measures are necessary to restore the area involved as nearly as practicable to the same condition that existed prior to placement of any Improvements. If the Grantee fails to comply with this provision, the Grantor shall have the right to perform the work, in which event the Grantee shall be liable to the Grantor for all cost, loss, and damage incurred by the Grantor;

(vi) Notwithstanding the preceding, pursuant to Title 31 of the Texas Administrative Code, the Grantor may waive the removal/restoration requirements in this Section if, in the Grantor's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State; and

(vii) Grantee shall insure that all Improvements constructed, placed, or operated by it on the Premises are visible to operators of marine craft at all times. Grantee shall further take any and all steps necessary to insure that Improvements constructed, placed, or operated by it on the Premises do not constitute a hazard to operators of marine craft. Grantee may not restrict or prevent other persons from access to navigating open, navigable waters.

(d) **Adjacent Property:**

(i) The Premises are located adjacent to property that is owned by the Grantee or in which the Grantee has a possessory interest (the "Adjacent Property") and is further described under the "Adjacent Property" section of **Attachment A**; and

(ii) If the Grantee is divested of its interest in the Adjacent Property, the Grantor may terminate this Agreement upon ten (10) days written notice to the Grantee.

(e) **Special Conditions:** The Grantee shall adhere to the special conditions, if any, listed under the "Special Conditions" section of **Attachment A**.

2.03 AS IS: THE GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION OF THE GRANTOR WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING ON THE GRANTEE'S OWN INSPECTION OF THE PREMISES. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS AGREEMENT IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. THE GRANTEE IS PUT ON NOTICE THAT OTHER GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND THE GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GLO AND RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

2.04 RESERVATIONS: THE GRANTOR RESERVES THE FULL USE OF THE PREMISES AND ALL RIGHTS WITH RESPECT TO ITS SURFACE AND SUBSURFACE FOR ANY AND ALL PURPOSES EXCEPT FOR THOSE GRANTED TO THE GRANTEE. THE FOREMENTIONED RESERVED FULL USE OF THE PREMISES BY THE GRANTOR INCLUDES THE RIGHT OF INGRESS, EGRESS, AND USE OF THE PREMISES BY THE GRANTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND OTHER AUTHORIZED USERS FOR ANY AUTHORIZED PURPOSE.

2.05 RIGHT OF ENTRY

(a) In any circumstances where the Grantor is granted a right of entry on the Premises during the term of the Agreement, no such entry shall constitute an eviction or disturbance of the Grantee's use and possession of the Premises, a breach by the Grantor of any of its obligations hereunder, render the Grantor liable for damages for loss of business or otherwise, entitle the Grantee to be relieved from any of its obligations hereunder, grant the Grantee any right of off-set or recoupment, or other remedy.

(b) In exercising any right of entry, the Grantor agrees to exercise its right of entry only at reasonable times (except in an emergency) for purposes of inspection, repair, and as necessary to protect the State's interests, and the Grantor agrees not to unreasonably interfere with the Grantee's authorized use of the Premises. The Grantee shall provide the Grantor with keys or combinations to all locks that may limit access to the Premises.

(c) Further, the Grantee authorizes the State, its officers, agents, representatives, and employees to access the Premises over and across Grantee's Adjacent Property. Grantor agrees to use the Adjacent Property only to the extent and for the length of time necessary to provide access to and from the Premises. The foregoing authorization creates a license only, and does not create an easement over the Adjacent Property.

(d) Grantee acknowledges that Grantor's right of ingress and egress shall remain in effect as long as any improvements placed on the Premises by Grantee remain on the Premises and/or as necessary for Grantor to confirm the removal (in whole or in part) of those improvements.

(e) Any aforementioned right of entry shall survive the termination of this Contract.

2.06 DAMAGE OR DESTRUCTION OF PREMISES AND/OR IMPROVEMENTS: NO DAMAGE TO THE PREMISES, OR DAMAGE TO OR DESTRUCTION OF ANY IMPROVEMENTS, SHALL IN ANY WAY ALTER, AFFECT, OR MODIFY THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT ANY SUCH DAMAGE OR DESTRUCTION EXCEEDS THE COST LISTED UNDER THE "COST OF DAMAGE" SECTION OF ATTACHMENT A PER EVENT TO REPAIR, THE GRANTEE SHALL GIVE WRITTEN NOTICE TO GRANTOR WITHIN SEVEN (7) CALENDAR DAYS OF THE DAMAGE OR DESTRUCTION, INCLUDING A DESCRIPTION OF THE DAMAGE OR DESTRUCTION AND, AS FAR AS KNOWN TO THE GRANTEE, THE CAUSE OF THE DAMAGE OR DESTRUCTION. THE GRANTEE SHALL IMMEDIATELY REMOVE ALL DEBRIS RESULTING FROM SUCH

DAMAGE OR DESTRUCTION AND TAKE SUCH ACTION AS IS NECESSARY TO PLACE THE PREMISES IN A NEAT, SAFE CONDITION. WITHIN 90 DAYS OF THE EVENT CAUSING THE DAMAGE OR DESTRUCTION, THE GRANTEE MUST EITHER REPAIR OR REPLACE THE IMPROVEMENTS, IF PERMITTED BY LAW, OR RETURN THE PREMISES TO THEIR NATURAL CONDITION. THE GRANTOR MAY MAKE REPAIRS OR REPLACEMENTS PURSUANT TO THIS SECTION, WHEREUPON THE GRANTEE SHALL BE LIABLE TO PAY THE GRANTOR, UPON DEMAND, THE COST AND EXPENSE INCURRED IN ACCOMPLISHING SUCH ACTION. ANY FAILURE BY THE GRANTEE TO MAKE SUCH PAYMENT TO THE GRANTOR MAY BE TREATED BY THE GRANTOR AS AN EVENT OF DEFAULT.

ARTICLE III: TERM

The effective date and termination date of this Agreement are specified under the "Effective and Termination Dates" section of Attachment A, unless renewed or earlier terminated as provided herein. Unless otherwise specified herein, renewal of this Agreement is at the sole discretion of the Grantor.

ARTICLE IV: CONSIDERATION

THE GRANTEE SHALL PAY, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE PAYMENT(S) AND/OR FEE(S) LISTED UNDER THE "PAYMENT(S) AND/OR FEE(S)" SECTION OF ATTACHMENT A ON OR BEFORE THE DUE DATE.

