

*Notice of Meeting and Agenda*  
*September 10, 2024*

**Regular, 9/10/2024 10:30:00 AM**

BE IT REMEMBERED that on September 10, 2024, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner 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 (ABSENT)

Laurie Leister, Chief Deputy County Clerk

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

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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 10, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **10th** 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 **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

**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](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: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

## **PURCHASING:**

- (a).Execute, receive and file 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, with Michael Clark, James Hickman, Shayna Harper, Brandon Kelley, Cristy Cornwell, and Ronald Koziuk.

SEE ATTACHMENTS ON PAGES 12 - 17

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (b).Consider and approve, execute, receive and file Change Order No. 1 for Contract IFB 23-035/JW Crane Bayou Pump Station Generators and Building – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County to BDS Constructors, LLC. d/b/a MK Constructors for additional ninety (90) contract days due to delay in electrical equipment (Main Switchboard) delivery to site, bringing the total from 500 to 590 calendar days; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded on Tuesday, August 15, 2023. Funding for this project provided by Texas General Land Office (GLO Contract No. 20-065-121-C408); and with any additional cost over the budgeted GLO grant funds for this project to be funded by the Jefferson County Drainage District No. 7, per Interlocal Agreement.

SEE ATTACHMENTS ON PAGES 18 - 18

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (c).Consider and approve, execute, receive and file Amendment No. 2 (two) to contract (RFP 23-052/MR) Janitorial Services for Jefferson County. This amendment will increase service for Shorty Woods Mid-County Office Building, located at 7933 Viterbo Rd, Beaumont, TX 77627 to Monday through Friday at a rate of \$307.69 per week for services 5 days per week and change service times for Jefferson County Annex I to 3:00 pm – 9:00 pm with Southeast Texas Building Service, Inc. effective September 16, 2024.

SEE ATTACHMENTS ON PAGES 19 - 19

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (d). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 24-055/MR) with LJA Engineering, Inc. for Environmental Consulting Services for the continued implementation of Jefferson County's Stormwater Management Program for the period of October 1, 2024 through September 30, 2025, for an estimated cost of \$16,250.00, which will not be exceeded without prior approval, in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 20 - 22

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (e). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 24-057/MR) with Otten Consulting Group, Inc, for filing of Texas Accessibility Reviews with Texas Department of Licensing & Regulation (TDLR) for the Jefferson County Diversion Center Renovation; in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service. Funded with ARPA funds.

SEE ATTACHMENTS ON PAGES 23 - 23

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (f). Consider and approve, execute, receive and file disposal of scrap vehicle 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 24 - 25

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

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– Emergency Management –cost of five chairs for MACC.

SEE ATTACHMENTS ON PAGES 26 - 27

120-5080-429-3084	MINOR EQUIPMENT	\$600.00	
120-5080-429-1005	EXTRA HELP		\$600.00

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

- (b). Consider and approve budget amendment– Transfer Out - Capital Projects – delay in delivery of chiller for the Jail.

**Will be paid in new budget year.**

SEE ATTACHMENTS ON PAGES 28 - 28

120-0000-491-8006	CAPITAL PROJECTS FND #311	\$262,110.00	
120-3062-423-6013	COOLING & HEATING		\$262,110.00

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

- (c). Consider and approve budget amendment – County Clerk – additional cost for postage.

SEE ATTACHMENTS ON PAGES 29 - 29

120-1014-414-4052	POSTAGE	\$2,000.00	
120-1034-414-4052	POSTAGE		\$2,000.00

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

- (d).Consider and approve budget transfer – Juvenile Detention – additional cost for food & utilities.

SEE ATTACHMENTS ON PAGES 30 - 30

120-3064-424-4057	WATER AND SEWER	\$10,000.00	
120-3064-424-3033	FOOD	\$12,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$22,000.00

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

- (e).Receive and file revised Exhibit A subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Land Manor Inc.

SEE ATTACHMENTS ON PAGES 31 - 32

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

- (f).Receive and file revised Exhibit A subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with West Jefferson County Municipal Water District.

SEE ATTACHMENTS ON PAGES 33 - 33

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

- (g).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the City of Nome.

SEE ATTACHMENTS ON PAGES 34 - 44

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

- (h). Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 10015 Jason Court, Beaumont, TX as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 45 - 54

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

- (i). Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 5220 Roberts Rd., Beaumont TX, as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 55 - 65

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

- (j). Consider and approve Sheriff and Constables Fees' to be effective January 01, 2025.

SEE ATTACHMENTS ON PAGES 66 - 66

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

- (k). Consider and approve increasing the reimbursement rate for non-certified interpreter service from \$100 per half day to \$200 per half day effective October 01, 2024.

NO ATTACHMENTS

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

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- (l).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Meeker Municipal Water District (P1).

SEE ATTACHMENTS ON PAGES 67 - 77

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

- (m).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Meeker Municipal Water District (P2).

SEE ATTACHMENTS ON PAGES 78 - 88

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

- (n).Regular County Bills -check #520842 through check #521025.

SEE ATTACHMENTS ON PAGES 89 - 95

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

**ENGINEERING DEPARTMENT:**

- (a).Consider and possibly approve a Replat Tract 2 Block 3 Garden Villas Replat, of Record in County Clerk File No. 2002026888 O.P.R.J.C.T. and Lot 26A, Block 3 Garden Villas Replat, of Record in County Clerk File No. 2020030104 O.P.R.J.C.T., into Shady Gardens, Lot 1 and Lot 2, in the Asahel Savery League Abstract No. 46, Jefferson County, Texas. This Replat is located off of Shady Lane and Main Lane in Precinct No.1 and is in City of Beaumont ETJ. This Replat has met all of Jefferson County and City of Beaumont platting requirements.

SEE ATTACHMENTS ON PAGES 96 - 97

**Motion by: Arnold**

**Second by: Sinegal**

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

**Action: APPROVED**

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- (b). Consider and possibly approve acceptance of Hercules Drive being 2,423 feet (0.46 miles), into the County Road System. The road is out of the final plat of Diamond D Phase 7, recorded in Clerk's File No. 2022005282 of the Official Public Records of Jefferson County, Texas and are located in Precinct No. 1.

SEE ATTACHMENTS ON PAGES 98 - 100

**Motion by: Arnold**

**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.**

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**Jeff R. Branick**  
**County Judge**

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**Regular, September 10, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 10, 2024.

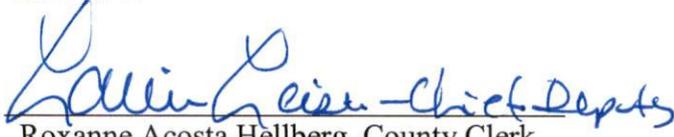
# LEASE EXTENSION FOR 19-032/YS LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT

The County entered into a lease with Michael Clark for five (5) years, from September 17, 2019 to September 16, 2024.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024, to September 15, 2029.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Roxanne Acosta Hellberg, County Clerk  
9-10-24

  
Jeff Branick, County Judge

LEESEE:  
Michael Clark

  
(Name)



**LEASE EXTENSION FOR 19-032/YS  
LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT**

The County entered into a lease with James Hickman for five (5) years, from September 17, 2019 to September 16, 2024.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024 to September 15, 2029.

ATTEST:

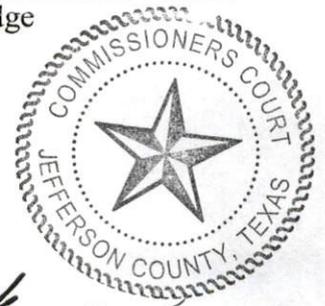
JEFFERSON COUNTY, TEXAS

*Roxanne Acosta Hellberg*  
Roxanne Acosta Hellberg, County Clerk  
9-10-24

*Jeff Branick*  
Jeff Branick, County Judge

LEESEE:  
James Hickman

*James Hickman*  
(Name)



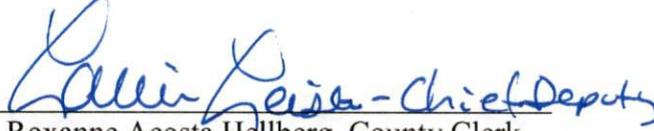
# LEASE EXTENSION FOR 19-032/YS LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT

The County entered into a lease with Shayna Harper for five (5) years, from September 17, 2019 to September 16, 2024.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024, to September 15, 2029.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk

9-10-24



Jeff Branick, County Judge

LEESEE:  
Shayna Harper



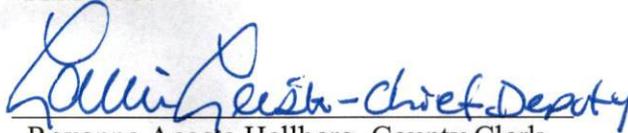
  
(Name)

# LEASE EXTENSION FOR 19-032/YS LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT

The County entered into a lease with Brandon Kelley for five (5) years, from September 17, 2019 to September 16, 2024.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024 to September 15, 2029.

ATTEST:

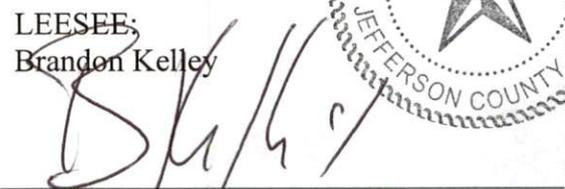
  
Roxanne Acosta Hellberg, County Clerk  
9-10-24

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



LEESEE:  
Brandon Kelley

  
\_\_\_\_\_  
(Name)

# LEASE EXTENSION FOR 19-032/YS LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT

The County entered into a lease with Cristy Cornwell for five (5) years, from September 17, 2019 to September 16, 2024.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024, to September 15, 2029.

ATTEST:

JEFFERSON COUNTY, TEXAS

*Roxanne Acosta Hellberg*  
Roxanne Acosta Hellberg, County Clerk  
9-10-24

*Jeff Branick*  
Jeff Branick, County Judge

LEESEE:  
Cristy Cornwell  
*Cristy Cornwell*  
(Name)



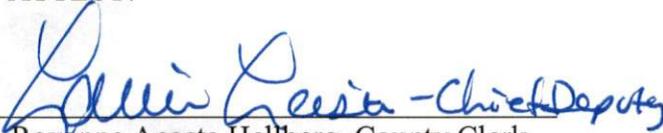
# LEASE EXTENSION FOR 19-032/YS LEASE OF PROPERTIES ACQUIRED AS A RESULT OF BUY- OUT

The County entered into a lease with Ronald Koziuk for five (5) years, from September 17, 2019 to September 16, 2024.

