

*Notice of Meeting and Agenda and Minutes
March 05, 2018*

SPECIAL, 3/5/2018 1:30:00 PM

BE IT REMEMBERED that on March 05, 2018, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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March 05, 2018

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, 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**
March 05, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th day of March 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

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March 05, 2018

PURCHASING:

1. Consider and approve, and execute Change Order No. 4 for (IFB 17-008/JW), Cheek Phase V - Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of 22 working days due to inclement weather conditions; bringing the total number of working days for this project from 132 days to 154 days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

SEE ATTACHMENTS ON PAGES 7 - 9

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Execute, receive and file a lease extension for (RFP 12-039/KJS), Remaining Lease of Properties Acquired as a Result of 'Buy-Out' with Justin D. Pierson for an additional five (5) years from March 8, 2018 to March 7, 2023.

SEE ATTACHMENTS ON PAGES 10 - 10

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve and execute, an Engagement Letter to update (Agreement 17-017/DC) for Retiree Medical Expenses and Liability Calculations under GASB No. 45 Jefferson County transitioning to GASB No. 75 Jefferson County 2017-2018 for an additional fee of \$7,500.00.

SEE ATTACHMENTS ON PAGES 11 - 12

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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4. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 17-037/YS), Inmate Health Care Services for Jefferson County Correctional Facility.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer - Airport - additional cost for airfield paint machine.

510-7091-463-6042	TRUCKS & TRAILERS	\$700.00	
510-7091-463-6014	BUILDINGS AND STRUCTURES		\$700.00

SEE ATTACHMENTS ON PAGES 13 - 14

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

6. Regular County Bills - check #443732 through checks #443945.

SEE ATTACHMENTS ON PAGES 15 - 22

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

7. Security needs to be discussConsider, possibly approve and authorize the County Judge to execute the Static Display Renewal Agreement between Jefferson County and the National Museum of the United States Air Force for the F-4D aircraft at the Veterans Memorial Park.

Security needs to be discussed with the passing of Mr Andrews, a World War Veteran that was the since before the county acquired the parks.

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SEE ATTACHMENTS ON PAGES 23 - 42

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ENGINEERING:

8. Consider and possibly approve a replat of Lot 28, Block 2 into Lots 28A and 28B, Block 2 of the Garden Villas, located off Shady Lane in Precinct No. 1. This plat is in the Beaumont ETJ (extra-territorial jurisdiction) and has met all of our platting requirements. It was approved by the City of Beaumont Planning and Zoning Commission.

SEE ATTACHMENTS ON PAGES 43 - 45

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and possibly approve a Minor Plat of Henson Estates, located off North China Road in Precinct No. 1. This plat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 46 - 47

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Execute, receive and file Utility Permit 02-U-18 to Trinity Bay Conservation District for potable water and a sewer line along Kiker Road. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 48 - 56

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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SHERIFF'S DEPARTMENT:

11. Receive and file executed Memorandum of Understanding between Jefferson County Sheriff's Office and Lamar Institute of Technology for training Police and Corrections Officers.

SEE ATTACHMENTS ON PAGES 57 - 59

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



Construction Contract Change Order

7

A505

Grant Recipient: JEFFERSON COUNTY, TEXAS

Select: City County

Contract No.: 7216231

Change Order No.: 4

Region: SETRPC

Contractor:

(Name and Address) MK Constructors
2485 North St.
Vidor, Texas 77662

Engineer:

(Name and Address) Action Civil Engineers, PLLC.
8460 Central Mall Drive
Suite J
Port Arthur, Texas 77642

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Change in Contract Duration

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date: 3/4/2018

Net change of previous Change Orders (days): 21

Increase/Decrease of this Change Order (days): 22

Change Order Contract End Date 4/16/2018

Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	21
This Net Change Order:		Increase/Decrease of this Change Order (days):	22
New Contract Price:	\$205,864.00	Change Order Contract End Date	4/16/2018
Cumulative % Change:	0.0%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

Grant Recipient Approval (REQUIRED)

C. W. Branick - EVERETTE ALFRED / PRO TDA	03/05/2018
Authorized Signature	

Jeff R. Branick, Jefferson County Judge
Authorized Signatory's Name and Title

Engineer's Recommendation

William V. Larrain	2/27/18
Engineer's Signature	

William V. Larrain, P.E.
Engineer's Name

Contractor's Authorization

Contractor's Signature	Date
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email
+	-

For TDA office use only

This Net Change Order:	Increase/decrease of this Change Order (days):
Net Change Order Approved:	Increase/decrease of this Change Order Approved:
Approved Contract Amount:	Approved Contract Time:

Notes:

Contract Specialist Signature	Date

Director Signature (optional)

Date

**LEASE EXTENSION FOR RFP 12-039/KJS
REMAINING LEASE OF PROPERTIES ACQUIRED AS A RESULT
OF "BUY- OUT"**

The County entered into a lease with Justin D. Pierson for five (5) years, from March 9, 2013 to March 8, 2018.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from March 8, 2018 to March 7, 2023.

ATTEST:



Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge
~~Justin D. Pierson~~

LEESEE:
Justin D. Pierson



(Name)



500 Dallas Street
Suite 2550
Houston, TX 77002
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

March 1, 2018

Ms. Fran M. Lee
Financial Manager
Jefferson County, Texas
215 Franklin, Suite 202
Beaumont, TX 77701

**Re: *Retiree Medical Expense and Liability Calculations under GASB No. 75*
Jefferson County**

Dear Ms. Lee:

Please refer to our 2016 OPEB Valuation report dated October 3, 2017. That report, which was based on the employee and retiree data used in the October 1, 2016 valuation of the pension plan, provided information with respect to your September 30, 2017 obligations and expense under GASB 45.

Based on our conversations, I have enclosed a Fee Schedule for performing the GASB 75 actuarial valuation for the fiscal year ending September 30, 2018. The valuation will include disclosures required under GASB No. 75.

Milliman's fee for updating the October 3, 2017 report as described above will be \$7,500. This fee for 2017-2018 represents the additional reporting and transition required from GASB 45 to GASB 75.

Please review, sign, and return the Fee Schedule to my attention. We agree that the work will be performed in accordance with the signed service agreement dated May 12, 2008.

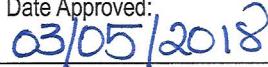
Please feel free to call me if you have any questions. I can be contacted at (713) 658-3013. Please let me know if you have any questions or concerns.