ARTICLE V: EVENTS OF DEFAULT

5.01 EVENTS OF DEFAULT: WITH RESPECT TO THE GRANTEE, IT SHALL BE AN EVENT OF DEFAULT HEREUNDER ("EVENT OF DEFAULT") IF:

- (a) the Grantee fails or refuses to timely pay Consideration or any other payments required by this Agreement after it becomes due;
- (b) the Grantee fails or refuses to comply, timely perform, or observe any of the covenants, duties, obligations, and/or conditions under this Agreement;
- (c) the Grantee abandons or vacates the Improvements, the Premises, or any significant portion thereof;
- (d) there is an entry of a court order requiring the dissolution, winding up, or termination of the Grantee's business affairs; or
- (e) the Grantee fails to materially comply with rules and regulations in the Texas Administrative Code, the Texas Natural Resources Code, or any other rules or regulations promulgated by any state or federal governmental entity with proper jurisdiction over any of the uses permitted under this Agreement, unless such a failure to comply is redressed through an enforcement action by an applicable state agency with proper jurisdiction.

5.02 NOTICE AND CURE: There shall be no consequences for an Event of Default under this Agreement, unless the defaulting party receives written notice of the Event of Default and such Event of Default continues for a period of 30 days after the defaulting party receives the notice. A notice of Event of Default shall specify the event or events constituting the default. This 30 day period shall be extended if the act, event, or condition is one that by its nature or circumstances reasonably requires more than 30 days to cure; provided, however, the defaulting party shall promptly and in good faith initiate and diligently pursue measures that are expected to cure or eliminate the Event of Default in a reasonable period of time. If either party fails to cure an Event of Default, the non-defaulting party shall be entitled to terminate this Agreement by written notice. This notice and cure provision does not apply to an Event of Default under provision 5.01(a) or any emergency situations that affect public health or safety.

5.03 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER: IF AN EVENT OF DEFAULT OCCURS AND THE GRANTEE FAILS TO CURE WITHIN THE PERIOD PROVIDED ABOVE, THE GRANTOR MAY, AT ITS OPTION, DO ANY ONE OR MORE OF THE FOLLOWING:

- (a) terminate this Agreement by sending written notice of such termination, in which event the Grantee shall immediately surrender possession of the Premises to the Grantor (such termination shall not prejudice the rights of the Grantor for any claim of payments due);

- (b) enter upon and take possession of the Premises and expel or remove the Grantee and any other occupant, with or without having terminated the Agreement; or
- (c) alter locks and other security devices, if any, at the Premises.

The failure of either the Grantee or the Grantor to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any other right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Grantee or the Grantor may be exercised from time-to-time and as often as may be deemed expedient by the Grantee or the Grantor, as the case may be. In an Event of Default, the Grantor shall have the option, but not the obligation, to mitigate its damages.

ARTICLE VI: GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

6.01 ASSIGNMENT: THE GRANTEE SHALL NOT ASSIGN OR OTHERWISE DISPOSE OF AN INTEREST IN THIS AGREEMENT OR THE PREMISES WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE GRANTOR; AND ANY ATTEMPT TO ASSIGN OR OTHERWISE DISPOSE WITHOUT CONSENT SHALL BE VOID AND OF NO EFFECT. THIS PROHIBITION AGAINST ASSIGNING OR DISPOSITION SHALL BE CONSTRUED TO INCLUDE A PROHIBITION AGAINST ANY ASSIGNMENT OR DISPOSITION BY OPERATION OF LAW. IF THIS AGREEMENT IS ASSIGNED, OR IF AN INTEREST IN THIS AGREEMENT OR THE PREMISES IS DISPOSED OF, THE GRANTOR MAY NEVERTHELESS COLLECT CONSIDERATION FROM THE ASSIGNEE AND APPLY THE NET AMOUNT COLLECTED TO THE CONSIDERATION PAYABLE HEREUNDER. NO SUCH TRANSACTION OR COLLECTION OF CONSIDERATION SHALL RELEASE THE GRANTEE FROM THE FURTHER PERFORMANCE OF ITS COVENANTS, DUTIES, AND OBLIGATIONS.

6.02 INDEMNITY: EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GRANTOR, THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE GRANTOR AND THE GRANTOR'S OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS AGREEMENT;
- THE USE OR OCCUPANCY OF THE PREMISES;
- ANY NEGLIGENCE, ACT, OMISSION, NEGLECT, OR MISCONDUCT OCCURRING IN, ON, OR ABOUT THE PREMISES; OR
- ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

THE GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PREMISES. THE GRANTEE EXPRESSLY AGREES TO USE AND OCCUPY THE PREMISES AND PLACE ANY IMPROVEMENTS ON THE PREMISES AT ITS OWN RISK. THE GRANTEE SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GRANTOR.

6.03 PROTECTION OF NATURAL AND HISTORICAL RESOURCES

(a) **Unauthorized Discharge:** The Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, or water in, on, or about the Premises through an unauthorized discharge, and to protect and preserve natural resources and wildlife habitat. In the event of such discharge or damage to natural resources in, on, or about the Premises that is the result of an act or omission of the Grantee, its officers, employees, agents, representatives, contractors, and/or invitees, the Grantee shall immediately notify appropriate agencies of the State of Texas and the Grantor and undertake all required and appropriate action to remedy the same. The Grantee shall be liable for all damages to the Premises, public lands, and waters as a result of such act or omission and for mitigation of any such damages.