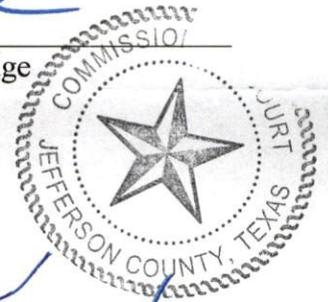
Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from September 16, 2024, to September 15, 2029.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Roxanne Acosta Hellberg, County Clerk  
9-10-24

  
Jeff Branick, County Judge



LEESEE:  
Ronald Koziuk

  
(Name)

Change Order No. 1

<b>Project</b>	<u>Crane Bayou Pump Station Generators and Building</u>	<b>Project Number</b>
<b>Owner</b>	<u>Jefferson County, Texas</u>	<b>GLO Contract No.</b>
<b>Contractor</b>	<u>BDS Constructors, LLC d/b/a MK Constructors</u>	<u>20-065-121-C408</u>
<b>Construction Manager</b>	<u>Michael D. Kennedy, CCM</u>	<u>IFB 23-035/JW</u>
<b>Design Professional</b>	<u>Lewis Bernard, P.E.</u>	<u>FNI No. JFF22292</u>

Change Order No. 1 Date 08-26-2024

**Make the following modifications to the Contract Documents:**

Item	Description	Change Amount
1	Add Contract Days due to Delay in Electrical Equipment (Main Switchboard) delivery to Site (See Contractor's backup letter dated 07-25-2024)	\$ <u>0.00</u>
<b>Net Change in Contract Price this Change Order</b>		\$ <u>0.00</u>
<b>Net Change in Contract Times this Change Order</b>		<u>90</u> days

*The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.*

a. Original Contract Price	\$ <u>1,549,000.00</u>
b. Previously Approved Change Order/Contract Amendment Amounts	\$ <u>0.00</u>
c. Adjusted Contract Price ( a + b )	\$ <u>1,549,000.00</u>
d. Contract Amendment Amount	\$ <u>0.00</u>
e. Revised Contract Price ( c + d )	\$ <u>1,549,000.00</u>
f. Percent Change in Contract Price to Date	<u>0.00</u> %

	Original	Previous	Current
Substantial Completion Date	<u>02-02-2025</u>	<u>02-02-2025</u>	<u>05-03-2025</u>
Final Completion Date	<u>03-04-2025</u>	<u>03-04-2025</u>	<u>06-02-2025</u>

<p><b>Recommended by Design Professional</b></p> <p><u>Lewis Bernard</u></p> <p>Lewis Bernard, P.E. <u>8/29/24</u></p> <p>Name Date</p>	<p><b>Recommended by Construction Manager</b></p> <p><u>Michael D. Kennedy</u></p> <p>Michael D. Kennedy, CCM <u>08-26-2024</u></p> <p>Name Date</p>
<p><b>Approved by Contractor</b></p> <p><u>Mike Kelley</u></p> <p>Name <u>08-29-2024</u></p> <p>Date</p>	<p><b>Approved by Owner</b></p> <p><u>[Signature]</u></p> <p>Name <u>09/10/2024</u></p> <p>Date</p>

ATTEST DATE 9-10-24





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**AMENDMENT II TO CONTRACT**

August 30, 2024

Southeast Texas Building Service, Inc.  
3304 Spurlock Rd.  
Nederland, TX 77627  
Attention: Robert Bodin

Dear Mr. Bodin:

This letter will serve as Amendment II (two) to contract RFP 23-052/MR, Janitorial Services for Jefferson County.

Amendment I (one) will increase service for the Shorty Woods Mid-County Office Building, located at 7933 Viterbo Rd., Beaumont, TX 77627 to Monday through Friday at a rate of \$307.69 per week for services 5 days per week and change the hours Jefferson County Annex I, located at 215 Franklin St., Beaumont, Texas 77701 to 3:00 pm – 9:00 pm Monday through Friday at the current rate of \$384.62 per week for services 3 days per week effective September 16, 2024.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail ([mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)).

  
\_\_\_\_\_  
Southeast Texas Building Service, Inc.

9/4/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

9-10-2024  
\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_  
Roxanne Acosta Hellberg  
County Clerk, Jefferson County

September 10, 2024  
\_\_\_\_\_  
Date





**PROPOSAL**

August 29, 2024

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

Re: Environmental Consulting Services  
Stormwater Management Program Implementation: Oct. 1, 2024 – Sept. 30, 2025  
LJA Proposal No. 24-34790

Ms. Falgout:

Submitted for your review is an outline of proposed services for the continued implementation of Jefferson County's Stormwater Management Program in compliance with the permit regulations established in TPDES General Permit No. TXR040000. We propose the following services and corresponding fees in accordance with the terms and conditions established in the Professional Services Agreement executed on September 12, 2023, between Jefferson County and LJA Engineering, Inc.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$16,250.00**. These costs will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

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

Sincerely,

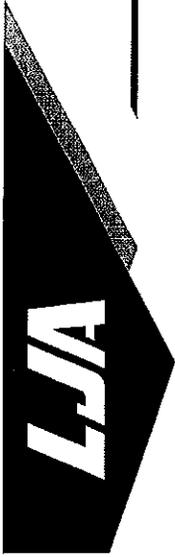
**APPROVED BY:  
JEFFERSON COUNTY**

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

By:   
Name: Jeff Branick  
Title: County Judge  
Date: 9-10-2024



ATTEST   
DATE 9-10-24



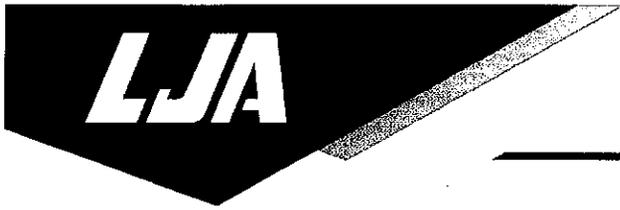
409.833.3363  
 TBPELS F - 1386  
 TBPELS 10110501  
 www.LJA.com

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

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

Key Implementation Tasks by MCM		FY 2025
<b>1.0 Public Education, Outreach, and Involvement</b>		
Development of Public Education Materials		
Annual SWMP Review		
Development and Maintenance of Stormwater Website		
Reproduction Costs for Flyers/Brochures		\$16,000.00
Conduct Public Involvement Sessions		
SWMP Committee Meetings		
Record Maintenance/Data Entry		
<b>2.0 Illicit Discharge Detection and Elimination</b>		
Regulatory Enforcement Assistance		
Standard Operating Procedure Development		
Outfall Inspections/Mapping		
Maintain/Update Outfall Inventory Map		
Record Maintenance/Data Entry		\$17,500.00
<b>3.0 Construction Site Stormwater Runoff Control</b>		
Regulatory Enforcement Assistance		
Standard Operating Procedure Development		
TCEQ Complaint Referral Assistance		
NOI Inventory Tracking		
Construction Plan Review Assistance		
Construction Site Inspections		
Record Maintenance/Data Entry		\$22,000.00
<b>4.0 Post-Construction Stormwater Management</b>		
Regulatory Enforcement Assistance		
Standard Operating Procedure Development		
Inspection of Post-Construction Controls		
TCEQ Complaint Referral Assistance		
Record Maintenance/Data Entry		
<b>5.0 Good Housekeeping for Municipal Operations</b>		
Employee Training Programs		
Municipal Facility Inspections		
Pollution Prevention Plan Annual Review/Updates		
SOP Annual Review		
Maintain/Update MS4 Facility Inventory		
Record Maintenance/Data Entry		\$15,000.00
Additional Services		
Stakeholder Representation		
Annual Impaired Water Bodies Review		
Permit Renewal Tasks		
Development/Submittal of Annual Reports		
<b>Total Annual Cost for Combined Activities</b>		<b>\$97,500.00</b>
<b>Annual Cost Per Entity (based on 6 coalition members)</b>		<b>\$16,250.00</b>

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



ATTACHMENT B

**STORMWATER DIVISION  
RATE SCHEDULE**

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

**Payments**

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

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

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



Otten Consulting Group, Inc.  
 www.statereview.com  
 TAS Review/Inspection Order Form

7171 Highway 6 N, Suite 285  
 Houston, TX 77095  
 Tele (713) 975-1029  
 Fax (832) 617-7076  
 admin@statereview.com

Project Name: Jefferson County Diversion Center Renovation

Project AB Number: \_\_\_\_\_ (if registered with TDLR)

TDLR Filing Fee may be paid directly online or by combined fee when submitting to OCG.

Fee Schedule							
Construction Cost			<sup>1</sup> TDLR Filing Fee	<sup>2</sup> Review Fee	Inspection Fee	<sup>3</sup> Periodic Inspection	Total
Under \$50,000			\$175	\$375	\$400	\$300	
50,000	-	199,999	175	425	475	350	
200,000	-	499,999	175	450	500	375	
500,000	-	999,999	175	500	550	400	
1,000,000	-	4,999,999	175	550	675	425	
5,000,000	-	9,999,999	175	700	850	475	
10,000,000	-	14,999,999	175	850	975	700	
15,000,000	-	and up	175	Contact OCG for fee			
Pre-Project Inspection			Contact OCG for fee				
TDLR Late Project Filing Fee						\$300	
Application must be accompanied by payment in full.						<b>Total</b>	

<sup>1</sup> One-Time Filing Fee of \$175 is required – online with TDLR or with OCG submittal. RAS# 00000149  
<sup>2</sup> Plan review fee includes preliminary plan reviews (prior to registration) and technical assistance throughout the design phase.  
<sup>3</sup> Periodic inspections serve to eliminate potential violations during construction.

**Please include the following:**

- AB Project Registration form – If project has been registered online include one copy of Registration Confirmation page.
- One complete set of construction documents - submitted within (20) twenty days of issuing project along with *proof of submission form* (for licensed design professionals only).
- Payment in full for requested services. Please include TDLR filing Fee for projects not yet registered. Please make checks payable to: Otten Consulting Group, Inc.