Sincerely

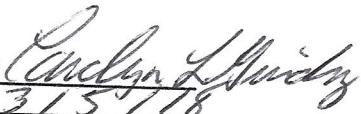
Jake Pringle, MAAA
Consulting Actuary

Enclosure
cc: Jim Tumlinson (Milliman)

Statement of Work

GASB 75 Disclosure		Effective Date: March 1, 2018	
Prepared for: Jefferson County, Texas			
Prepared by: Jake Pringle			
Project Timing			
Project Start Date:	March 1, 2018	Expected Project End Date:	November 2018
Project Description			
Deliverable	Description	Estimated Fees	Client Initials
GASB 75 Actuarial Valuation Report for FYE September 30, 2018	Financial statement entries including ADC, OPEB Expense, Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability	\$7,500	
Estimated Fee Summary			
Consulting Fees		\$7,500	
Key Notes / Assumptions			
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Consulting Services Agreement for Professional Actuarial Services between Milliman, Inc. and Jefferson County, Texas, effective as of May 12, 2008.		
2.	Travel, postage and other out-of-pocket expenses are not included in the above estimated fees. Any such expenses will be charged at cost as a direct expense.		
3.	The above fees are based on Milliman's understanding of the current project scope. Out-of-scope items will be billed separately.		
Client Signature: 		Date Approved: 	
Milliman Signature: 		Date Approved:	



ATTEST
DATE 3/15/18 

Fran Lee

From: Alex Rupp <arupp@co.jefferson.tx.us>
Sent: Monday, February 26, 2018 9:50 AM
To: 'Fran Lee'
Cc: Rhonda Brode; 'Jamey West'; 'Deb Syphrett-Clark'
Subject: Airfield Paint Machine
Attachments: Jefferson County- RoadPak Stripper.xlsx

Fran, we need to transfer \$700 from 60-14 Buildings & Structures to 60-42 Trucks & Trailers.

The Airfield Paint Machine is higher than we budgeted for (\$42,000 budgeted, \$44,566.90 HGAC cost), however we have \$1,880 balance from the zero-turn mower and only require \$700 to make up the shortfall.

Please let me know if you have any questions.

Thank you,

Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Dr, Suite 100
Beaumont, TX 77705
Tel 409.719.4900
Fax 409.722.2830

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Flights Daily to DFW via American Eagle.



TRANTEX, INC

3310-D FRICK ROAD
HOUSTON, TX 77086

PH 281-448-7711 FAX 281-591-6827

QUOTE

PREPARED FOR: *Aaron Hatcher*
Jefferson County
ahatcher@co.jefferson.tx.us
409-454-1604

QUOTE: RoadPak- Custom

DATE: February 23, 2018

PREPARED BY: Renee

AVAILABILITY		FOB	SHIP VIA	TERMS	
		Delivered	Best Way	Net 30	
NO.	QTY.	DESCRIPTION	PRICE	UNIT	TOTAL
1	1	RoadPak, 1-Pump, Complete System, Includes: 4 Paint/Bead Guns, 900Lb Total Beads (Dual 450LbTanks), 55 Gallon Drum Agitator, Compressed Air System for Beads, Air System Oiler, Hand Bead Applicator, Forklift Pockets, Skipline Control Box, Roadview Camera Guide System	51,741.00	ea	51,741.00
2	1	BuyBoard Discount- 10%	-5,174.10		(5,174.10)
3					-
4	1	Additional Discount	-2,000.00		(2,000.00)
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13					-
14					-

NOTE: BuyBoard # 534-17

Subtotal	44,566.90
Freight	0.00
Tax	0.00
Total	\$ 44,566.90

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

307.05

443805

307.05**

ROAD & BRIDGE PCT.#1

M&D SUPPLY

17.58

443776

AT&T

66.30

443796

UNITED STATES POSTAL SERVICE

41

443831

ADVANCE AUTO PARTS

151.75

443888

236.04**

ROAD & BRIDGE PCT.#2

MUNRO 'S

20.00

443779

RITTER @ HOME

39.15

443791

MEMBER'S BUILDING MAINTENANCE LLC

149.50

443894

GULF COAST

413.83

443931

622.48**

ROAD & BRIDGE PCT. # 3

FARM & HOME SUPPLY

72.85

443759

ENTERGY

484.23

443765

ISI COMMERCIAL REFRIGERATION

175.69

443767

OFFICE DEPOT

153.89

443783

AT&T

75.86

443796

MATHESON TRI-GAS

219.29

443806

INTERSTATE ALL BATTERY CENTER - BMT

91.90

443868

MEMBER'S BUILDING MAINTENANCE LLC

37.00

443894

SUPPLYWORKS

829.94

443913

FELIX AAA AUTO & TRUCK PARTS LLC

451.86

443918

2,592.51**

ROAD & BRIDGE PCT.#4

CITY OF BEAUMONT - WATER DEPT.

19.60

443743

ENTERGY

1,150.26

443765

1,169.86**

PARKS & RECREATION

ENTERGY

446.40

443765

LOUIS' YAZOO SALES & SERVICE, LLC

24.95

443774

SPRINT WASTE SERVICES LP

310.80

443898

SUPPLYWORKS

615.74

443913

1,397.89**

GENERAL FUND

TAX OFFICE

OFFICE DEPOT

513.90

443783

ACE IMAGEWEAR

21.22

443795

UNITED STATES POSTAL SERVICE

453.97

443831

ROCHESTER ARMORED CAR CO INC

352.00

443876

1,341.09*

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE

2.04

443831

2.04*

AUDITOR'S OFFICE

GOVERNMENT FINANCE OFFICERS ASSOC.

1,145.00

443736

OFFICE DEPOT

604.88

443783

UNITED STATES POSTAL SERVICE

16.56

443831

1,766.44*

COUNTY CLERK

OFFICE DEPOT

17.50

443783

CDW COMPUTER CENTERS, INC.