(b) **Natural Historical Preservation Act and Antiquities Code of Texas:** THE GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AND THE ANTIQUITIES CODE OF TEXAS. IN

THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT, OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, THE GRANTEE SHALL IMMEDIATELY CEASE SUCH ACTIVITIES AND SHALL IMMEDIATELY NOTIFY THE GRANTOR AND THE TEXAS HISTORICAL COMMISSION, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

6.04 COMPLIANCE WITH OTHER LAWS; NUISANCE: THE GRANTEE, AT ITS OWN EXPENSE, WILL COMPLY WITH ALL FEDERAL, STATE, MUNICIPAL, AND OTHER LAWS, CODES, ORDINANCES, RULES, AND REGULATIONS APPLICABLE TO THE PREMISES; AND WILL INSTALL, REMOVE, AND ALTER SUCH EQUIPMENT AND FACILITIES IN, AND MAKE SUCH ALTERATIONS TO, THE PREMISES AS MAY BE NECESSARY TO COMPLY. THE GRANTEE WILL NOT MAKE ANY UNLAWFUL USE OF THE PREMISES OR PERMIT ANY UNLAWFUL USE THEREOF; AND WILL NOT COMMIT, OR PERMIT ANYONE ELSE TO COMMIT, ANY ACT THAT IS A NUISANCE OR ANNOYANCE TO THE GRANTOR OR ADJACENT PROPERTY OWNERS OR TENANTS, OR WHICH MIGHT, IN THE EXCLUSIVE JUDGMENT OF THE GRANTOR, DAMAGE THE GRANTOR'S GOODWILL OR REPUTATION, OR TEND TO INJURE OR DEPRECIATE THE VALUE OF THE PREMISES AND/OR ANY IMPROVEMENTS LOCATED THEREON. THE OBLIGATIONS OF THE GRANTEE UNDER THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

6.05 NOTICE

(a) The Grantee shall provide written notice to the Grantor of any change in the Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement. The Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within 30 days following such request.

(b) Any payments and required written notices under this Agreement shall be delivered by hand, facsimile, or United States Registered or Certified Mail, adequate postage prepaid, to the address(es) listed under the "Address(es) for Notification" section of Attachment A. A party may change its address by giving notice as provided above. No change of address shall be binding until notice of such change of address is given as required.

6.06 SEVERABILITY: IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE UNENFORCEABLE BY A COURT OF LAW OR EQUITY, THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH PROVISION DID NOT EXIST AND THE NON-ENFORCEABILITY OF SUCH PROVISION SHALL NOT BE HELD TO RENDER ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT UNENFORCEABLE.

6.07 ENTIRE AGREEMENT: THIS AGREEMENT AND ITS ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND SUCH ARE INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE PROMISES, REPRESENTATIONS, NEGOTIATIONS, DISCUSSIONS, AND OTHER AGREEMENTS THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF. UNLESS AN ATTACHMENT TO THIS AGREEMENT SPECIFICALLY DISPLAYS A MUTUAL INTENT TO AMEND A PARTICULAR PART OF THIS AGREEMENT, GENERAL CONFLICTS IN LANGUAGE BETWEEN ANY SUCH ATTACHMENT AND THIS AGREEMENT SHALL BE CONSTRUED CONSISTENTLY WITH THE TERMS OF THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE TERMS OF THIS AGREEMENT, NO MODIFICATION, RENEWAL, EXTENSION, OR AMENDMENT TO THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES UNLESS THE SAME IS IN WRITING AND SIGNED BY THE RESPECTIVE PARTIES HERETO.

6.08 TAXES: THE GRANTEE SHALL, AS FURTHER CONSIDERATION FOR THIS AGREEMENT, PAY AND DISCHARGE ALL "TAXES" (AS HEREINAFTER DEFINED) PROPERLY ASSESSED IN ANY CALENDAR YEAR (OR PORTION THEREOF) DURING THE TERM OF THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "TAXES" MEANS ALL TAXES, ASSESSMENTS, IMPOSITIONS, LEVIES, CHARGES, EXCISES, FEES, LICENSES, AND OTHER SUMS (WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER UNDER THE PRESENT SYSTEM OF TAXATION OR SOME OTHER SYSTEM), THAT DURING THE TERM OF THIS AGREEMENT MAY BE LEVIED, ASSESSED, CHARGED, OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR OTHER TAXING AUTHORITY OR ACCRUE ON THE PREMISES AND ANY IMPROVEMENTS OR OTHER PROPERTY THEREON, WHETHER BELONGING TO THE GRANTOR OR THE GRANTEE, OR TO WHICH EITHER OF THEM MAY BECOME LIABLE IN RELATION THERETO. THE TERM "TAXES" SHALL ALSO INCLUDE ALL PENALTIES, INTEREST, AND OTHER CHARGES PAYABLE BY REASON OF ANY DELAY OR FAILURE OR REFUSAL OF THE GRANTEE TO MAKE TIMELY PAYMENTS AS REQUIRED PURSUANT TO THIS PROVISION. THE GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS FROM LIABILITY FOR ANY AND ALL

TAXES, TOGETHER WITH ANY INTEREST, PENALTIES, OR OTHER SUMS IMPOSED, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

6.09 ENCUMBRANCE OF INTEREST: THE GRANTEE MAY NOT MORTGAGE, HYPOTHECATE, ENCUMBER, OR GRANT ANY DEED OF TRUST OR SECURITY INTEREST THAT ENCUMBERS THE PREMISES. FURTHER, THE GRANTEE MAY NOT COLLATERALLY ASSIGN ANY RENT OR OTHER INCOME GENERATED FROM THE PREMISES. PRIOR TO EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE GRANTEE WILL PROVIDE THE GRANTOR WITH DOCUMENTATION SUFFICIENT TO EVIDENCE THE GRANTOR'S OWNERSHIP OF THE IMPROVEMENTS NOT REQUIRED TO BE REMOVED PER ARTICLE II.

6.10 PROPER AUTHORITY: EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

6.11 RELATIONSHIP OF THE PARTIES: NOTHING CONTAINED IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE, TO CREATE RELATIONSHIPS OF AN EMPLOYER-EMPLOYEE OR PRINCIPAL-AGENT, OR TO OTHERWISE CREATE FOR THE GRANTOR ANY LIABILITY WHATSOEVER WITH RESPECT TO THE INDEBTEDNESS, LIABILITIES, AND OBLIGATIONS OF THE GRANTEE OR ANY OTHER PARTY.