**Reduce or eliminate costly TAS violations. Contact OCG for the following essential compliance services:**

**Pre-Project Inspection:** OCG survey of existing facilities prior to finalizing intended scope of work. TAS requirements for alterations typically increase scope of work. Identify these requirements and locations of accessibility compliance with a Pre-Project Inspection. Contact OCG to schedule a Pre-Project Inspection.

**Preliminary Reviews:** Prior to final construction documents, email your project to admin@statereview.com for preliminary reviews, or contact OCG for hardcopy pickup – no charge.

**Periodic Inspections:** Elements such as noncompliant plumbing and surface slopes that are commonly overlooked during the construction phase add unnecessary costs to a building or facility budget. **With a periodic inspection, potential violations may be identified and corrected before a final inspection.** Avoid having to redo newly constructed areas for TAS violations that could have been addressed before project completion. Periodic inspections offer peace of mind. Responsibility for compliance with Texas Government Code Chapter 469 is placed upon the design professional with overall responsibility for a project, and/or the Owner of a facility. Plan Reviews shall not be construed as acceptance of responsibility for such compliance by Otten Consulting Group, Inc., or any of its accessibility specialists or employees. Otten Consulting Group's financial liability is limited to fees paid for Plan Reviews and Inspections. All fees are non-refundable. Reports cannot be released until all fees are paid in full.

I hereby Authorize Otten Consulting Group, Inc., to perform requested services for the referenced project.

Owner / Agent     Design Professional

X

Authorized Signature

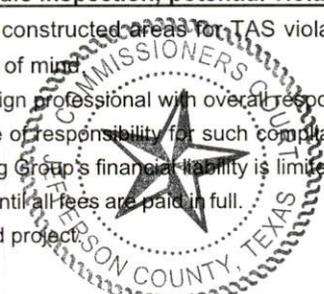
Date

Telephone

Fax

9-10-2024 409-835-8593 409-835-8456

ATTEST   
 DATE 9-10-24





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark *dc*  
Purchasing Agent

Date: September 10, 2024

Re: Disposal of Scrap Property - Vehicle

Consider and possibly approve disposal of scrap vehicle 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.

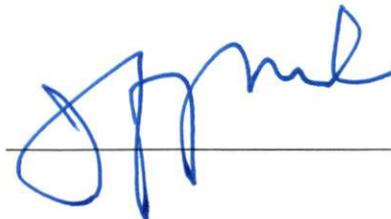
JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

September 10, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
ROAD & BRIDGE PCT. 3	2018 FORD F-150 PICKUP TRUCK	1FTEW1C52JKC28704	36114
<i>contact person: Jeffrey Collins</i>			

Approved by Commissioners' Court:



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** 09/10/24

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The following budget transfer –Emergency Management- Cost of 5 chairs for MACC

120-5080-429-3084	Minor Equipment	600	
120-5080-429-1005	Extra Help		600

**Budget Transfer**

Robert Grimm <Robert.Grimm@jeffcotx.us>

Fri 8/30/2024 10:22 AM

To:Fran Lee <Fran.Lee@jeffcotx.us>

Hi Fran,

Could you please transfer \$600.00 from the "Extra Help" account (120-5080-429.10.05) to "Minor Equipment" (120-5080-429.10.84)? The funds will be used to purchase 5 chairs for the MACC.

Thank You!

**Robert J. Grimm, CEM®, TEM®**  
**Emergency Management Coordinator**  
**Jefferson County**  
**Cell 409-651-0360**  
**Office 409-835-8757**  
**Fax 409-835-8767**



**JEFFERSON COUNTY SHERIFF'S OFFICE***Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

**Donta Miller**  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

**John Shaubarger**  
Chief of Corrections  
John.Shaubarger@jeffcotx.us

TO: Fran Lee  
Jefferson County Auditing Department

FROM: Chief John Shaubarger  
Jefferson County Sheriff's Office

RE: Budget Amendment FY 2023-2024

DATE: August 30, 2024

Please consider and approve budget amendment transferring \$262,110.00 from 120-3062-423-60-13 Cooling and Heating FY 23-24 to 120-0000-491.80-06 Transfer Out / Capital Projects FND #311 FY 24-25 due to a delay in manufacturing and delivery of a chiller for the jail.

  
\_\_\_\_\_  
Chief John Shaubarger

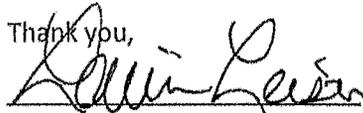
**Laurie Leister  
Chief Deputy Clerk  
Jefferson County  
PO Box 1151  
1085 Pearl Street  
Beaumont, TX 77704**

September 4, 2024

Re: Transfer of Funds

Consider and approve the transfer of \$2,000.00 from 120-1034-414-40-52 – Elections Postage account, to 120-1014-414-40.52 – County Clerk Postage account.

Thank you,

A handwritten signature in black ink, appearing to read "Laurie Leister", written over a horizontal line.

Laurie Leister



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

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5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,  
Chief Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

To: Fran Lee  
Auditor's Office

From: Edward J. Cockrell, Sr  
Chief Juvenile Probation Officer

Date: September 4, 2024

Re: **Budget Transfer**

I am requesting the following budget transfers from line item **120-3064**:

To:	120-3064-424.40-57	Water and Sewer	\$10,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$10,000.00

Note: This increase is to ensure funding for the remainder of the budget year.

To:	120-3064-424.30-33	Food	\$12,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$12,000.00

Note: This increase is to ensure funding for the remainder on the budget year.

**EXHIBIT A**

**Subrecipient Project Information and Approved Work**

**Subrecipient Entity Name**

Land Manor, Inc.

**Subrecipient Mailing Address**

4655 Collier Street  
Beaumont, Texas 77706

**Subrecipient Primary Contact**

Name: Arlene Greene  
Title: Executive Director  
Email: agreene@landmanor.org  
Phone #: (409) 838-3946

**Subrecipient Secondary Contact**

Name: Jessica Bean  
Title: Associate Executive Director  
Email: jbean@landmanor.org  
Phone #: (409) 838-3946

**Subrecipient Unique Entity Identifier**

RK6JY6LK3K13

**SLFRF Subaward Amount**

\$ 250,000.00

**Project Name**

Franklin House North roof repair/replace  
Franklin House South interior repairs/renovation

**Project Physical Address**

Franklin House North : 5670 Concord Road  
Beaumont, Texas 77708  
Franklin House South : 1635 Avenue A  
Beaumont, Texas 77701

**Project Description**

At the Franklin House North facility, repair and/or replace the existing roof.  
At Franklin House South facility, repair/replace damaged or non-compliant elements, components, systems, fixtures and/or finishes.

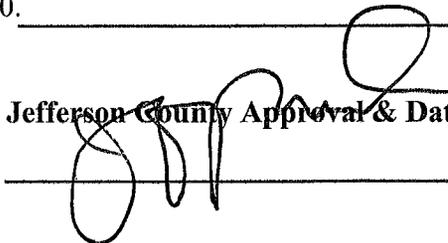
**Project Goals / Intended Outcomes**

To repair and/or replace damaged elements of two Land Manor facilities in order to become compliant with accreditation requirements and continue to provide services to disadvantaged populations.

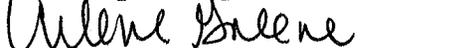
**Approved Activities / Scope of Work**

1. Design, Engineering and Project Mangement
2. Permitting and fees
3. Construction
4. Administrative
5. Fire suppression
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date



**EXHIBIT A - REVISION**

Subrecipient Project Information and Approved Work  
**\*\*This revised Exhibit A supersedes all previous versions\*\***

**Subrecipient Entity Name**

West Jefferson County Municipal Water District

**Subrecipient Mailing Address**

7824 Glenbrook Dr.  
 Beaumont, TX 77705

**Subrecipient Primary Contact**

Name: Daniel Hidalgo  
 Title: District Manager  
 Email: dhidalgo@westjeffersoncountymwd.com  
 Phone #: (409) 794-2338

**Subrecipient Secondary Contact**

Name: Will Larrain  
 Title: Engineer, Action Civil Engineers, PLLC  
 Email: wlarrain@accivilengineers.com  
 Phone #: (409) 728-6253

**Subrecipient Unique Entity Identifier**

SZVBFENYLPV7

**SLFRF Subaward Amount**

\$ 4,500,000.00

**Project Name**

Construction of two (2) potable water storage tanks

**Project Physical Address**

7824 Glenbrook Dr.  
 Beaumont, TX 77705

**Project Description**

Construction of: (i) elevated potable water storage tank between 250,000 and 500,000 gallon capacity, within the District's water distribution system; and (ii) a 1,000,000 gallon ground potable water storage tank at the District's water treatment facility.

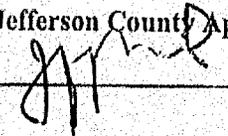
**Project Goals / Intended Outcomes**

The enabling of WJC MWD to provide safe and reliable water service to residents of the district and remain in compliance with the Safe Drinking Water Act and standards established by the Texas Commission on Environmental Quality, despite challenges caused by disasters (health, natural, man made, etc.) or other circumstances.

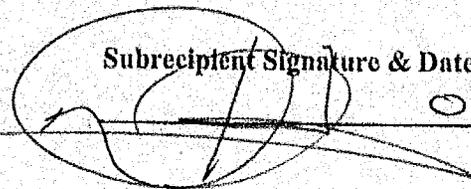
**Approved Activities / Scope of Work**

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting
4. Site Work Contract
5. General Construction Contract
6. Geotechnical/Soil
7. Pipe, Valve, misc. vendors
8. (name other contracts or subcontract types that would be paid separately from the GC and engineer)
- 9.
- 10.

Jefferson County Approval & Date

 7.30.24

Subrecipient Signature & Date

 07/31/2024

**EXHIBIT A - REVISION**

Subrecipient Project Information and Approved Work  
**\*\*This revised Exhibit A supersedes all previous versions\*\***

**Subrecipient Entity Name**

West Jefferson County Municipal Water District

**Subrecipient Mailing Address**

7824 Glenbrook Dr.  
 Beaumont, TX 77705

**Subrecipient Primary Contact**

Name: Daniel Hidalgo  
 Title: District Manager  
 Email: dhidalgo@westjeffersoncountymwd.com  
 Phone #: (409) 794-2338

**Subrecipient Secondary Contact**

Name: Will Larrain  
 Title: Engineer, Action Civil Engineers, PLLC  
 Email: wlarrain@accivilengineers.com  
 Phone #: (409) 728-6253

**Subrecipient Unique Entity Identifier**

SZVBFENYLPV7

**SLFRF Subaward Amount**

\$ 4,500,000.00

**Project Name**

Construction of two (2) potable water storage tanks

**Project Physical Address**

7824 Glenbrook Dr.  
 Beaumont, TX 77705

**Project Description**

Construction of: (i) elevated potable water storage tank between 250,000 and 500,000 gallon capacity, within the District's water distribution system; and (ii) a 1,000,000 gallon ground potable water storage tank at the District's water treatment facility.