68.98

443813

UNITED STATES POSTAL SERVICE

224.70

443831

ENGINEERING INNOVATION

191.73

443930

502.91*

COUNTY JUDGE

CHEROKEE COUNTY CLERK

497.00

443753

OFFICE DEPOT

291.51

443783

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.62	443831	
HARVEY L WARREN III	500.00	443872	
ANDREW P GERTZ	500.00	443912	
JAN GIROUARD & ASSOCIATES LLC	1,000.00	443923	2,790.13*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	175.00	443798	
UNITED STATES POSTAL SERVICE	203.18	443831	378.18*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	443865	499.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.24	443831	3.24*
GENERAL SERVICES			
LTS WIRELESS, LTD	950.00	443775	
OLMSTED-KIRK PAPER	1,671.00	443784	
TIME WARNER COMMUNICATIONS	2,442.76	443800	
TIME WARNER COMMUNICATIONS	610.90	443801	
ADVANCED STAFFING	97.50	443810	
CROWN CASTLE INTERNATIONAL	1,499.91	443849	
MICHAEL "SHANE" SINEGAL	54.90	443866	
SOUTEX SURVEYORS INC	450.00	443874	
ROCHESTER ARMORED CAR CO INC	3,888.69	443876	
NETCJCA	175.00	443879	
VECTOR SECURITY	37.00	443936	11,877.66*
DATA PROCESSING			
OFFICE DEPOT	119.94	443783	
CDW COMPUTER CENTERS, INC.	869.11	443813	
VERIZON WIRELESS	75.98	443827	
SPS VAR, LLC	815.00	443842	
FAITH TECHNOLOGIES INC	1,900.00	443908	
SKYHELM LLC	5,577.00	443944	9,357.03*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	132.76	443831	132.76*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	152.93	443783	
CDW COMPUTER CENTERS, INC.	133.52	443813	
UNITED STATES POSTAL SERVICE	410.98	443831	
PV RENTALS LLC	247.50	443921	944.93*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	125.32	443831	
MATT TURNER	799.40	443927	924.72*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	251.82	443831	251.82*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,190.00	443764	
OFFICE DEPOT	605.61	443783	
PENGAD	216.10	443786	
UNITED STATES POSTAL SERVICE	7.62	443831	
JOHN STEVENS JR	6.00	443859	2,025.33*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.63	443831	1.63*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	45.12	443831	
LANGSTON ADAMS	600.00	443841	
WILLIAM MARCUS WILKERSON	800.00	443887	1,445.12*
279TH DISTRICT COURT			
DAVID GROVE	75.00	443735	
PHILLIP DOWDEN	1,125.00	443737	
MARVA PROVO	825.00	443789	
KEVIN PAULA SEKALY PC	325.00	443794	
CHARLES ROJAS	325.00	443815	
LANGSTON ADAMS	75.00	443841	
JOEL WEBB VAZQUEZ	75.00	443853	
ALICIA K HALL	150.00	443883	
LAW OFFICE OF J SCOTT FREDERICK	500.00	443907	3,475.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	443737	
OFFICE DEPOT	101.34	443783	
ANITA F. PROVO	400.00	443790	
LEXIS-NEXIS	225.00	443833	
GLEN M. CROCKER	225.00	443836	
JOEL WEBB VAZQUEZ	525.00	443853	
LINDSAY LAW FIRM, PLLC	3,000.00	443878	
BRITTANIE HOLMES	300.00	443886	
MELANIE AIREY	75.00	443906	
GORDON D FRIESZ	225.00	443916	5,576.34*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	70.48	443831	70.48*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	2.05	443831	2.05*
JUSTICE COURT-PCT 2			
CLASSIC FORMS AND PRODUCTS	99.00	443844	99.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	18.88	443831	18.88*
JUSTICE COURT-PCT 7			
KIRKSEY'S SPRINT PRINTING	104.90	443772	
AT&T	32.03	443796	136.93*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	440.22	443783	440.22*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.63	443831	
LEXIS-NEXIS	55.00	443832	56.63*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB	350.00	443749	
DONALD W. DUESLER & ASSOC.	250.00	443754	
UNITED STATES POSTAL SERVICE	3.39	443831	
LANGSTON ADAMS	350.00	443841	953.39*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	7.41	443831	
BRITTANIE HOLMES	250.00	443886	
JARED GILTHORPE	500.00	443901	
JANSON ELLIOTT BAILEY	300.00	443924	1,057.41*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE MEDIATION CENTER	.82	443831	.82*
UNITED STATES POSTAL SERVICE COMMUNITY SUPERVISION	4.08	443831	4.08*
KWP TELECOM LLC	6,000.00	443917	6,000.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY FED EX GT DISTRIBUTORS, INC. KAY ELECTRONICS, INC. MCNEILL INSURANCE AGENCY OFFICE DEPOT AT&T VERIZON WIRELESS UNITED STATES POSTAL SERVICE FIVE STAR FEED STANLEY SHIPPER SILSBEY FORD INC BEST BUY BUSINESS ADVANTAGE ACCOUNT GALLS LLC SOUTHEAST TEXAS OCCUPATIONAL MEDICI SOUTHEAST TEXAS EQUINE AND VETERINA	245.00 60.38 166.57 111.39 71.00 1,150.55 272.52 4,192.29 1,321.84 230.00 120.00 2,149.53 59.84 3,920.19 200.00 300.00	443758 443760 443762 443770 443778 443783 443796 443826 443831 443845 443846 443895 443896 443911 443925 443938	14,571.10*
CRIME LABORATORY			
FED EX FISHER SCIENTIFIC THREADS ATTAINIT AMERICAN SOCIETY FOR QUALITY	80.72 278.36 218.00 224.94 174.50	443760 443761 443829 443920 443943	976.52*
JAIL - NO. 2			
AAA LOCK & SAFE AVIALL BOB BARKER CO., INC. CITY OF BEAUMONT - WATER DEPT. COASTAL WELDING SUPPLY COBURN'S, BEAUMONT BOWIE (1) W.W. GRAINGER, INC. KOMMERCIAL KITCHENS M&D SUPPLY OFFICE DEPOT SANITARY SUPPLY, INC. AT&T WORTH HYDROCHEM LOWE'S HOME CENTERS, INC. UNITED RENTALS BELT SOURCE ICS WORLD FUEL SERVICES INDEPENDENT STATIONERS SAM'S CLUB DIRECT CONMED INC MATERA PAPER COMPANY INC THOMSON REUTERS-WEST KROPP HOLDINGS INC WASTEWATER TRANSPORT SERVICES LLC GALLS LLC SOUTHERN SUPPLY FOOD MARKETING CONCEPTS INC	87.50 54.10 3,192.40 13,233.83 10.72 265.28 238.27 2,778.94 49.80 1,014.97 439.60 977.71 327.00 161.35 74.99 55.04 6,876.00 1,045.00 818.69 246.68 191,258.64 1,678.45 3,751.82 1,213.34 2,003.00 809.84 1,516.10 8,090.09	443732 443738 443739 443743 443748 443750 443763 443773 443776 443783 443793 443796 443808 443840 443855 443858 443862 443870 443880 443885 443889 443890 443891 443893 443900 443911 443929 443937	242,269.15*
JUVENILE PROBATION DEPT.			
FED EX OFFICE DEPOT LARONDA TURNER	221.66 14.03 101.92	443760 443783 443785	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	51.83	443827	
UNITED STATES POSTAL SERVICE	10.84	443831	
TANISHA GRIFFIN	264.32	443904	
FUNCTION 4 LLC	125.00	443932	
JUVENILE DETENTION HOME			789.60*
AAA LOCK & SAFE	427.50	443732	
CITY OF BEAUMONT - WATER DEPT.	2,449.49	443743	
EPS	388.33	443756	
OFFICE DEPOT	134.64	443783	
SANITARY SUPPLY, INC.	116.99	443793	
CHARMTEX INC.	677.76	443847	
FLOWERS FOODS	144.17	443850	
BEN E KEITH FOODS	2,443.17	443851	
ATTABOY TERMITES & PEST CONTROL	80.00	443869	
A1 FILTER SERVICE COMPANY	183.79	443881	
ADVANTAGE INTEREST INC	291.96	443940	
CONSTABLE PCT 1			7,337.80*
CARPENTER'S TIME CENTER INC.	285.25	443741	
CASH ADVANCE ACCOUNT	764.90	443769	
MOTOROLA SOLUTIONS INC	7,786.50	443812	
VERIZON WIRELESS	227.94	443827	
UNITED STATES POSTAL SERVICE	26.24	443831	
CONSTABLE-PCT 2			9,090.83*
VERIZON WIRELESS	113.97	443827	
CONSTABLE-PCT 4			113.97*
OFFICE DEPOT	98.66	443783	
VERIZON WIRELESS	113.97	443827	
CONSTABLE-PCT 6			212.63*
VERIZON WIRELESS	113.97	443827	
UNITED STATES POSTAL SERVICE	11.84	443831	
OPTICSPLANET INC	44.39	443871	
CONSTABLE PCT. 7			170.20*
AT&T	32.03	443796	
VERIZON WIRELESS	113.97	443827	
CONSTABLE PCT. 8			146.00*
VERIZON WIRELESS	113.97	443827	
AGRICULTURE EXTENSION SVC			113.97*
UNITED STATES POSTAL SERVICE	1.63	443831	
HEALTH AND WELFARE NO. 1			1.63*
OFFICE DEPOT	101.72	443783	
UNITED STATES POSTAL SERVICE	58.41	443831	
EXCEL MEDICAL WASTE LLC	35.00	443914	
HEALTH AND WELFARE NO. 2			195.13*
CLAYBAR FUNERAL HOME, INC.	999.00	443747	
AT&T	32.03	443796	
TIME WARNER COMMUNICATIONS	117.14	443803	
NURSE PRACTITIONER			1,148.17*
MCKESSON MEDICAL-SURGICAL INC	355.09	443814	
CHILD WELFARE UNIT			355.09*