6.12 GRANTEE'S WAIVER OF CERTAIN RIGHTS AND ASSERTIONS: THE GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS THAT THE GRANTEE MIGHT HAVE TO CLAIM ANY NATURE OF LIEN AGAINST THE GRANTOR AND THE PREMISES, OR WITHHOLD OR DEDUCT FROM OR OFFSET AGAINST ANY CONSIDERATION OR OTHER SUMS PROVIDED HEREUNDER TO BE PAID TO THE GRANTOR BY THE GRANTEE. THE GRANTEE WAIVES AND RELINQUISHES ANY RIGHT, EITHER AS A CLAIM OR AS A DEFENSE, THAT THE GRANTOR IS BOUND TO PERFORM OR IS LIABLE FOR THE NONPERFORMANCE OF ANY IMPLIED COVENANT OR IMPLIED DUTY OF THE GRANTOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

GRANTOR: THE STATE OF TEXAS

DocuSigned by:
Signature: *D. Buckingham* Date: 8/7/2024
DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office
Chairwoman, School Land Board

APPROVED:

Contents: *YS DLR*
Legal: *AH*
Deputy Director: *TL*
Executive: *aj* *JG*

COASTAL LEASE: CL950002

GRANTEE:
Jefferson County

By: _____
(Signature)

Jeff Branick
(Printed Name)

Jefferson County Judge
(Title)

Date: 7/30/2024



ATTEST [Signature]
DATE 9/3/24

ACKNOWLEDGMENT

STATE OF Texas §

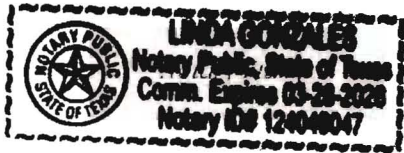
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 30th day of July 20 24,
by Jeff Branick for Jefferson County.

[Signature]
(Notary Signature)

Notary Public, State of Texas

My commission expires: 3-28-28



ATTACHMENT A: CONTROL PAGE
COASTAL LEASE CL950002

GRANTEE'S NAME

Jefferson County

PREMISES

A portion of State Tract Number 43, Sabine Lake, Jefferson County, Texas (the "Premises"). The Premises are further described and depicted on Attachment B-1, B-2 and B-3 attached hereto and incorporated herein by reference.

USE(S) OF PREMISES

Authorized Use(s) of the Premises: A public project consisting of a 10' x 215' walkway, 14' x 16' concrete platform, 10' x 290' walkway, 24' x 26' concrete platform, 4' x 6' stairs, and three (3) 6' x 34' walkways comprising 6,534 square feet; a 1' x 60' breakwater comprising 60 square feet; two (2) 8' x 15' concrete boat ramps, 15' x 40' concrete boat ramp, and 14' x 40' concrete boat ramp comprising 1,400 square feet; two (2) 20' x 95' dredged areas encumbering 3,800 square feet; and 8' x 48' and 8' x 72' bands of riprap comprising 960 square feet, for a total project encumbrance of 12,754 square feet of coastal public land.

ADJACENT PROPERTY

A portion of State Tract 43, Sabine Lake, Jefferson County, as recorded in the real property records of Jefferson County, Texas.

SPECIAL CONDITIONS

1. Grantee is specifically prohibited from using or permitting the use of the Premises for any commercial or illegal purpose. Provided the Grantor does not unreasonably interfere with Grantee's use of the Premises, the Grantor may use or permit the use of the Premises for any purpose consistent with Grantee's use of the Premises.
2. Grantee shall notify the General Land Office, LaPorte Field Office in writing at least sixty (60) days prior to undertaking any maintenance dredging activities occurring during the term of this contract.
3. All maintenance dredging activities are to be confined within the limits of the authorized excavation areas.
4. Depth of the dredged area authorized herein shall not exceed 8 feet below High Water Mark (HWM). Over-dredging for advance maintenance is specifically prohibited.
5. Grantee must notify the General Land Office, in writing, at least thirty (30) days prior to modification, rebuilding, major repair, or removal of any structure authorized in this instrument.
6. All dredged material (spoil) authorized by this instrument shall be placed and contained in authorized disposal areas above the limits of mean high water, and Grantee waives any right to claim ownership of coastal land created by the deposition or run-off of the dredged material.

COST OF DAMAGE

One Thousand and No/100 Dollars (\$1,000) per event.

EFFECTIVE AND TERMINATION DATES

This Agreement is for a total period of ten (10) years, effective on April 1, 2020, and terminating on March 31, 2030.

PAYMENT(S) AND/OR FEE(S)

In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Grantor and Grantee acknowledge that no rental fees shall be assessed for the described use of the Premises while Grantee is not in default of the terms agreed upon herein.

ADDRESS(ES) FOR NOTIFICATION

Grantor's Contact Information

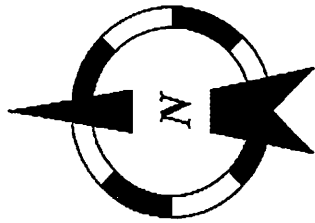
Name: Texas General Land Office
Title: Director, Coastal Field Operations
Address: 1700 N. Congress Avenue
Address: Austin, Texas 78701-1495

Grantee's Contact Information

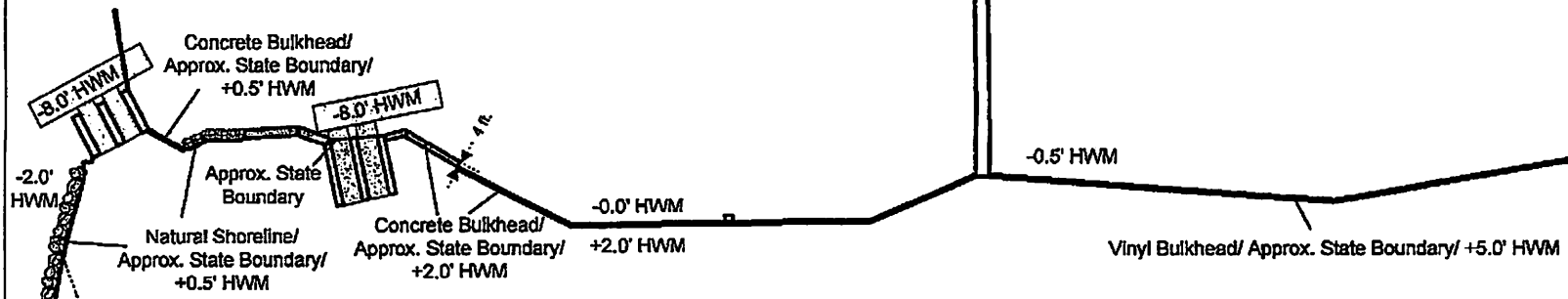
Name: Jefferson County
Address: 1149 Pearl St.
Address: Beaumont, TX 77701-3638