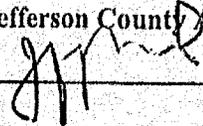
**Project Goals / Intended Outcomes**

The enabling of WJC MWD to provide safe and reliable water service to residents of the district and remain in compliance with the Safe Drinking Water Act and standards established by the Texas Commission on Environmental Quality, despite challenges caused by disasters (health, natural, man made, etc.) or other circumstances.

**Approved Activities / Scope of Work**

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting
4. Site Work Contract
5. General Construction Contract
6. Geotechnical/Soil
7. Pipe, Valve, misc. vendors
8. (name other contracts or subcontract types that would be paid separately from the GC and engineer)
- 9.
- 10.

Jefferson County Approval & Date

 7.30.24

Subrecipient Signature & Date

 07/31/2024

**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 \_\_\_\_\_ (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, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 1,113,562.50, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient; 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

Nome  
 Kerry Abney, Mayor  
 Drawer D  
 Nome, Texas 77629

cityofnome@yahoo.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 Branick

County Judge  
Jefferson County, Texas

8/16/2024  
Date

SUBRECIPIENT

[Signature]  
Kerry Abney

Mayor  
Nome

[Signature] 08/20/2024  
Date

ATTEST:

[Signature]  
Roxanne Acosta-Hellberg

County Clerk  
Jefferson County, Texas

8/8/2024  
Date

ATTEST:

[Signature]  
Lisa Black

City Secretary  
Nome

08/20/2024  
Date



**EXHIBIT A**

**Subrecipient Project Information and Approved Work**

**Subrecipient Entity Name**

City of Nome

**Subrecipient Mailing Address**

Drawer D  
Nome, Texas 77629

**Subrecipient Primary Contact**

Name: Kerry Abney  
Title: Mayor  
Email: pabney@camtel.net  
Phone #: 409-284-9879

**Subrecipient Secondary Contact**

Name: Lisa Black  
Title: City Clerk  
Email: cityofnome@yahoo.com  
Phone #: 409-253-2391

**Subrecipient Unique Entity Identifier**

DWJFAWRCK8L8

**Project Cost:**

\$ 1,484,750.00

**SLFRF Award Amount:**

75% of project cost

**Project Name**

Elevated water storage tank

**Project Physical Address**

Highway 90

**Project Description**

Design and construction of a new 50 or 75 thousand gallon elevated potable water storage tank.

**Project Goals / Intended Outcomes**

The new storage tank will replace the current failing water storage standpipe, eliminating multiple boil water notices and ongoing repairs and patches.

**Approved Activities / Scope of Work**

1. Survey, Geotechnical, Engineering Design/Contract Documents/Specifications, and Bidding
2. Project Management, Construction Administration, and Construction Inspection
3. Permitting and Fees
4. Easement establishment and payment
5. General Construction Contract
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]* 8/16/2024

Subrecipient Signature & Date

*[Signature]* 8/18/2024



## **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.

Jefferson County Courthouse  
 P.O. Box 4025  
 Beaumont, Texas 77704



Beaumont (409) 835-8466  
 Pt. Arthur (409) 727-2191 Ext. 8466  
 Facsimile (409) 839-2311

**JEFF R. BRANICK**  
 County Judge

Homeowner Offer Letter

August 23, 2024

Jason and Brandy Champagne  
 10015 Jason Courts  
 Beaumont, Texas 77705

Re: Offer to Purchase  
 10015 Jason Court, Beaumont, Texas 77705

Dear Mr. & Mrs. Champagne,

This letter and package pertain to your property, 10015 Jason Court, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

<b>Purchase Price</b>	
<b>The Pre-Storm Fair Market Value of your property is:</b>	<b>\$287,000</b>
<b>As determined by:</b>	<b>Appraisal</b>
<b>Applicable Duplication of Benefits:</b>	<b>\$0</b>
<b>Total Offer Amount:</b>	<b>\$0</b>

<b>Moving Stipend</b>	<b>\$0</b>
<b>Total Assistance and/or Incentive Amount (up to):</b>	<b>\$35,000.00 if applicable</b>

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **287,000.00** you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00 if approved** as of **8/23/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$5,000.00 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 10015 Jason Court, Beaumont, Texas 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

<b>Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives</b>		
	<b>Buyout Benefits</b>	<b>Eligibility</b>
Purchase Price	Pre-storm Fair Market Value.	\$287,000.00
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000.	\$5,000.00 (subject to GLO approval)
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
<b>Incentives</b>		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$35,000.00 If applicable
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$ 0000 (up to)
Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$ -0- If applicable
Total Housing Assistance and/or Incentive/s amount as of 08/23/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		<b>\$327,000.00</b>

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

---

Jefferson County Community Development  
Block Grant Disaster Recovery-Voluntary  
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 120 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

\_\_\_\_\_  
Jason Champagne

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandy Champagne

\_\_\_\_\_  
Date

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

JEFF R. BRANICK  
County Judge

Date: August 23, 2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Mr. Jason Champagne and Brandy Champagne

As a property owner at 10015 Jason Court, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$287,000.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$0 has been identified. The value of the Structure (a) \$287,000.00 minus the DOB (b) \$0 plus the value of the Land (c) \$0 equals (d) \$287,000.00. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$ 287,000.00.

*(Note: The DOB is only adjusted against the appraised value of the structure. Therefore, when the DOB exceeds the appraised value for the structure, the final mitigation offer equals the appraised value for the land. e.g., The value of the Structure \$287,000 (a), minus the DOB \$0 (b), plus the value of the land 0 (c) equals \$287,000.00(d).*

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate & school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses. Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home.

\_\_\_\_\_  
(Homeowner 1 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_  
(Homeowner 2 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 2 Signature)

*Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

Just Compensation Determination Statement

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property located at  
10015 Jason Court, Beaumont, Texas 77705.

See exhibit A for the lot description.  
10015 Jason Court, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: N/A

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 287,000.00 . Jefferson County hereby offers the just compensation amount of

\$ 287,000.00 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$ 287,000.00 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:  
Pre-Storm

(Insert methodology and formula used in calculating value.)

Name of elected official

Signature

Date

*Lot Description and Metes and Bounds*

Date:8/23/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Jason Champagne and Brandy Champagne (Property owner/s as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

A. Relocation Assistance:

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property;
4. Storage of personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the

fee. fee. at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation. <sup>53</sup>

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

#### B. Down Payment Assistance:

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

#### C. Buyout Incentives

You are eligible for up to \$35,000 (if applicable) in additional assistance as a buyout incentive. The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with the necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for an additional buyout incentive.

fee.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply.)

N/A Relocation Assistance

N/A Down Payment Assistance

Buyout Incentives

I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

\_\_\_\_\_  
(Homeowner 1 Name) Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_  
(Homeowner 2 Name) Date \_\_\_\_\_

\_\_\_\_\_  
Homeowner 2 Signature)

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Jefferson County Courthouse  
 P.O. Box 4025  
 Beaumont, Texas 77704



Beaumont (409) 835-8466  
 Pt. Arthur (409) 727-2191 Ext. 8466  
 Facsimile (409) 839-2311

**JEFF R. BRANICK**  
 County Judge

Homeowner Offer Letter

August 23, 2024  
 Elizabeth Simmons  
 5220 Roberts Road  
 Beaumont, Texas 77705

Re: Offer to Purchase  
 5220 Roberts Rd, Beaumont, Texas 77705

Dear Elizabeth Simmons,

This letter and package pertain to your property, 5220 Roberts Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

<b>Purchase Price</b>	
<b>The Pre-Storm Fair Market Value of your property is:</b>	<b>\$65,500.00</b>
<b>As determined by:</b>	<b>Appraisal</b>
<b>Applicable Duplication of Benefits:</b>	<b>\$7,400.42</b>
<b>Total Offer Amount:</b>	<b>\$58,099.58</b>
<b>Moving Stipend</b>	<b>Up to \$5,000.00 if applicable (reimbursable)</b>

<b>Total Assistance and/or Incentive Amount (up to):</b>	<b>\$35,000.00 if applicable-mobile home</b>
--	--

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$58,099.58** you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00** as of **09/02/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$5,000.00 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

### Program Award Determination Worksheet

Damaged Property Address: 5220 Roberts Rd. Beaumont, Texas 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

<b>Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives</b>		
	<b>Buyout Benefits</b>	Eligibility
Purchase Price	Pre-storm Fair Market Value.	\$58,099.58
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000 (reimbursement).	\$5,000.00 (subject to GLO approval)
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
<b>Incentives</b>		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$35,000.00 (subject to GLO approval)
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$0 (up to)
Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$0 If applicable
Total Housing Assistance and/or Incentive/s amount as of 02/20/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		<b>\$98,099.58</b>



Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

---

Jefferson County Community Development  
Block Grant Disaster Recovery-Voluntary  
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 60 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

\_\_\_\_\_  
Elizabeth Simmons

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

JEFF R. BRANICK  
County Judge

Date: August 23, 2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Mrs. Elizabeth Simmons,

As a property owner at 5220 Roberts Road, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$65,500.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$90,870.28 has been identified. The value of the Structure (a) \$65,500.00 minus the DOB (b) \$7,400.42 plus the value of the Land (c) \$ 0 \_\_\_\_\_ equals (d) \$58,099.58. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$58,099.58.

*(Note: The DOB is only adjusted against the appraised value of the structure. Therefore, when the DOB exceeds the appraised value for the structure, the final mitigation offer equals the appraised value for the land. e.g., The value of the Structure \$65,500.00 (a), minus the DOB \$7,400.42 (b), plus the value of the land 0 (c) equals \$58,099.58 (d).*

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate & school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses. Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home.