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	355.20	443837	
J.C. PENNEY'S	200.00	443838	
SEARS COMMERCIAL CREDIT	220.56	443839	
ENVIRONMENTAL CONTROL			775.76*
AT&T	22.91	443796	
INDIGENT MEDICAL SERVICES			22.91*
KING'S PHARMACY BEAUMONT	199.96	443882	
CARDINAL HEALTH 110 INC	14,635.42	443892	
VECTOR SECURITY	90.00	443935	
TDS OPERATING INC	235.00	443945	
MAINTENANCE-BEAUMONT			15,160.38*
CITY OF BEAUMONT - WATER DEPT.	6,931.11	443743	
CITY OF BEAUMONT - WATER DEPT.	54.60	443744	
CITY OF BEAUMONT - WATER DEPT.	71.61	443745	
COBURN'S, BEAUMONT BOWIE (1)	357.50	443750	
CONSOLIDATED ELECTRICAL DIST INC.	615.52	443752	
ECOLAB	209.95	443757	
W.W. GRAINGER, INC.	14.40	443763	
ENTERGY	2,625.66	443765	
M&D SUPPLY	327.12	443776	
RALPH'S INDUSTRIAL ELECTRONICS	153.74	443792	
SANITARY SUPPLY, INC.	2,268.16	443793	
ACE IMAGEWEAR	163.64	443795	
AT&T	5,286.44	443796	
OTIS ELEVATOR COMPANY	2,808.46	443848	
QUINCY COMPRESSOR LLC	216.00	443902	
CINTAS CORPORATION	88.19	443926	
STARK SERVICES	515.00	443939	
MAINTENANCE-PORT ARTHUR			22,707.10*
CITY OF PORT ARTHUR - WATER DEPT.	1,117.11	443746	
ALL-PHASE ELECTRIC SUPPLY	138.99	443751	
OFFICE DEPOT	265.99	443783	
AT&T	1,365.22	443796	
SOLAR	108.70	443835	
LOWE'S HOME CENTERS, INC.	249.66	443840	
TEXAS GAS SERVICE	1,027.86	443843	
PARKER LUMBER	162.88	443873	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	443894	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	166.75	443909	
MAINTENANCE-MID COUNTY			7,352.44*
ACE IMAGEWEAR	32.41	443795	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	443894	
SERVICE CENTER			1,957.93*
SPIDLE & SPIDLE	3,476.84	443734	
KINSEL FORD, INC.	136.30	443771	
MUNRO'S	39.70	443779	
PHILPOTT MOTORS, INC.	154.00	443787	
JEFFERSON CTY. TAX OFFICE	7.50	443818	
JEFFERSON CTY. TAX OFFICE	7.50	443819	
JEFFERSON CTY. TAX OFFICE	7.50	443820	
JEFFERSON CTY. TAX OFFICE	7.50	443821	
JEFFERSON CTY. TAX OFFICE	7.50	443822	
JEFFERSON CTY. TAX OFFICE	7.50	443823	
JEFFERSON CTY. TAX OFFICE	22.00	443824	
JEFFERSON CTY. TAX OFFICE	516.10	443825	
PETROLEUM SOLUTIONS, INC.	122.28	443852	
PRO CHEM INC	340.10	443884	
24 HR SAFETY LLC	7.50	443899	
TEXAS DEPARTMENT OF MOTOR VEHICLES	2,238.78	443915	
BOUDREAUX'S TRUCK & TRAILER REPAIR	182.71	443922	
DENNIS LOWE		443928	
MOSQUITO CONTROL FUND			7,288.81*
			384,892.38**

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	88.58	443763	
MUNRO'S	58.70	443779	
TIME WARNER COMMUNICATIONS	79.75	443802	
WESTPORT AG	3,058.20	443817	
PARKER LUMBER	78.31	443873	
AERO PERFORMANCE	316.38	443897	
			3,679.92**
FEMA EMERGENCY			
JACK BROOKS REGIONAL AIRPORT	98.43	443768	
UNITED RENTALS	3,718.58	443856	
UNITED RENTALS	1,100.80	443857	
			4,917.81**
LAW LIBRARY FUND			
LEXIS-NEXIS	55.00	443833	
THOMSON REUTERS-WEST	191.84	443891	
EMPG GRANT			246.84**
TIME WARNER COMMUNICATIONS	85.43	443804	
JUVENILE PROB & DET. FUND			85.43**
VERIZON WIRELESS	31.37	443827	
GRANT A STATE AID			31.37**
HERNANDEZ OFFICE SUPPLY, INC.	81.54	443766	
CASH ADVANCE ACCOUNT	1,069.10	443769	
HAYS COUNTY	13,454.00	443809	
			14,604.64**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIERS OFFICE	230,515.28	443740	
KIRKSEY'S SPRINT PRINTING	24.95	443772	
OFFICE DEPOT	455.96	443783	
VERIZON WIRELESS	42.62	443827	
UNITED STATES POSTAL SERVICE	52.08	443831	
JCCSC	270.00	443877	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	443905	
			231,431.89**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,426.95	443743	
ENTERGY	1,396.35	443765	
KIM MCKINNEY, LPC, LMFT	300.00	443777	
PREMIUM PLUMBING	135.00	443788	
SYSKO FOOD SERVICES, INC.	1,133.07	443797	
TIME WARNER COMMUNICATIONS	37.84	443799	
VERIZON WIRELESS	15.70	443827	
BEN E KEITH FOODS	1,151.35	443851	
SAM'S CLUB DIRECT	245.80	443885	
			5,842.06**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	1,213.01	443769	
DRUG INTERVENTION COURT			1,213.01**
SANITARY SUPPLY, INC.	63.10	443793	
J.P. COURTROOM TECH. FUND			63.10**
VERIZON WIRELESS	227.96	443827	
HOTEL OCCUPANCY TAX FUND			227.96**
ENTERGY	1,655.32	443765	
MUNRO'S	141.67	443779	
OFFICE DEPOT	201.74	443783	
TRI-CITY COFFEE SERVICE	65.05	443805	
LA RUE ROUGEAU	99.74	443860	