ATTACHMENT B-1, B-2 AND B-3:

Sabine Lake
 State Tract 43
 Jefferson County



See ATT B-2 and B-3 for
 structure dimensions

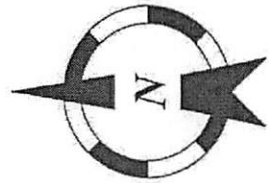


Legal Description:
 A portion of State Tract 43, Sabine Lake,
 Jefferson County

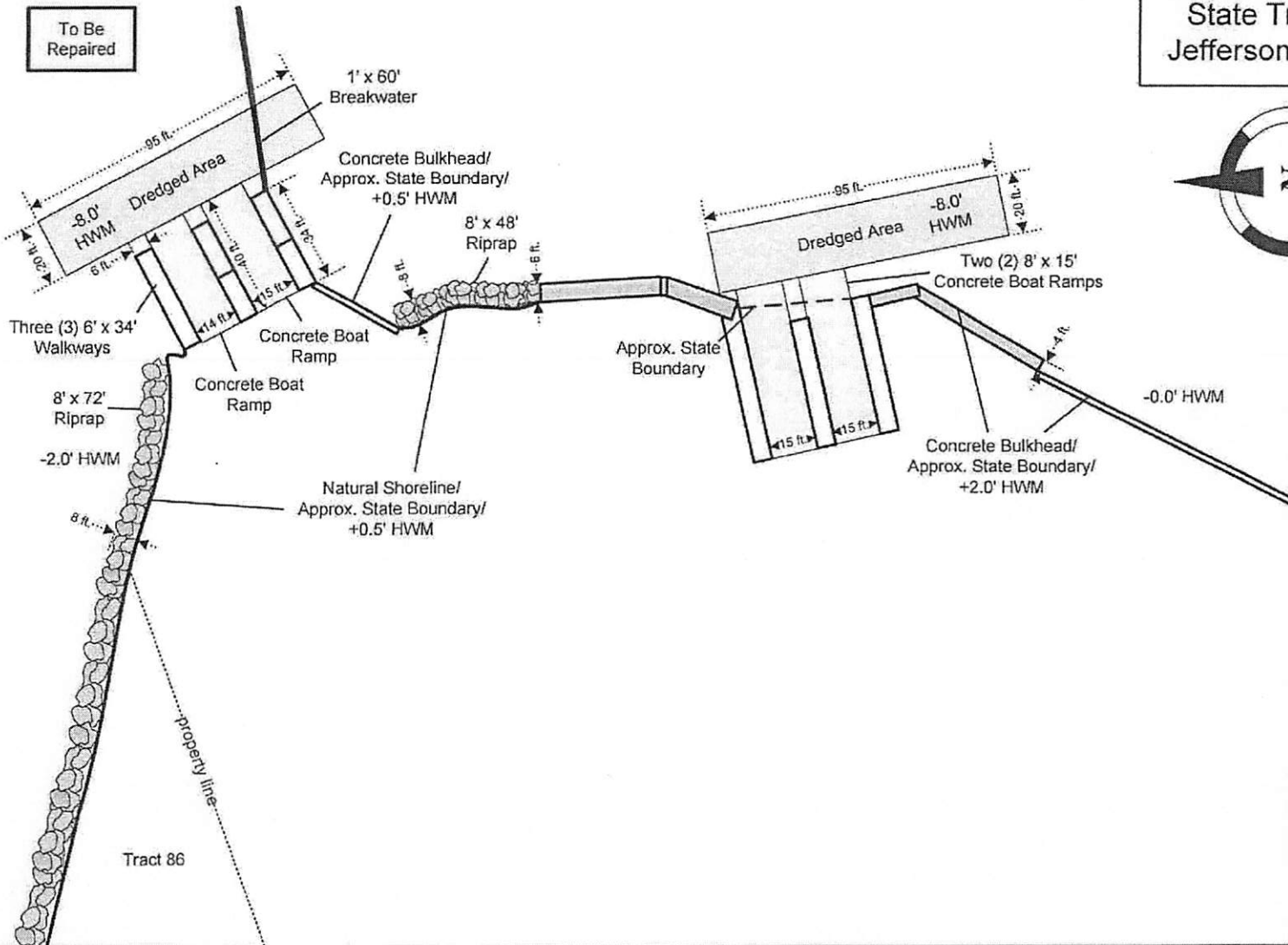
Title: CL950002 Jefferson County	Date Of Inspection: 04/25/24
Company: Texas General Land Office	Prepared By: KNaz
Scale: Not to Scale	Attachment B-1