\_\_\_\_\_  
(Homeowner 1 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_  
(Homeowner 2 Name)

Date \_\_\_\_\_

\_\_\_\_\_  
(Homeowner 2 Signature)

*Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

Just Compensation Determination Statement

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property at  
5220 Roberts Road, Beaumont, Texas 77705.

See exhibit A for the lot description.  
5220 Roberts Road, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: NA

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 65,500. Jefferson County hereby offers the just compensation amount of

\$ 58,099.58 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$65,500 - \$7,400.42 = \$58,099.58 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:

Pre-Storm value minus DOB

(Insert methodology and formula used in calculating value.)

\_\_\_\_\_  
Name of elected official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Lot Description and Metes and Bounds*

Date:8/23/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Elizabeth Simmons (Property owner/s as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

**A. Relocation Assistance:**

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property;
4. Storage of personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the

fee. fee. at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation. 64

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

**B. Down Payment Assistance:**

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

**C. Buyout Incentives**

You are eligible for up to \$35,000 in additional assistance as a buyout incentive. The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with the necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for an additional buyout incentive.

fee.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply.)

\_\_\_\_\_ Relocation Assistance

\_\_\_\_\_ Down Payment Assistance

\_\_\_\_\_ Buyout Incentives

X  I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

\_\_\_\_\_ Date \_\_\_\_\_  
(Homeowner 1 Name)

\_\_\_\_\_  
(Homeowner 1 Signature)

\_\_\_\_\_ Date \_\_\_\_\_  
(Homeowner 2 Name)

\_\_\_\_\_  
Homeowner 2 Signature)

**Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

**NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2025**

On the \_\_\_ day of September 2024, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2025

<u>County and District Courts</u>	Service Fee	
	Proposed	Current
Bill of Review	\$ 100.00	\$75.00
Citations – All types	\$ 100.00	\$75.00
Constable's Deed of Sale (All Courts)	\$ 100.00	\$100.00
Ex-Parte Protective Order	\$ 100.00	\$75.00
Notice By Publication	\$ 100.00	\$75.00
Notice of An Application for A Protective Order	\$ 100.00	\$75.00
Notice of Garnishment	\$ 100.00	\$75.00
Notice of Hearing	\$ 100.00	\$75.00
Notice of Substitute Trustee Sale	\$ 100.00	\$75.00
Notice to Show Cause	\$ 100.00	\$75.00
Notice to Take Deposition (Oral/Written)	\$ 100.00	\$75.00
Notice/Precept to Serve	\$ 100.00	\$75.00
Posting Written Notice– All types	\$ 100.00	\$75.00
Precept to Serve/Ex Parte Order	\$ 100.00	\$75.00
Protective Order	\$ 100.00	\$75.00
Subpoena/Summons	\$ 100.00	\$75.00
Tax Warrant	\$ 100.00	\$75.00
Temporary Ex Parte Protective Order	\$ 100.00	\$100.00
Turnover Order (All Courts)	\$ 100.00	\$ 100.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$ 200.00	\$175.00
Writ of Certiorari (All Courts)	\$ 200.00	\$150.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)	\$ 200.00	\$175 up to 2 hours per deputy *
	7% with/without sale	\$ 75.00 \$ 50.00 per hour after 2 hours
	add per deputy	
Writ of Garnishment (All Courts)	\$ 200.00	\$175.00
Writ of Habeas Corpus (All Courts)	\$ 200.00	\$175.00
Writ of Injunction	\$ 200.00	\$150.00
Writ of Possession	\$ 200.00	\$175.00
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$ 200.00	\$175.00
Writ of Re-Entry (All Courts)	\$ 200.00	\$175.00
Writ of Sequestration (All Courts)	\$ 200.00	\$200.00
Writ of Temporary Injunction/Restraining Order	\$ 200.00	\$150.00
Writ of Turnover Order	\$ 200.00	\$ 125.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Writ of Order of Sale (All Courts) *	\$ 200.00	\$175.00 *
Commissions: 10% with sale (no maximum) 7%		
5% without sale (no maximum) 7%		
Order of Sale/Tax	\$ 200.00	\$175.00
Without Order		
Commissions: 6% plus all cost 7%		
6% without order (no maximum) 7%		
<b>Justice of the Peace Courts</b>		
Eviction Citation (Forcible Entry/Detainer)	\$ 100.00	\$75.00
Justice Court Citation	\$ 100.00	\$75.00
Justice Court Subpoena	\$ 100.00	\$75.00
Magistrate Emergency Protective Order	\$ 100.00	\$75.00
Notice	\$ 100.00	\$75.00
Certified Mail	\$ 100.00	\$75.00
Writ of Retrieval	\$ 200.00	\$ 175.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Summons/Subpoenas	\$ 100.00	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 200.00	\$ 175.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Writ of Attachment	\$ 200.00	\$175.00
Writ of Execution	\$ 200.00	\$175 up to 2 hours per deputy *
* Commissions: 10% with sale (no maximum) 7% with sale	\$ 75.00	\$ 50.00 per hour after 2 hours
5% without sale (no maximum) 7% without sale		
	add per deputy	
Writ of Possession	\$ 200.00	\$ 175.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$ 200.00	\$175.00
Writ of Sequestration	\$ 200.00	\$200.00
Writ of Re-entry	\$ 200.00	\$175.00
Notice of Substituted Trustee Sale	\$ 200.00	\$75.00
Turn Over Order	\$ 200.00	\$ 100.00 up to 2 hours per deputy
	add per deputy	\$ 75.00 \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$ 200.00	\$75.00
Local Youth Diversion Administrative Fee	NEW	\$ 50.00
<b>Warrants</b>		
Criminal Subpoena	\$ 10.00	\$10.00
Warrant -AFRS	\$ 50.00	\$50.00
Warrant for Arrest	\$ 50.00	\$50.00
Capias Pro Fine	\$ 50.00	\$60.00
Warrants ( All Courts)	\$ 50.00	\$50.00
Distress Warrants	\$ 200.00	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$ 200.00	\$150.00

\* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

**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 Meeker Municipal Water 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 \$ 708,074.00 (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.

**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

Meeker Municipal Water District  
 Billy Kinney, Board President  
 807 N Meeker Road  
 Beaumont Texas 77713-3151

meekerwater08@att.net

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

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

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

### **14. ASSIGNMENT**

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

### **15. AMENDMENTS**

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

### **16. VENUE AND CHOICE OF LAW**

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

### **17. SEVERABILITY**

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

### **18. INTEGRATED DOCUMENT**

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

**19. NO THIRD-PARTY BENEFICIARY**

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

**20. HEADINGS**

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

**21. AUTHORITY TO SIGN**

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

JEFFERSON COUNTY, TEXAS

Jeff Granick  
Jeff Granick  
County Judge  
Jefferson County, Texas

8.6.24  
Date

SUBRECIPIENT

Thomas Showers  
Thomas Showers  
Board President  
Meeker Municipal Water District

\_\_\_\_\_  
Date

ATTEST:

Roxanne Acosta-Hellberg  
Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

8/8/2024  
Date

ATTEST:

Charlie Adams  
Charlie Adams  
Operator, Utility Innovations  
Meeker Municipal Water District

8/20/24  
Date



EXHIBIT A

Project Information and Approved Work

**EXHIBIT A**

**Subrecipient Project Information and Approved Work**

**Subrecipient Entity Name**

Meeker Municipal Water District

**Subrecipient Mailing Address**

807 N Meeker Road  
Beaumont Texas 77713-3151

**Subrecipient Primary Contact**

Name: Billy Kinney  
Title: Board President  
Email: meekerwater08@att.net  
Phone #: 409-781-1008

**Subrecipient Secondary Contact**

Name: Charlie Adams  
Title: Operator, Utility Innovations  
Email: utilityinnovations@gmail.com  
Phone #: 409-782-4588

**Subrecipient Unique Entity Identifier**

ZR5CTDECT2V5

**SLFRF Subaward Amount**

\$ 708,074.00

**Project Name**

Well #3 Improvements

**Project Physical Address**

10325 Tram Road  
Beaumont, Texas 77713

**Project Description**

At-well #3, build elevated steel platform and metal building to house critical components such as generator, booster pumps, valves, piping, electrical equipment, disinfection equipment and testing equipment.

**Project Goals / Intended Outcomes**

Establish system resiliency to maintain safe levels of potable water throughout the distribution system despite challenges caused by flooding, or other disasters or circumstances .

**Approved Activities / Scope of Work**

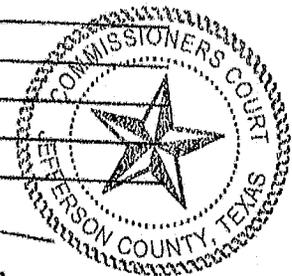
1. Preliminary & Detailed Engineering Design Services
2. Project Management & Administration
3. Construction Administration & Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]*  
8/16/2024

Subrecipient Signature & Date

*[Signature]*  
8/18/2024



## **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.

**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 Meeker Municipal Water 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, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 29,639.00, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient.

**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.

**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@jeffootx.us

Meeker Municipal Water District  
 Billy Kinney, Board President  
 807 N Meeker Road  
 Beaumont Texas 77713-3151

meekerwater08@att.net

## 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.

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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 Braddock

County Judge  
Jefferson County, Texas

8/16/2024  
Date

SUBRECIPIENT

Thomas Showers

Thomas Showers  
Board President  
Meeker Municipal Water District

8/20/2024  
Date

ATTEST:

*[Signature]*

Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

8/18/2024  
Date

ATTEST:

*[Signature]*

Charlie Adams  
Operator, Utility Innovations  
Meeker Municipal Water District

8/20/24  
Date



EXHIBIT A

Project Information and Approved Work

**EXHIBIT A**

**Subrecipient Project Information and Approved Work**

**Subrecipient Entity Name**

Meeker Municipal Water District

**Subrecipient Mailing Address**

807 N Meeker Road  
Beaumont Texas 77713-3151

**Subrecipient Primary Contact**

Name: Billy Kinney  
Title: Board President  
Email: meekerwater08@att.net  
Phone #: 409-781-1008

**Subrecipient Secondary Contact**

Name: Charlie Adams  
Title: Operator, Utility Innovations  
Email: utilityinnovations@gmail.com  
Phone #: 409-782-4588

**Subrecipient Unique Entity Identifier**

ZR5CTDECT2V5

**Project Cost**

\$ 107,488.24

**SLFRF Award Amount:**

\$29,639.00

**Project Name**

Old Sour Lake Road Water Line Extension

**Project Physical Address**

Old Sour Lake Road  
Beaumont, Texas 77713

**Project Description**

Construct 10" water line extension from Entergy Substation along Old Sour Lake Road to Moore Road including associated tie-ins to adjacent existing water distribution system lines, and the removal/abandonment of old water lines along the project alignment.