NAME	AMOUNT	CHECK NO.	TOTAL
JOSEPH SEMIEN	15.81	443861	
JESSIE DAVIS	38.69	443864	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	443867	
CINTAS CORPORATION	108.28	443926	
HOUSTON FIRST CORPORATION	260.00	443934	
AIRPORT FUND			2,986.30**
HILO / O'REILLY AUTO PARTS	96.74	443733	
NOACK LOCKSMITH	12.00	443780	
SANITARY SUPPLY, INC.	330.54	443793	
WHITE TUCKER COMPANY INC	81.72	443807	
VERIZON WIRELESS	37.99	443827	
LOWE'S HOME CENTERS, INC.	208.74	443840	
INTERSTATE ALL BATTERY CENTER - BMT	399.98	443868	
AERO PERFORMANCE	817.44	443897	
EASTERN AVIATION FUELS INC	36,210.51	443903	
HIOTE PLUMBING INC	3,750.00	443941	
AIRPORT IMPROVE. GRANTS			41,945.66**
ALLCO, INC.	110,400.37	443828	
SE TX EMP. BENEFIT POOL			110,400.37**
GROUP ADMINISTRATIVE CONCEPTS INC	133,816.75	443875	
EXPRESS SCRIPTS INC	53,611.83	443942	
LIABILITY CLAIMS ACCOUNT			187,428.58**
CALVERT EAVES CLARKE & STELLY LLP	16,764.09	443919	
WORKER'S COMPENSATION FD			16,764.09**
TRISTAR RISK MANAGEMENT	12,002.38	443854	
SHERIFF'S FORFEITURE FUND			12,002.38**
VERIZON WIRELESS	75.98	443826	
SILSBEE FORD INC	24,990.97	443895	
CNTY & DIST COURT TECH FD			25,066.95**
VERIZON WIRELESS	265.97	443827	
MARINE DIVISION			265.97**
DYNAMIC POWER SYSTEM, INC.	51.00	443755	
VIN'S PAINT & BODY, INC.	1,552.00	443811	
SIERRA SPRING WATER CO. - BT	67.26	443834	
THE DINGO GROUP-PETE JORGENSEN MARI	634.60	443863	
ASAP - CONSTABLE			2,304.86**
TND WORKWEAR CO LLC	628.00	443933	
SHERIFF - COMMISSARY			628.00**
TRAILER HITCH DEPOT	2,831.25	443816	
			2,831.25**
			1,056,186.65***

**AGENDA ITEM****March 5, 2018**

Consider, possibly approve and authorize the County Judge to execute the Static Display Renewal Agreement between Jefferson County and the National Museum of the United States Air Force for the F-4D aircraft at the Veterans Memorial Park.

NATIONAL MUSEUM OF THE U.S. AIR FORCE

RCS: HAF-HO(A) 8801

Loan Account Number SDA0415

26-Dec-17

ACCESSION #	NOMENCLATURE	VOUCHER #
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	SD2014-004

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

(Date)

Typed or Printed Name

Typed or Printed Title

2018 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R. BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	HONORABLE JEFF R. BRANICK
TITLE PRIMARY POINT OF CONTACT	COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	fjackson@co.jefferson.tx.us <i>does not work my</i> <i>It does</i>

 JEFFERSON COUNTY COURTHOUSE JEFF R. BRANICK <i>County Judge</i>	FRED JACKSON <i>First Assistant To County Judge Staff Attorney</i> P.O. Box 4025 Beaumont, Texas 77704 Beaumont: (409) 835-8469 Port Arthur: (409) 727-2191 Ext 8469 Facsimile: (409) 839-2311 Email: fjackson@co.jefferson.tx.us
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STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- Signed/dated Inventory Report.
- Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- Compact Disc (CD) of photographs of each item on loan.
-Photographs will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition and tail number of the airframe.
-DO NOT send printed photos, flash drives, movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD.
- Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

DUE TO EMAIL RESTRICTIONS THE LOAN RENEWAL PACKAGE MUST BE RETURNED THROUGH THE MAIL TO THE FOLLOWING ADDRESS:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2018

FRED L. JACKSON

First Assistant To County Judge
Staff Attorney

Office: (409)835-8466
Fax: (409)839-2311



Jefferson County Courthouse
1149 Pearl Street, 4th Floor
Beaumont, Tx. 77701

fjackson@co.jefferson.tx.us

JEFF R. BRANICK

County Judge

2/23/18

We, Jefferson County, are self-insured.

Fred Jackson



28
RECEIVED FEB 16 2018
DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102

12 February 2018

JEFFERSON COUNTY (SDA0415)
HONORABLE JEFF R. BRANICK
PO BOX 4025
BEAUMONT TX 77704

Attached is the 2018 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF).

The renewal package includes the following:

1. Instruction Sheet, this will guide you through the renewal process.
2. 2018 Loan Agreement with Attachments 1 and 2. Sign and return.
3. 2018 Inventory, sign and return one copy.
4. Point of Contact Information Sheets, pen and ink changes and return.
5. Return Checklist, check off list and return.

Please make sure you review and follow the instructions provided to you.

The 2018 loan renewal package must be returned no later than **31 March 2018**.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Air Force history. If you have any questions or you need additional information, please contact me at NMUSAF.MUC.Static.Display@us.af.mil.

Sincerely

MELISSA SHAW
Community Static Display Program Administrator

Attachments:

1. Instruction Sheet
2. 2018 Loan Agreement w/Attachments
3. 2018 Inventory Report
4. Point of Contact Information Sheet
5. Return Checklist

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. LOAN AGREEMENT: Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. INVENTORY REPORT: Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (munitions that are attached to the aerospace vehicles), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. POINT OF CONTACT INFORMATION SHEET: Review the Point of Contact Information sheet and make pen and ink changes only to correct the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence.

4. PHOTO REQUIREMENT: Provide a CD containing current digital images saved in JPG format. No hard copies, flash drives, videos, movies, PowerPoints, etc.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition and tail number for the airframe. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. INSURANCE: Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year. **Document must be dated.**

6. RETURN CHECK LIST: Complete return check list.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2018 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the JEFFERSON COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at BEAUMONT, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2018 and ending 31 March 2019. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2018.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement

equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by TX Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the NMUSAF, this Nineteenth Day of January 2018, at Wright-Patterson AFB Ohio.

SHAW.MELISSA.L.1
268824703
By: MELISSA SHAW
Digitally signed by
SHAW.MELISSA.L.1268824703
Date: 2018.01.19 15:57:58 -05'00'

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2018, at _____.