Tract 86

Sabine Lake
 State Tract 43
 Jefferson County



To Be
 Repaired



Title: CL950002 Jefferson County

Date Of Inspection: 04/25/24

Company: Texas General Land Office

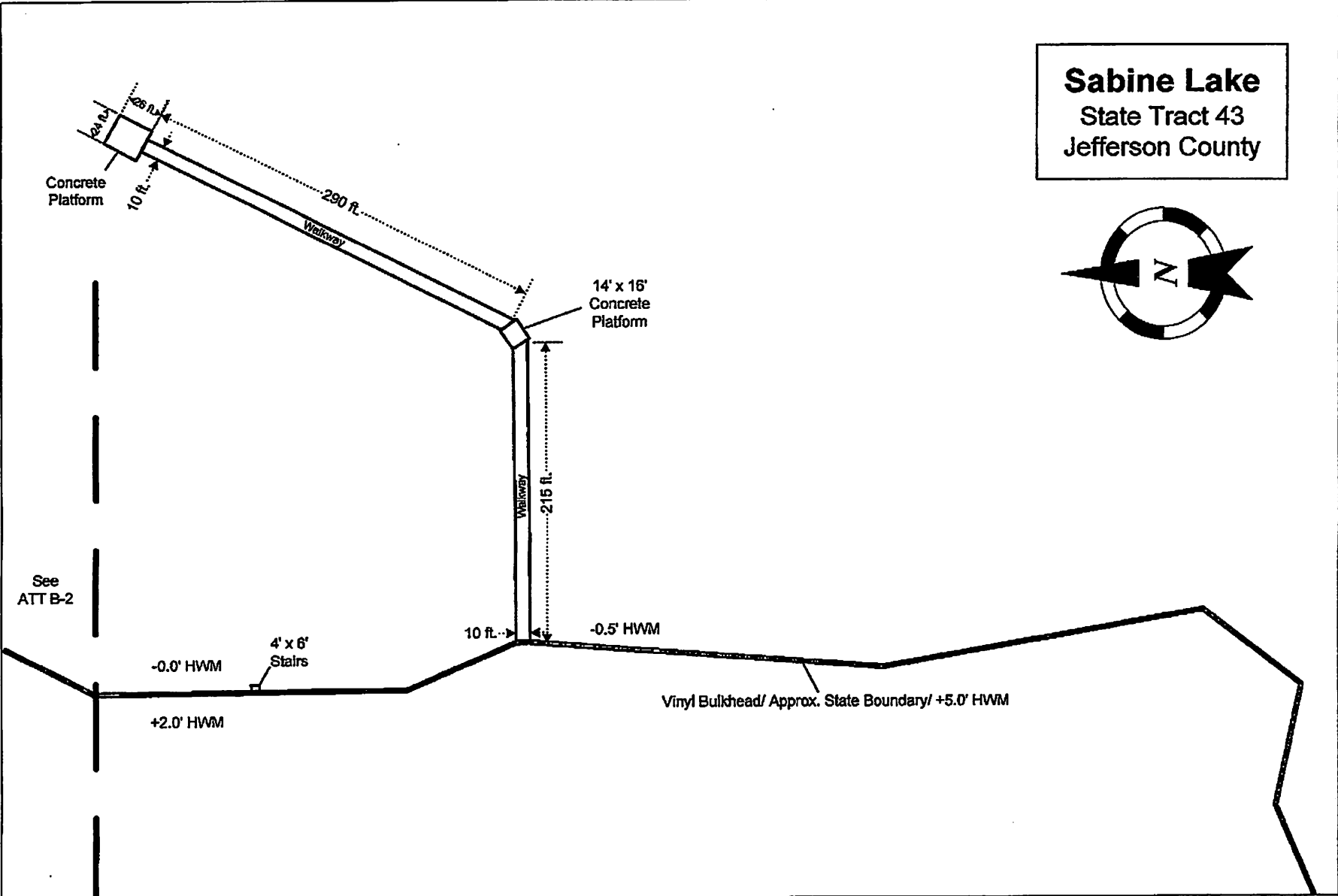
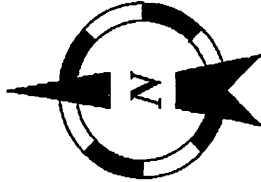
Prepared By: KNaz

Scale: Not to Scale

Attachment B-2

See
 ATT B-3

Sabine Lake
 State Tract 43
 Jefferson County



Title: CL950002 Jefferson County

Date Of Inspection: 04/25/24

Company: Texas General Land Office

Prepared By: KNaz

Scale: Not to Scale

Attachment B-3

ROADWAY AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

§

BE IT KNOWN, that on this August 15, 2024, Jefferson County, Texas, a ("Landowner"), whether one or more, hereby grants to Air Liquide Large Industries U.S. LP, ("Company"), its successors and assigns, the right to use the existing private road (the "Roadway") located on Landowner's following described land (the "Property") in Jefferson County, Texas, to wit:

PID: 130650 - P HUMPHREYS ABS 32 TR 23-C 72.964 OF 313.801 AC NORTH OF HWY 3514

together with the right, power, and privilege, but not the obligation, of maintaining, repairing and improving the Roadway, as set forth herein. The location of the Roadway is substantially as shown on Exhibit "A" attached hereto and incorporated herein by reference.

This Roadway Agreement ("Agreement") shall commence on September 16, 2024 (the "Effective Date"). Notwithstanding anything to the contrary contained in this Agreement, Company has the sole right to terminate this Agreement, at any time, by giving Landowner prior written notice of its election to.

Company shall leave all gates located upon the Roadway open or closed as found, locked or unlocked as found, and shall keep the Roadway and Property reasonably free from trash and debris created by Company. Company agrees to provide notice of these restrictions to all of its employees, contractors, agents and invitees who may use said Roadway and all such employees, contractors, agents, and invitees shall be bound by said restrictions.

Company shall be responsible for any damage to the Roadway to the extent such damage was caused by Company's use of the Roadway. If Landowner has granted any leases to tenants to occupy and use the Property, upon receipt of any applicable tenants' name(s) and mailing address(es) from Landowner, Company shall provide notice to Landowners' tenants, prior to exercising the permission and rights herein granted, and shall coordinate its operations on the Roadway so as to avoid unnecessary interference with said tenants' use of the Property.

Company shall not place, or cause to be placed, any fences, gates, or other facilities on the Roadway without first obtaining Landowner's written consent. Company shall not remove any minerals, sand, gravel, earth or other substances from the Roadway without first obtaining Landowner's written consent.

Company hereby releases, indemnifies and holds Landowner harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by Company, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about Landowner's premises. **Company, INDEMNIFIES AND HOLDS LANDOWNER, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM COMPANY ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF LANDOWNER. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES COMPANY/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

Except as otherwise specified herein, all notices required or which may be given hereunder shall be deemed as properly given if in writing and delivered personally, or sent by overnight delivery, charges prepaid, or by certified United States mail with postage prepaid, return receipt requested, addressed to Landowner or Company, as the case may be, at the address set forth below, or such other address as such party may from time to time advise the other party in writing in accordance with this provision. Notice shall be deemed given when personally delivered, on the next business day if sent by overnight delivery, or three (3) days after being deposited in the U.S. mail if sent certified, return receipt requested.

To Landowner: Jefferson County, Texas
1149 Pearl Street, Beaumont, Texas 77701

To Company: Air Liquide Large Industries U.S. LP
Attn: Beaux Broach; 3011 Pasadena Freeway, Suite 190 Pasadena, Texas 77503

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to this Agreement shall be binding upon Landowner or Company unless reduced to writing and signed by authorized representatives of both parties

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. The parties hereto agree that an electronic copy of the signature of the person executing this Agreement on behalf of each party (including, but not limited to, signatures contained in PDF files) may be used for any and all purposes, with the same force and effect as an original of any such signature.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the Effective Date.