**Project Goals / Intended Outcomes**

This 10" water line extension will commence the beginning portion of a new water system redundancy loop. The 10" water line has been designed to an adequate size in order to aid and improve the water systems safe operating pressure. The intended outcomes of this project will be the future ability of system redundancy and ability to maintain safe levels of water quality throughout the distribution system.

**Approved Activities / Scope of Work**

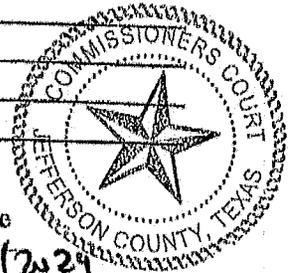
1. Preliminary & Detailed Engineering Design Services
2. Project Management and Administration
3. Construction Administration and Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]*  
8/11/2024

Subrecipient Signature & Date

*[Signature]*  
8/11/2024



## **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.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	520964	43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,114.44	520843	
CHUCK'S WRECKER SERVICE	475.00	520853	
M&D SUPPLY	2,486.16	520875	
ACE IMAGEWEAR	138.10	520891	
SUTHERLAND LUMBER CO.	741.99	520897	
UNITED STATES POSTAL SERVICE	.56	520914	
ADVANCE AUTO PARTS	178.75	520953	
MARTIN MARIETTA MATERIALS	4,622.32	520962	
EQUIPMENTSHARE.COM, INC	197.56	520990	9,954.88**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,492.23	520843	
ENTERGY	212.72	520867	
M&D SUPPLY	138.01	520875	
MOTION INDUSTRIES, INC.	330.84	520878	
PHILPOTT MOTORS, INC.	503.00	520879	
SETZER HARDWARE, INC.	5.64	520890	
ACE IMAGEWEAR	19.92	520891	
SMART'S TRUCK & TRAILER, INC.	222.88	520892	
BUMPER TO BUMPER	268.66	520925	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	148.50	520959	
DYNAMIC POWER SYSTEMS	38.80	521021	4,381.20**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	183.30	520849	
FARM & HOME SUPPLY	63.94	520864	
ENTERGY	545.45	520867	
INTERSTATE BATTERIES OF BEAUMONT/PA	49.69	520868	
AT&T	72.26	520895	
WINDSTREAM	48.96	520931	
ALL SERV INDUSTRIAL LLC	215.00	520937	
ASCO	155.93	520954	
RICHARD SAVANT	5,315.00	520981	6,649.53**
ROAD & BRIDGE PCT.#4			
JOHNSTONE SUPPLY	103.58	520846	
CASH ADVANCE ACCOUNT	963.06	520871	
M&D SUPPLY	245.06	520875	
O'REILLY AUTO PARTS	156.21	520972	
GULF COAST	249.75	520977	
MUNRO'S UNIFORM SERVICES, LLC	119.57	521003	1,837.23**
PARKS & RECREATION			
ENTERGY	10.07	520867	
METAL-MART	177.27	520876	
RITTER @ HOME	34.96	520886	
RICHARD SAVANT	730.76	520981	953.06**
GENERAL FUND			
TAX OFFICE			
AT&T	156.96	520895	
TEXAS ASSOCIATION OF COUNTIES	1,100.00	520898	
UNITED STATES POSTAL SERVICE	331.74	520914	1,588.70*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	245.00	520877	
PINNACLE MEDICAL MANAGEMENT CORP	395.00	520880	
UNITED STATES POSTAL SERVICE	.69	520914	
SIERRA SPRING WATER CO. - BT	75.47	520915	
BAPTIST PHYSICIAN NETWORK	224.00	520918	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	369.16	521002	1,309.32*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	16.77	520914	16.77*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	285.87	520914	
URBAN RECORDERS ALLIANCE	150.00	520948	
NAGARA	89.00	521000	
TEXAS ASSOCIATION OF COUNTIES	550.00	521015	1,074.87*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	520859	
CHARLES ROJAS	500.00	520906	
UNITED STATES POSTAL SERVICE	10.78	520914	1,010.78*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.66	520914	
VERONA ADAMS	143.98	520922	145.64*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	131.40	520914	131.40*
PRINTING DEPARTMENT			
CINTAS CORPORATION	61.38	520966	
BOSWORTH PAPERS	224.30	520992	
ODP BUSINESS SOLUTIONS, LLC	517.61	521002	
AMAZON CAPITAL SERVICES	499.80	521005	1,303.09*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	146.10	520862	
PORT ARTHUR NEWS, INC.	537.80	520881	
UNITED STATES POSTAL SERVICE	16.23	520914	700.13*
GENERAL SERVICES			
INTERFACE EAP, INC	1,317.60	520904	
VERIZON WIRELESS	303.94	520911	
ROCHESTER ARMORED CAR CO INC	6,663.79	520942	
LJA ENGINEERING INC	1,372.65	520949	
FIBERLIGHT LLC	2,009.00	520988	11,666.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	439.81	520914	439.81*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	386.00	520871	
UNITED STATES POSTAL SERVICE	28.46	520914	
AT&T MOBILITY	141.23	520963	555.69*
DISTRICT ATTORNEY			
BRANDON CROWDER	43.01	520858	
CASH ADVANCE ACCOUNT	7.00	520871	
RANDI A. KING	1,330.84	520873	
PATRICK KNAUTH	802.14	520874	
TDCAA BOOK ORDERS	45.00	520899	
JAMES ARCENEUX	58.80	520912	
UNITED STATES POSTAL SERVICE	159.25	520914	
MCM ELEGANTE HOTEL	123.05	520928	
SARAH STAUB	1,967.21	520996	
ODP BUSINESS SOLUTIONS, LLC	250.70	521002	
AMAZON CAPITAL SERVICES	33.66	521005	4,753.34*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	37.99	520893	
CDW COMPUTER CENTERS, INC.	357.93	520905	
UNITED STATES POSTAL SERVICE	305.06	520914	
ODP BUSINESS SOLUTIONS, LLC	3,071.81	521002	3,772.79*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	16,246.78	520851	
NATHAN REYNOLDS, JR.	800.00	520885	17,046.78*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.69	520914	.69*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	520914	1.38*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,590.00	520866	
NATHAN REYNOLDS, JR.	2,437.50	520885	
LAURIE PEROZZO	800.00	520938	
RYAN GERTZ	14,968.68	520940	
MATUSKA LAW FIRM	900.00	520957	
ODP BUSINESS SOLUTIONS, LLC	115.23	521002	20,811.41*
279TH DISTRICT COURT			
A. MARK FAGGARD	325.00	520863	
ANITA F. PROVO	660.00	520883	
NATHAN REYNOLDS, JR.	726.00	520885	
JOEL WEBB VAZQUEZ	935.00	520924	
TONYA CONNELL TOUPS	440.00	520933	
REAUD MORGAN & QUINN LLP	440.00	520936	
REALTIME REPORTING SERVICES INC.	57.50	520944	
BRITTANIE HOLMES	1,430.00	520951	
WILLIAM FORD DISHMAN	440.00	520955	
THE PARDUE LAW FIRM, PLLC	6,765.00	520984	
ALICIA K HALL PLLC	110.00	520985	
JULIANNA NICKS	1,562.00	521020	13,890.50*
317TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	440.00	520885	
KEVIN PAULA SEKALY PC	325.00	520889	
CHARLES ROJAS	435.00	520906	
GLEN M. CROCKER	220.00	520920	
KIMBERLY PHELAN, P.C.	1,540.00	520929	
ALLEN PARKER	550.00	520941	
BRITTANIE HOLMES	330.00	520951	
WILLIAM FORD DISHMAN	990.00	520955	
JULLIANA REYES	220.00	520971	
BUDDIE J HAHN	33.23	520978	
THE PARDUE LAW FIRM, PLLC	2,695.00	520984	
SHELANDER LAW OFFICE	2,050.00	520994	9,828.23*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	89.80	520914	89.80*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	55.03	520914	55.03*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	60.74	520914	60.74*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.76	520914	2.76*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	975.00	520842	
DAVID GROVE	250.00	520844	
JACK LAWRENCE	250.00	520845	
DONALD BOUDREAUX	300.00	520850	
A. MARK FAGGARD	800.00	520863	
MARVA PROVO	650.00	520882	
NATHAN REYNOLDS, JR.	550.00	520885	
CHARLES ROJAS	250.00	520906	
UNITED STATES POSTAL SERVICE	44.03	520914	
LANGSTON ADAMS	900.00	520923	
WILLIAM MARCUS WILKERSON	500.00	520952	
MATUSKA LAW FIRM	250.00	520957	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	520993	
BENJAMIN ALAN JEFFERIES	300.00	521011	
COUNTY COURT AT LAW NO. 3			6,269.03*
DAVID GROVE	500.00	520844	
UNITED STATES POSTAL SERVICE	39.33	520914	
MATUSKA LAW FIRM	250.00	520957	
JENNIFER DELAGE	250.00	520967	
BENJAMIN ALAN JEFFERIES	250.00	521011	
RAEGAN MINALDI	250.00	521023	
COURT MASTER			1,539.33*
KENT W JOHNS	1,500.00	520945	
MEDIATION CENTER			1,500.00*
UNITED STATES POSTAL SERVICE	5.52	520914	
BBB CONSUMER EDUCATION FOUNDATION	300.00	520976	
SHERIFF'S DEPARTMENT			305.52*
CITY OF NEDERLAND	43.02	520855	
AT&T	48.89	520895	
AT&T	48.89	520896	
UNITED STATES POSTAL SERVICE	2,686.15	520914	
CRIME LABORATORY			2,826.95*
ABACUS DIAGNOSTIC, INC.	365.18	520847	
AGILENT TECHNOLOGIES	686.77	520848	
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	520861	
FED EX	36.82	520865	
JAIL - NO. 2			1,159.77*
COASTAL WELDING SUPPLY INC	300.55	520856	
ECOLAB	658.52	520860	
ENTERGY	41,360.71	520867	
JACK BROOKS REGIONAL AIRPORT	1,029.20	520870	
M&D SUPPLY	86.80	520875	
SCOOTER'S LAWNMOWERS	59.99	520888	
LOWE'S HOME CENTERS, INC.	275.86	520921	
WORLD FUEL SERVICES	915.17	520939	
CAT5 RESOURCES LLC	427.50	520958	
GALLS LLC	112.19	520960	
SPINDLETOP PLUMBING	1,400.00	520998	
COLTON LOWE	69.00	521006	
MORTON MORROW INC	1,967.60	521014	
AMERICAN FLYERS INC	12,585.00	521017	
JUVENILE PROBATION DEPT.			61,248.09*
CHERYL TARVER	26.80	520903	
UNITED STATES POSTAL SERVICE	17.52	520914	
ROXANA MITCHELL	187.60	520961	
CHARITY HIGHTOWER	238.52	520970	
BRENDA WOOD	147.40	520989	
TY-JUNEA JONES	46.23	520997	
ODP BUSINESS SOLUTIONS, LLC	51.78	521002	