(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address:

Telephone: _____ Fax Number: _____

Email:

ATTACHMENT 1**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE
VEHICLES****SECTION A - GENERAL****A. Information:**

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).
2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.
4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).
2. Clean excess oil and grease from exterior components of engines (if applicable).
3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.
4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.
5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.
2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.
5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.
2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.
3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.
4. Remove all antenna wires that could serve as a bird roost.
5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.
6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.
2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.
2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:
 - a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.
 - b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.
 - c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.
2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as fluorescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UF Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Friday, February 23, 2018 8:44 AM
To: 'Commissioner Arnold' (<eddiearnold@co.jefferson.tx.us>)
Cc: 'Commissioner Weaver' (<bweaver@co.jefferson.tx.us>); 'Commissioner Sinegal' (<msinegal@co.jefferson.tx.us>); 'Commissioner Alfred' (<ealfred@co.jefferson.tx.us>); Don Rao (<drao@co.jefferson.tx.us>); Steve Stafford [<sstafford@co.jefferson.tx.us>] (<sstafford@co.jefferson.tx.us>); 'Ronda Conlin' (<rconlin@co.jefferson.tx.us>); 'Jody Jannise' (<jjannise@co.jefferson.tx.us>); 'Judge Branick' (<jbranick@co.jefferson.tx.us>); Doug Canant <dscanant@dd6.org> (<dscanant@dd6.org>); 'Adina Josey'
Subject: Replat Of Lot 28 Block 2 of the Garden Villas - Beaumont ETJ
Attachments: Replat of Lot 28 Blk 2 The Garden Villa Bmt ETJ.pdf; Replat Lot 28 Blk 2 Garden Villas Bmt. ETJ Email.pdf

Commissioner Arnold ,

Attached is a PDF of a Replat of 28A & 28B of the Garden Villas Being all of Lot 28, Block No.2 of the Garden Villas, located off Shady Lane in Precinct #1. This plat is in the Beaumont ETJ, it was approved by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, March 5th, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

BEAUMONT

TEXAS

February 21, 2018

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701



Re: ETJ plats

Dear Mr. Dominguez:

Please see the enclosed replat of Lot 28, Block 2 into Lots 28A & 28B, Block 2 of the Garden Villas. This item was approved by the Planning & Zoning Commission on February 19, 2018. Please place this item on the Commissioner's Court agenda at your earliest convenience.

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 409-880-3764 or you can email me at Adina.Josey@beaumonttexas.gov .

Thank you,

Adina Josey, CFM
 Senior Planner
 City of Beaumont

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, February 20, 2018 7:26 AM
To: 'Commissioner Arnold' (<eddiearnold@co.jefferson.tx.us>)
Cc: Don Rao (<drao@co.jefferson.tx.us>); Steve Stafford [<sstafford@co.jefferson.tx.us> (<sstafford@co.jefferson.tx.us>); 'Commissioner Weaver' (<bweaver@co.jefferson.tx.us>); 'Commissioner Sinegal' (<msinegal@co.jefferson.tx.us>); 'Commissioner Alfred' (<ealfred@co.jefferson.tx.us>); 'Judge Branick' (<jbranick@co.jefferson.tx.us>); 'Ronda Conlin' (<rconlin@co.jefferson.tx.us>); 'Jody Jannise' (<jjannise@co.jefferson.tx.us>); Doug Canant <dscanant@dd6.org> (<dscanant@dd6.org>)
Subject: Minor Plat Henson Estates
Attachments: Minor Plat Henson Estates Review.pdf

Commissioner Arnold ,

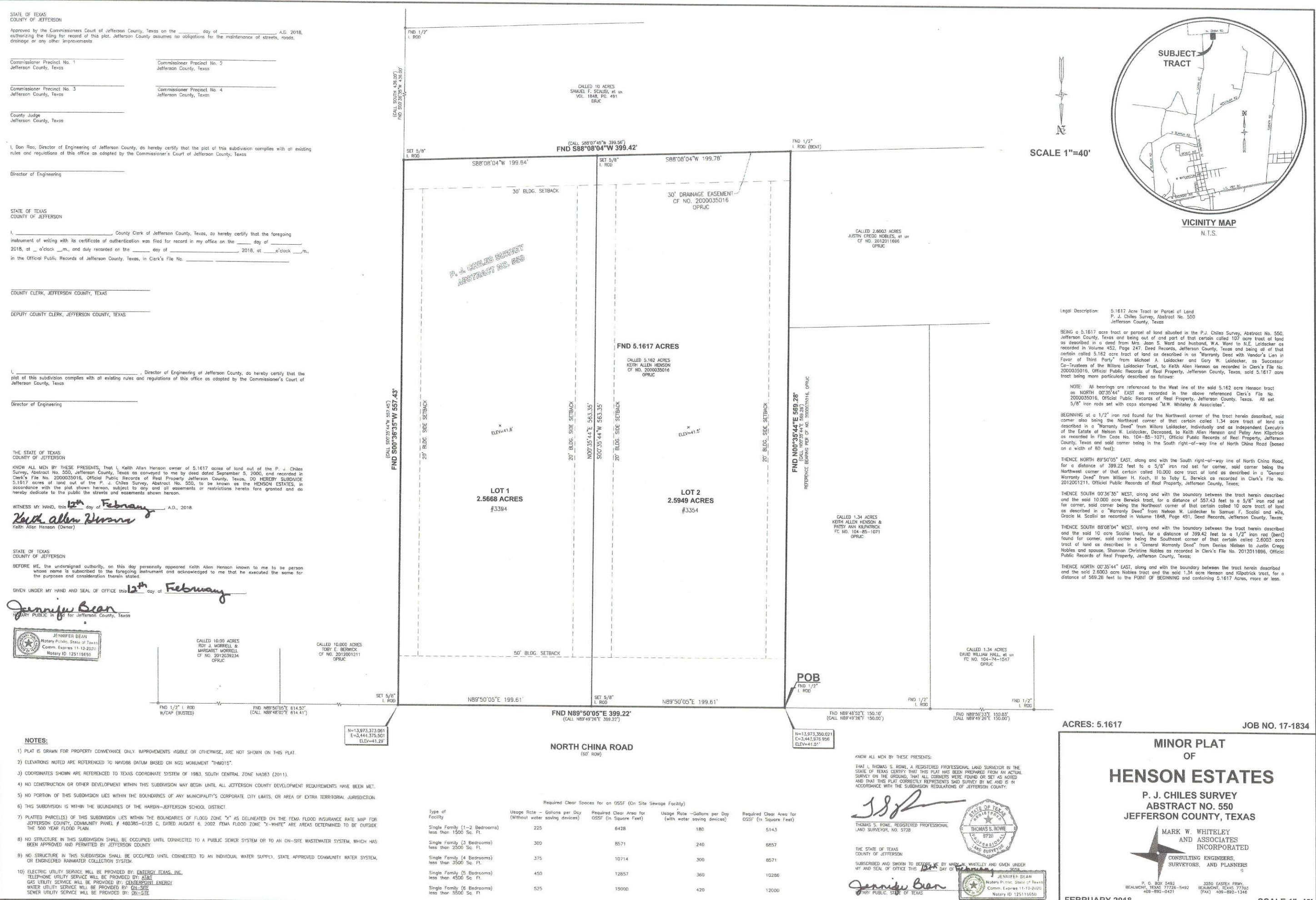
Attached is a PDF of a Minor Plat of Henson Estates, located off North China Road in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, March 5, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us



Permit No. 02-4-18Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date February 28, 2018

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Trinity Bay Conservation District (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Potable Water & Sewer, location of which is fully described as follows: Along Kiker Road. See attached plans.