ATTEST [Signature]
DATE 9/31/2024

LANDOWNER

Jefferson County, Texas

Signed [Signature]

Jeff Branick

Printed Name

COMPANY

Air Liquide Large Industries U.S. LP

Signed [Signature]

Beaux Broach

Printed Name

Director of Right of Way
Title

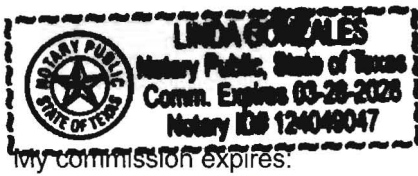
STATE OF TEXAS

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COUNTY OF JEFFERSON

Linda Gonzales LG

On this 3rd day of September, 2024, before me Jeff Branick, the undersigned Notary Public, personally appeared Jeff Branick, known to me (or proved to me on the oath of _____ or through satisfactory evidence which was _____ who, being by me duly sworn did say that he/she, being informed of the contents of the foregoing conveyance, acknowledged to me that he/she voluntarily executed the foregoing Road Agreement as his/her free act and deed for the purposes and consideration therein expressed.



Linda Gonzales
Notary Public in and for Jefferson County, Texas

My commission expires:
3-28-28

STATE OF TEXAS

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§
§

COUNTY OF Harris

On this 27 day of August, 2024, before me Michael Schneider, the undersigned Notary Public, personally appeared Beaux Broach, known to me (or proved to me on the oath of _____ or through satisfactory evidence which was _____ to be the person whose name is subscribed as Right of Way Director of Air Liquide Large Industries U.S. LP, a Texas Limited Partnership and acknowledged that he/she, as such _____, being informed of the contents of the conveyance, and being authorized so to do, executed the foregoing Road Agreement as the act of such officer with full authority, executed the same voluntarily for and as the act of said Limited Partnership by himself/herself as _____ for the purposes and consideration therein expressed.

Michael Schneider
Notary Public in and for Harris County, TX

My commission expires:
12-01-27

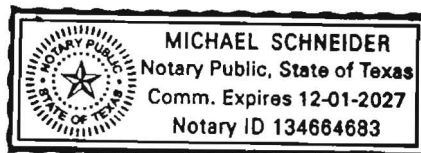
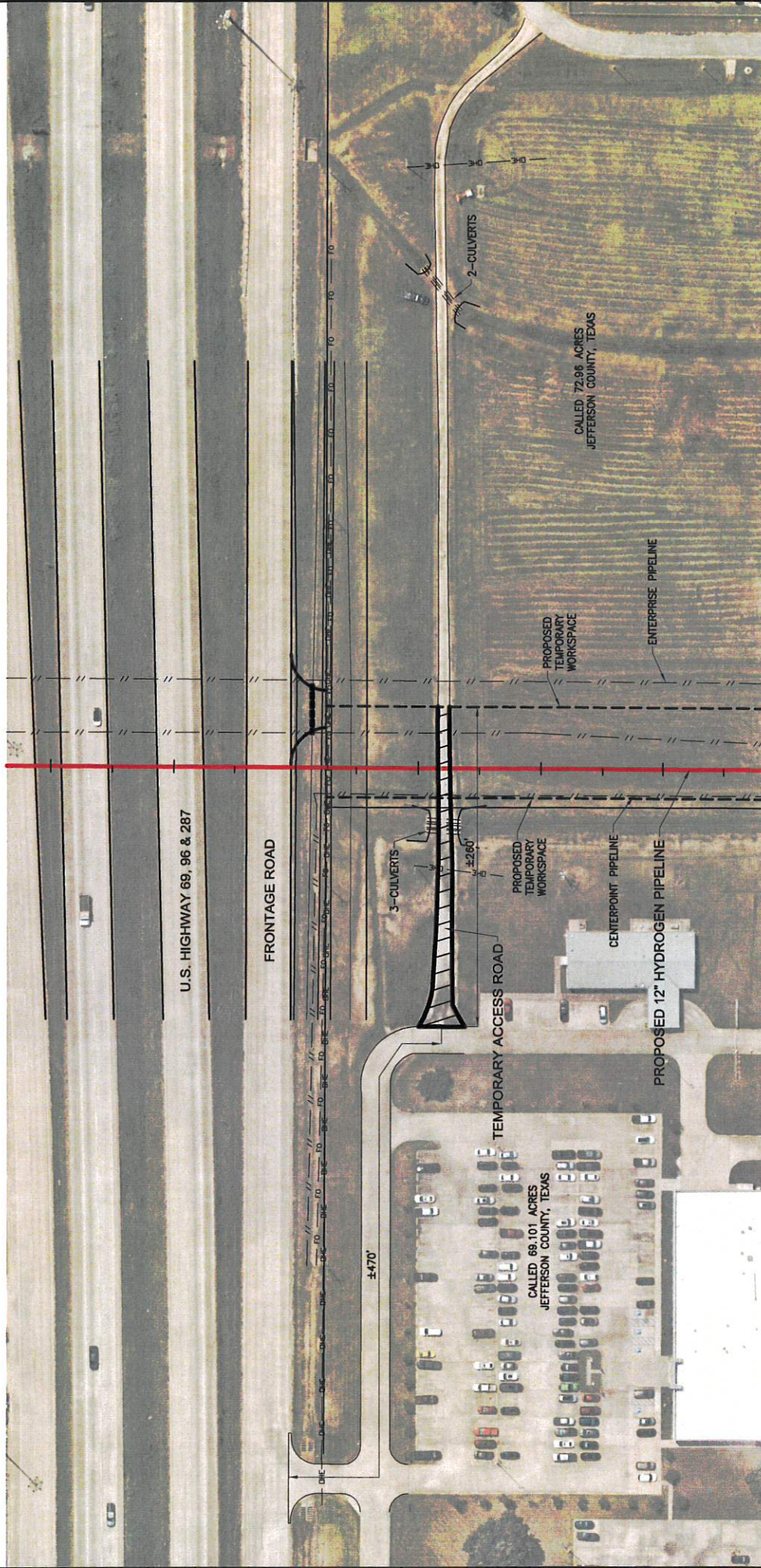
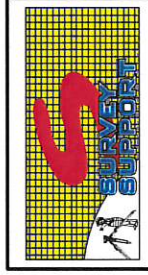