NAME	AMOUNT	CHECK NO.	TOTAL
LAQUITA TORRES	120.60	521012	
NAKIA FOBBS	261.97	521025	
JUVENILE DETENTION HOME			1,098.42*
ENTERGY	6,777.63	520867	
A1 FILTER SERVICE COMPANY	229.74	520947	
BIG THICKET PLUMBING INC	320.00	520968	
CONSTABLE PCT 1			7,327.37*
CASH ADVANCE ACCOUNT	2,903.21	520871	
UNITED STATES POSTAL SERVICE	29.72	520914	
CONSTABLE-PCT 2			2,932.93*
CASH ADVANCE ACCOUNT	270.00	520871	
CONSTABLE-PCT 6			270.00*
UNITED STATES POSTAL SERVICE	27.34	520914	
SILSBEE FORD INC	1,318.67	520956	
AGRICULTURE EXTENSION SVC			1,346.01*
CASH ADVANCE ACCOUNT	391.32	520871	
M&D SUPPLY	64.85	520875	
DAVID OATES	126.63	520965	
REBECCA CARPENTER	158.79	521009	
HEALTH AND WELFARE NO. 1			741.59*
CALVARY MORTUARY	900.00	520852	
UNITED STATES POSTAL SERVICE	53.73	520914	
SIERRA SPRING WATER CO. - BT	180.82	520916	
EZEA D EDE MD	3,235.86	520986	
TEXAS MEDICAL LIABILITY TRUST	987.50	520987	
HEALTH AND WELFARE NO. 2			5,357.91*
SIERRA SPRING WATER CO. - BT	31.47	520917	
TOCCARA JOHNSON	124.00	520969	
EZEA D EDE MD	3,289.91	520986	
TEXAS MEDICAL LIABILITY TRUST	987.50	520987	
ODP BUSINESS SOLUTIONS, LLC	156.71	521002	
ENVIRONMENTAL CONTROL			4,589.59*
AT&T	47.31	520895	
INDIGENT MEDICAL SERVICES			47.31*
CORLISS R RANDLE	1,200.00	520974	
KAYLEE BENNETT	210.00	520980	
OUTCOMES OPERATING INC	159.12	521016	
MAINTENANCE-BEAUMONT			1,569.12*
JOHNSTONE SUPPLY	337.24	520846	
CITY OF BEAUMONT - WATER DEPT.	132.61	520854	
CONSOLIDATED ELECTRICAL DIST INC.	57.72	520857	
JOHNSON SUPPLY	49.53	520872	
ACE IMAGEWEAR	228.41	520891	
TRIANGLE ENGINE DIST.	216.55	520900	
WHOLESALE ELECTRIC SUPPLY CO.	2,256.84	520902	
CENTERPOINT ENERGY RESOURCES CORP	836.36	520926	
A1 FILTER SERVICE COMPANY	732.70	520947	
CINTAS CORPORATION	78.42	520966	
MAINTENANCE-PORT ARTHUR			4,926.38*
SPIDLE & SPIDLE	778.95	520843	
AT&T	504.66	520895	
MAINTENANCE-MID COUNTY			1,283.61*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	158.49	520855	
ENTERGY	488.75	520867	
SERVICE CENTER			647.24*
CHUCK'S WRECKER SERVICE	125.00	520853	
J.K. CHEVROLET CO.	678.14	520869	
PHILPOTT MOTORS, INC.	220.30	520879	
JEFFERSON CTY. TAX OFFICE	7.50	520907	
JEFFERSON CTY. TAX OFFICE	7.50	520908	
JEFFERSON CTY. TAX OFFICE	7.50	520909	
JEFFERSON CTY. TAX OFFICE	7.50	520910	
MODICA BROS. TIRES & WHEELS	1,111.89	520919	
BUMPER TO BUMPER	1,559.77	520925	
UNITED RENTALS	2,555.00	520927	
AIRPORT GULF TOWING LLC	250.00	520930	
THIRD COAST TINT	75.00	520934	
MIGHTY OF SOUTHEAST TEXAS	427.48	520946	
SPANKY'S WRECKER SERVICE INC	150.00	520950	
ADVANCE AUTO PARTS	500.53	520953	
O'REILLY AUTO PARTS	325.92	520972	
VETERANS SERVICE			8,009.03*
UNITED STATES POSTAL SERVICE	10.64	520914	
			10.64*
MOSQUITO CONTROL FUND			205,262.47**
JACK BROOKS REGIONAL AIRPORT	239.02	520870	
SANITARY SUPPLY, INC.	157.00	520887	
SETZER HARDWARE, INC.	81.36	520890	
ACE IMAGEWEAR	74.42	520891	
UNITED PARCEL SERVICE	24.31	520901	
LJA ENGINEERING INC	1,160.00	520949	
CY-FAIR TIRE	81.95	520975	
J.C. FAMILY TREATMENT			1,818.06**
MARY BEVIL	1,569.50	520982	
BEAUMONT OCCUPATIONAL SERVICES	451.75	521007	
JUVENILE PROB & DET. FUND			2,021.25**
REGION V EDUCATION SERVICE CENTER	2,500.00	520884	
STABLE-SPIRIT	3,000.00	520935	
GRANT A STATE AID			5,500.00**
CDW COMPUTER CENTERS, INC.	729.57	520905	
ODP BUSINESS SOLUTIONS, LLC	6,080.52	521002	
COMMUNITY SUPERVISION FND			6,810.09**
UNITED STATES POSTAL SERVICE	51.84	520914	
JCCSC	250.00	520943	
COUNTY RECORDS MANAGEMENT			301.84**
UNITED STATES POSTAL SERVICE	.69	520914	
HOTEL OCCUPANCY TAX FUND			.69**
CITY OF BEAUMONT - WATER DEPT.	89.50	520854	
CASH ADVANCE ACCOUNT	797.88	520871	
PLUMBING SOLUTIONS	216.05	520995	
GEORGE WEST	8.04	520999	
MUNRO'S UNIFORM SERVICES, LLC	138.04	521003	
CRIME LAB FUNDING CJD			1,249.51**
CASH ADVANCE ACCOUNT	950.72	520871	
AIRPORT FUND			950.72**

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	875.44	520855	
UNITED STATES POSTAL SERVICE	1.38	520914	
DISH NETWORK	119.18	520932	
TITAN AVIATION FUELS	20,824.11	520973	
JM TEST SYSTEMS INC	99.00	520991	
BLUEGLOBES, LLC	1,132.78	521004	
SMITH EQUIPMENT SERVICES LLC	43,395.50	521022	66,447.39**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	21,292.65	521018	
MADISON NATIONAL LIFE INSURANCE COM	8,256.92	521019	
ANGIOLOGY CORPORATION OF AMERICA	24,750.00	521024	54,299.57**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	23,004.18	521013	23,004.18**
SHERIFF'S FORFEITURE FUND			
DEBORAH MAJORS	1,963.87	521010	1,963.87**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	400.00	521008	400.00**
ARPA CORONAVIRUS RECOVERY			
RECOVERY COUNCIL OF SOUTHEAST TEXAS	254,699.08	520979	254,699.08**
MARINE DIVISION			
CITY OF NEDERLAND	23.40	520855	23.40**
2021 PORT SECURITY GRANT			
SOUTHWEST BUILDING SYSTEMS	64,211.20	520894	64,211.20**
			712,782.72***



September 3, 2024

PEPE DOMINGUEZ  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

RE: ETJ plat

Dear Mr. Dominguez:

Please see the enclosed Replat of Tract 2, Block 3, Garden Villas Replat and of Lot 26A, Block 3, Garden Villas Replat into Lots 1 & 2, Shady Gardens, Beaumont, Jefferson County, Texas. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was, therefore, submitted to my office under the "One Stop" Agreement with the County. Please place this plat on the County Commissioner's agenda at your earliest convenience.

Once Commissioner's Court has signed the plat, please let us know so we can pick the plat up for filing.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-785-4789 or you can email me at [elayna.luckey@beaumonttexas.gov](mailto:elayna.luckey@beaumonttexas.gov).

Thank you,

A handwritten signature in black ink that reads "Elayna Luckey". The signature is written in a cursive, flowing style.