EXHIBIT "A"
THE ROADWAY

JEFFERSON COUNTY, TEXAS
 PELHAM HUMPHREY SURVEY, ABSTRACT NO. 32



- LEGEND:**
- FO — FIBER OPTIC LINE
 - - - EXISTING FENCE
 - - - PIPELINE
 - - - OVERHEAD ELECTRIC
 - ⊕ POWER POLE



AIR LIQUIDE LARGE INDUSTRIES U.S. LP
 EXHIBIT OF
 PRISON ACCESS ROAD
 JEFFERSON COUNTY, TEXAS

PARCEL ID: ACCESS ROAD
DRAWN BY: CDD
APP'D BY: RK
SCALE: N.T.S.
SHEET NO: 1 OF 1
JOB NO: 24-033





Project Name: OCI - Lowlands
Parcel(s): ULID 4

RIGHT OF WAY PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: Jefferson County, of the County of Jefferson, State of Texas

ADDRESS: 1149 Pearl Street, Beaumont, Texas 77701

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment for a Temporary Roadway Agreement for a pipeline easement, being, in, on, over, under, through and across the land of the Undersigned under the agreement dated _____, 2024 from the Undersigned to Air Liquide Large Industries U.S. LP to wit:

PAYMENT SCHEDULE

Cost Description:	Easement Amount Paid
Temporary Roadway Agreement Fee	\$3,650.00
Location of Property:	
Total Easement Fee Paid	\$3,650.00

In accordance with the terms of the Right of Way Agreement, the Undersigned, being duly authorized, hereby agrees to accept Three Thousand, Six Hundred Fifty and 00/100 dollars in full payment of the Easement.

Accepted on August 26, 2024

Signed on _____, 2024

**Percheron Professional Services, LLC,
Contract Agent for Air Liquide Large
Industries U.S. LP**

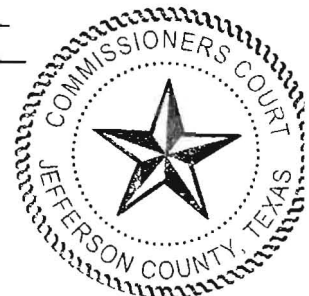
**GRANTOR: Jefferson County, of the
County of Jefferson, State of Texas**

Tyler Smith
Tyler Smith, Field Agent

By: [Signature]
Name: Jeff Brantek
Title: County Judge

Attached Required W-9 and voided check for EFT/ACH Payment

ATTEST [Signature]
DATE 9/3/2024





Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 3 day of September, 2024, on motion made by Everette Bo Alfred Commissioner of Precinct No. 4, and seconded by, Commissioner Michael S. Sinegal, of Precinct No. 4, the following Resolution was adopted:

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the LEPTA Sustaining Special Response Teams Grant be operated for the 2024-2025 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

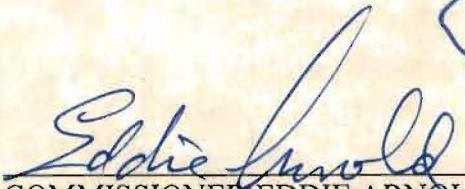
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

SIGNED this 3rd day of September, 2024.

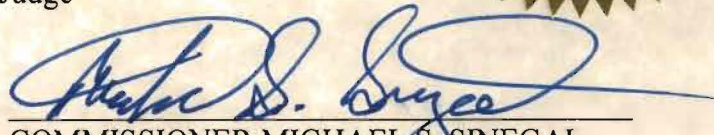




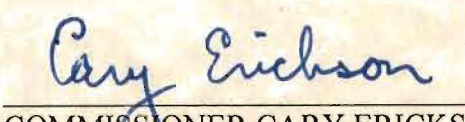
JUDGE JEFF R. BRANICK
County Judge



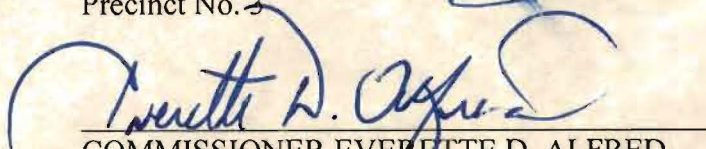
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauberger

Chief of Corrections

John.Shauberger@jeffcotx.us

DATE: August 27, 2024

TO: Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Donation

Please consider and approve the donation of three (3) rifle chassis, five (5) rifle cleaning kits, and five (5) PRS rifle slings for the Sheriff's Office SWAT Sniper Team from AmericanSnipers.org. The total cost of these items, amounting to \$6,327.51, will be fully covered by AmericanSnipers.org. This donation is made in accordance with Section 81.032 of the Texas Local Government Code.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



101 S. Military Ave. Suite #P211
Green Bay, WI 54303-2409

(920) 639-6999

August 26, 2024

Jefferson County Sheriff's Office
1001 Pearl ST STE 103
Beaumont TX 77701

Major Chadney,

AmericanSnipers.org is a 501C3 non-profit organization based in Green Bay, Wisconsin.

Founded shortly after 9/11, the sole mission of the organization is to assist military (and other) sniper teams with mission essential gear at no cost to the snipers or their commands.

Specific needs are identified and filled entirely via civic donations raised throughout the year at conferences and other civic events expressly for the above purpose.

Since 9/11, AmericanSnipers.org has supported over 1300 different military (and other) units, helping to save countless lives.

To that end, AmericanSnipers.org is pleased to donate the following gear to the Jefferson County (Texas) Sheriff's Office SWAT snipers (at no cost to the agency) and with no expectations of recognition or remittance whatsoever:

3 PDC Custom Rifle Chassis to upgrade rifles already in the JCSO inventory. Cost \$4500.00

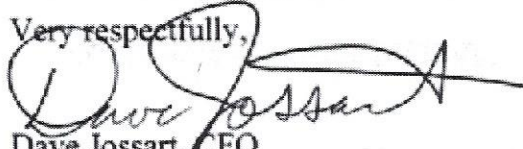
5 sets of cleaning rods, chemicals, patches, bore brushes and bore guides. Cost \$1227.51

5 TAB Gear PRS Rifle Slings
Cost \$ 600.00

Total donation to date \$ 6327.51

AmericanSnipers.org sends said gear with the hope that the operational capabilities of the JCSO SWAT detail will be enhanced, thereby enabling these officers to better serve the citizens of Jefferson County.

Very respectfully,



Dave Jossart, CFO
AmericanSnipers.org