Elayna Luckey

Planning I

Planning Division, Community Development Department

PLANNING & COMMUNITY  
DEVELOPMENT

T 409.880.3100

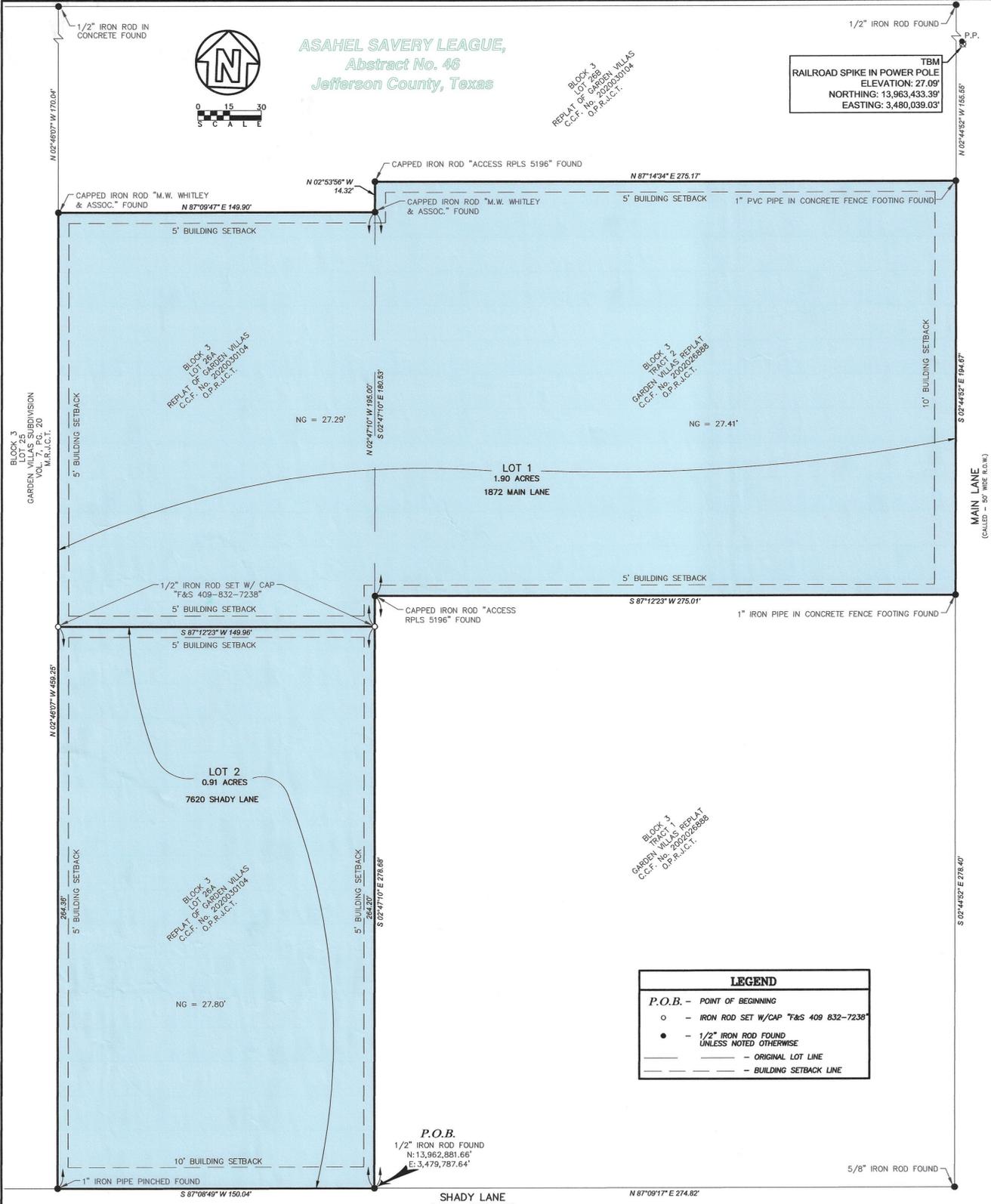
F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](http://beaumonttexas.gov)



ASAHEL SAVERY LEAGUE, Abstract No. 46 Jefferson County, Texas



LEGEND table with symbols for Point of Beginning (P.O.B.), iron rod set w/cap, iron rod found, original lot line, building setback line, and building setback.

FIELD NOTE DESCRIPTION: BEING A 2.811 ACRE TRACT OF LAND LYING IN THE ASAHEL SAVERY LEAGUE, ABSTRACT NO. 46 IN JEFFERSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN TRACT 2, BLOCK 3 OF THE GARDEN VILLAS REPLAT OF RECORD IN COUNTY CLERK'S FILE NO. 2002026888...

STATE OF TEXAS COUNTY OF JEFFERSON KNOW ALL MEN BY THESE PRESENTS: CHARLES SHAUNFIELD OWNER OF LOT 26A, BLOCK 3 OF THE GARDEN VILLAS REPLAT OF RECORD IN COUNTY CLERK'S FILE NO. 2002030104...

Charles Shaunfield CHARLES SHAUNFIELD OWNER

STATE OF TEXAS COUNTY OF JEFFERSON BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES SHAUNFIELD, OWNER OF SAID LOT 26A, BLOCK 3, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF August A.D., 2024. Tabitha M Haygood My Commission Expires 12/9/2026 Notary ID 134098634

STATE OF TEXAS COUNTY OF JEFFERSON KNOW ALL MEN BY THESE PRESENTS: ISAAC BALTIERREZ MEZA OWNER OF TRACT 2, BLOCK 3 OF THE GARDEN VILLAS REPLAT OF RECORD IN COUNTY CLERK'S FILE NO. 2002026888...

Isaac B Meza ISAAC BALTIERREZ MEZA OWNER

STATE OF TEXAS COUNTY OF JEFFERSON BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ISAAC BALTIERREZ MEZA, OWNER OF SAID TRACT 2, BLOCK 3, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

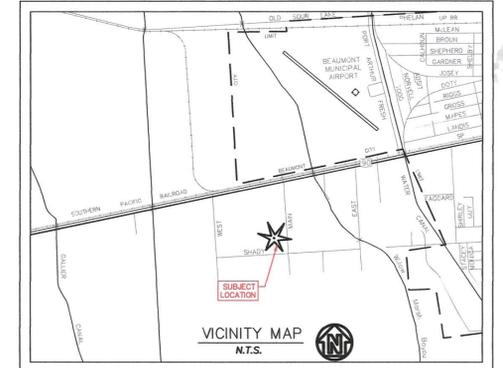
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF August A.D., 2024. REBECCA L. PELLERIN My Notary ID # 11965411 Expires May 9, 2028

CERTIFICATE OF COUNTY APPROVAL STATE OF TEXAS JEFFERSON COUNTY APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 20, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT...

COMMISSIONER, PRECINCT 1 JEFFERSON COUNTY, TEXAS COMMISSIONER, PRECINCT 2 JEFFERSON COUNTY, TEXAS COMMISSIONER, PRECINCT 3 JEFFERSON COUNTY, TEXAS COMMISSIONER, PRECINCT 4 JEFFERSON COUNTY, TEXAS COUNTY JUDGE JEFFERSON COUNTY, TEXAS

CITY PLANNING AND ZONING COMMISSION APPROVAL THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THIS DAY OF A.D., 20 CHAIRMAN ATTESTED AND APPROVED FOR ADMINISTRATION: SECRETARY



- SURVEYORS NOTES: 1. THIS SURVEY WAS COMPLETED AND THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. 2. THIS PROPERTY HAS DIRECT ACCESS TO AND FROM A PUBLICLY DEDICATED ROADWAY UNLESS SHOWN OTHERWISE, HEREON. 3. ALL BEARINGS AND COORDINATES INDICATED HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM - SOUTH CENTRAL ZONE 4204, NAD 83.

SURVEYORS CERTIFICATE THAT I, JAMES EVAN DOUGLAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE RULES FOR LAND SUBDIVISION BY THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

James Evan Douglas REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7072. SIGNED AND SWORN TO BEFORE ME BY JAMES EVAN DOUGLAS AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF July, 2024. Tabitha M Haygood NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES: 12/09/2026 (DATE)

REPLAT of TRACT 2, BLOCK 3 GARDEN VILLAS REPLAT OF RECORD IN COUNTY CLERK' FILE No. 2002026888 O.P.R.J.C.T. AND LOT 26A, BLOCK 3 GARDEN VILLAS REPLAT OF RECORD IN COUNTY CLERK' FILE No. 2020030104 O.P.R.J.C.T. INTO SHADY GARDENS LOTS 1 & 2 IN THE ASAHEL SAVERY LEAGUE ABSTRACT NO. 46 JEFFERSON COUNTY, TEXAS

Fittz & Shipman INC. Consulting Engineers and Land Surveyors 1405 CORNERSTONE COURT, BEAUMONT, TEXAS (409) 832-7238 FAX (409) 832-7303 T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #001086 SHT. 1 OF 1



**JEFFERSON COUNTY**  
**Engineering Department**

September 4, 2024

Judge Branick and  
Jefferson County  
Commissioners Court

**RE: Diamond D Ranch – Phase 7 (Hercules Drive)**  
**Release of Warranty and**  
**Consideration of Acceptance for Maintenance**

A request has been made for the release of warranty and the acceptance of the street and drainage facilities constructed as part of the Diamond D Ranch – Phase 7 subdivision. The street in this subdivision, as shown on the attached plat, under consideration is:

- Hercules Drive (2,423 lineal feet)

As required by the Jefferson County Subdivision and Development Regulations, we are submitting the following statements regarding the requested acceptance of the streets and drainage facilities in this subdivision:

- The streets, in their current condition and with no further repairs, upgrades or improvements, appear to be in compliance with the Regulations and all other guidelines in effect at the time of the inspection.
- All requirements regarding construction of drainage structures and driveway drain pipes have been satisfied; and
- The Precinct Commissioner and the Engineering Department recommend acceptance of the street by the Commissioner Court.

If approved by the Court, the streets will be added to the Jefferson County Road Inventory System.

Michelle Falgout, P.E. CFM  
County Engineer  
Jefferson County, Texas

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)  
Terry G. Shipman, P.E., Senior Consultant  
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President  
Donald R. King, P.E., Sr. Consultant

August 28, 2024

Michelle Falgout, PE, County Engineer  
Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701

**RE: Doguet's Diamond D Ranch - Phase 7 (Hercules Drive)  
Request for Release of 1-Year Warranty**

**FS Proj. No. 20121**

Dear Ms. Falgout,

The Final Plat for Doguet's Diamond D Ranch Phase 7 subdivision as developed by Doguet's Diamond D Ranch LTD was accepted by the Jefferson County Commissioners Court on 02/08/22 and has been maintained by Diamond D Development since that time. Therefore, we hereby request that the roads and drainage facilities Doguet's Diamond D Ranch Phase 7 subdivision be accepted for maintenance by Jefferson County.

Historical Dates are:

03/15/21 – Preliminary Plat Accepted by City of Beaumont  
05/04/21 – Preliminary Plat Accepted by Jefferson County Commissioners Court  
01/27/22 - Walk Thru Inspection with Jefferson County  
02/08/22 – Final Plat Accepted by Jefferson County Commissioners Court  
02/11/22 - Final Plat Signed by City of Beaumont Planning  
02/15/22 - Final Plat is recorded as #202205282

Please contact me regarding questions or comments.

Sincerely,

**Fittz & Shipman, Inc.**

by:  Donald R. King, P.E., Project Engineer  
for the Firm  
20121TR16