6 pages of drawings attached.

Construction will begin on or after March 12, 2018.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Company Trinity Bay Conservation District

By Jerry Shadden

Title General Manager

Address P.O. Box 599

Stowell, Texas 77661

Telephone 409-296-3602

Fax No. 409-296-1055

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

For John Stapp
Director of Engineering

03/05/18
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By Worth F. Aoy
County Judge



Page 1
 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

February 28, 2018

Don Rao, Director
 Jefferson County Engineering Department
 1149 Pearl Street
 5th Floor
 Beaumont, TX 77701

Re: Trinity Bay Conservation District
 Request of Approval
 Water and Sanitary Sewer Lines along Kiker Road

Dear Mr. Rao:

This letter is written on the behalf of Jerry Shadden, General Manger of the Trinity Bay Conservation District (TBCD). TBCD is requesting approval from Jefferson County to install a 2" PVC sanitary sewer low pressure line and a 6" PVC water distribution line within Jefferson County's public road right-of-way (ROW). These utility lines will be installed as to provide approximately 1,000' of sanitary sewer and water service along Kiker Road between Coon Road and Shellhammer Road.

The proposed construction of the 2" sanitary sewer low pressure line and the 6" PVC water distribution line shall adhere to the specifications as shown in Jefferson County's "Utility and Common Carrier Pipeline Policy". The proposed utilities to be installed shall be constructed with a minimum of three (3) feet of cover.

If you should have any questions or comments, please contact Carroll & Blackman to discuss.

Sincerely,

LJA ENGINEERING, INC.
Consulting Engineers – Planners - Surveyors

Jeff Scogin

Jeff Scogin
 Project Manager

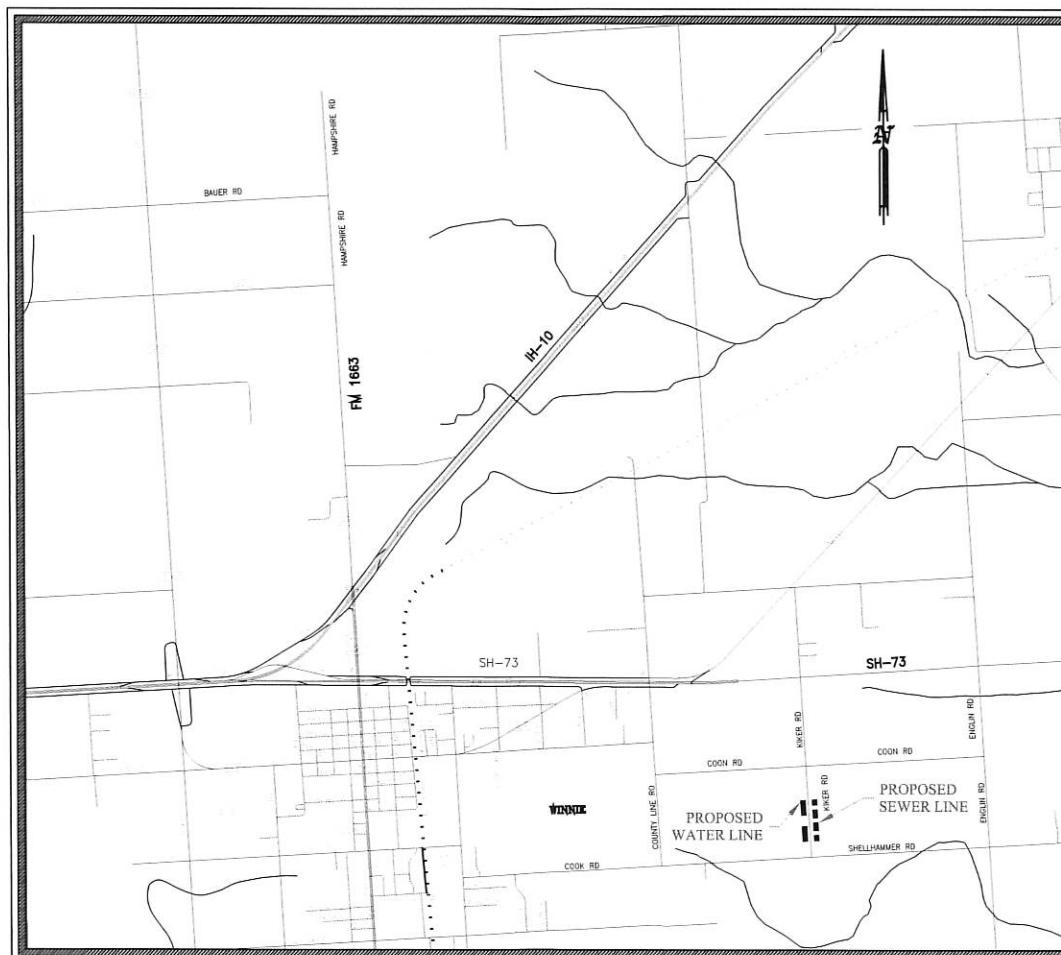


TRINITY BAY CONSERVATION DISTRICT

KIKER ROAD WATER AND SEWER IMPROVEMENTS

INDEX TO DRAWINGS

TITLE	SHEET NO.
TITLE SHEET	1
LOCATION MAP	2
GENERAL NOTES	3
PROPOSED PLAN SHEETS	4
MISCELLANEOUS DETAILS	5
TRENCH DETAILS	6



PROJECT LOCATION
NTS

PREPARED BY:
LJA ENGINEERING, INC.
 CONSULTING ENGINEERS
 2615 CALDER AVE, SUITE 500 BEAUMONT, TEXAS 77702
 Texas Registered Engineering Firm FRN-F-1386

FEBRUARY 2018

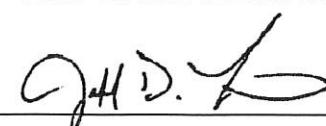
TRINITY BAY CONSERVATION DISTRICT

BOARD OF DIRECTORS:

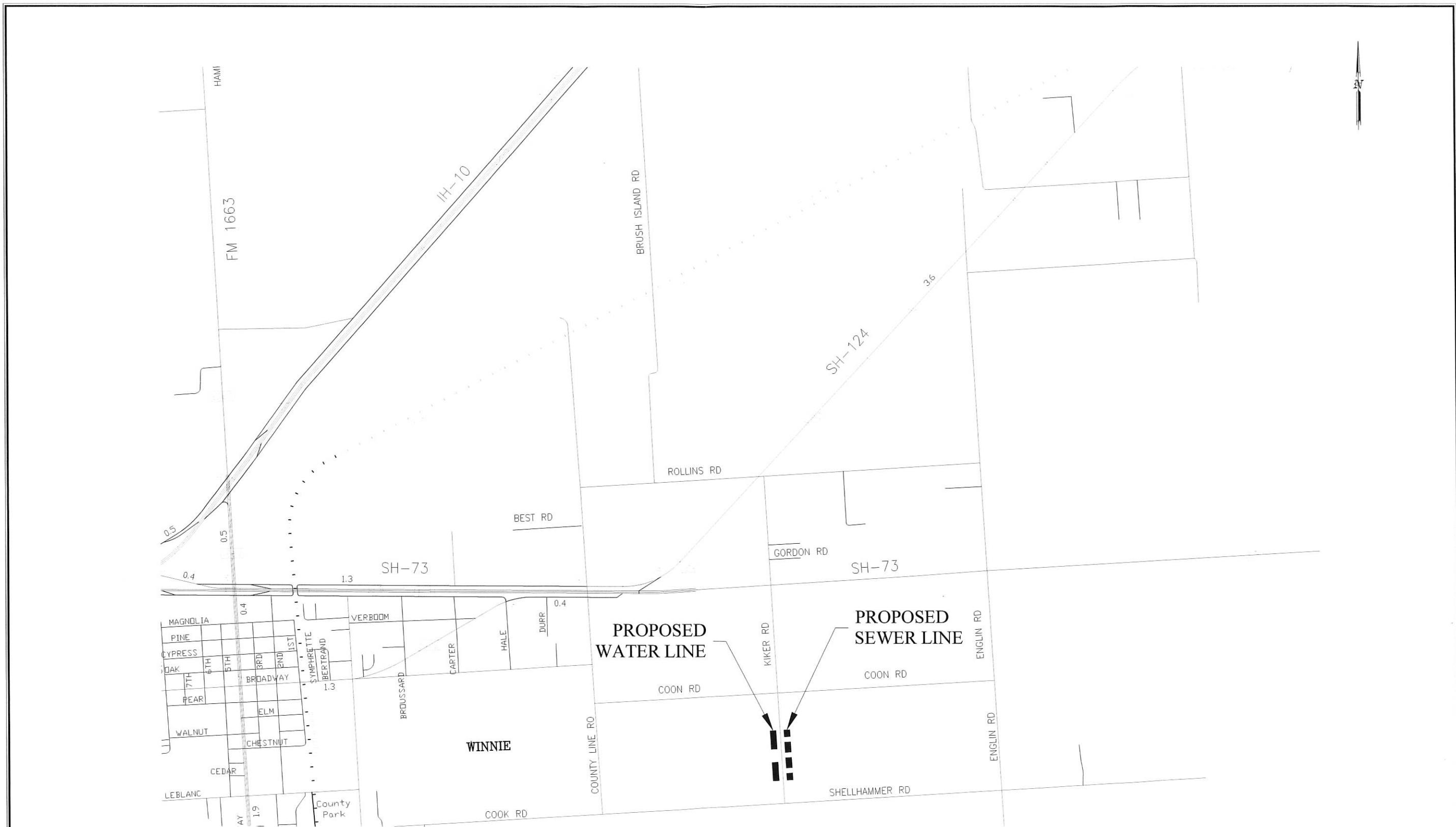
JEFFREY JENKINS	PRESIDENT
GREG TURNER	VICE PRESIDENT
DOROTHY HAMILTON	SECRETARY
TOMMY GILBERT	MEMBER
MICHAEL WINZER	MEMBER
JERRY SHADDEN	GENERAL MANAGER

APPROVED

LJA ENGINEERING, INC.

BY: 
JEFFREY D. LEAVINS, P.E. NO. 111537

2/23/18
DATE



D:\PROJECTS\6000\6499\6400\6442\17-KIKER ROAD - WATER AND SEWER LINES\2-28-18\CAD\2 - LOCATION MAP.DWG

Date :
2/18
File Name :
CAD
File Drawer :
6442



THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
JEFFREY D. LEAVINS, P.E. 111537.

N

LJA Engineering, Inc.

3120 Fannin Street
Beaumont, Texas 77701



TRINITY BAY CONSERVATION DISTRICT
KIKER ROAD WATER & SEWER IMPROVEMENTS

LOCATION MAP

Action	Name	Date
Design	JDL	2/18
Drawn	DWS	2/18
Checked	JBS	2/18
Approved	JDL	2/18
Scale	NTS	
Sheet	2	Of 6

GENERAL NOTES

- In all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.
- The Contractor shall verify all dimensions and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.
- The Contractor shall confine his operations to the indicated easements and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soils and materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws at the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.
- All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.
- The location of all utilities (water, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of the utilities. The Contractor shall give each utility Owner the required notice prior to beginning construction near each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.
- The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.
- The Contractor shall be responsible for the restoration of all property markers disturbed during construction.
- The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.
- In the Road R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.
- Megalug restraining flanges shall be used at all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.
- The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.
- The Contractor shall coordinate with TBCD a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.
- Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the trench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all shoring of open pits as required by OSHA and the specifications.
- The contractor shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.
- The Contractor shall dispose of all materials and rubbish removed from the project site at an off site disposal area in accordance with all local, state, and federal laws.
- The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. The Contractor shall dispose of all refuse at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.
- The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.

GENERAL LINWORK NOTES

- If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the unstable area according to the method called for in the specifications. The Contractor must obtain the approval of the Engineer prior to placement of such material. There will be no additional payment for trench bottom stabilizing or dewatering, regardless of the method used.
- All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.
- All proposed underground mains shall have a minimum cover as shown in the plans and details, including ditch crossings and bores.
- The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
- All drainage structures shall be cleaned and outfall channels unobstructed on a daily basis.
- All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.
- Valve markers shall be placed at all valves. Payment shall be incidental to appropriate bid items.
- If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be barricaded and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDot. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the travelway and appurtenances within the barricades for the duration of the project.
- The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.
- Driveway widths drawn on the plans are approximate. Payment for specified backfill in driveways or parking areas shall be incidental to line work.
- The Contractor shall install a detectable warning tape for the location of PVC lines. Warning tape shall be installed not more than 12" above the pipe. The detectable tape shall conform to the specification.
- The Owner shall supply water for the testing and sterilization of the water lines. If the line fails and a retest or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.
- If applicable, the Contractor shall submit his proposed method of connection for HDPE pipe to PVC pipe to the Engineer for approval.
- All PVC water line pipe shall be C-900 class 150.
- All signage and safety markings for construction purposes shall be in accordance with TxDot's "Manual on Uniform Traffic Control Devices".

Date : 2/18	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY D. LEAVINS, P.E. 111537,
File Name : 6442-17	ON 2/28, 2018
File Drawer No. : 6442-17	JEFFREY D. LEAVINS REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY D. LEAVINS, P.E. 111537,
ON 2/28, 2018
JEFFREY D. LEAVINS REGISTERED PROFESSIONAL ENGINEER

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.

2615 Calder Ave, Suite 500
Beaumont, Texas
FRN - F-1386

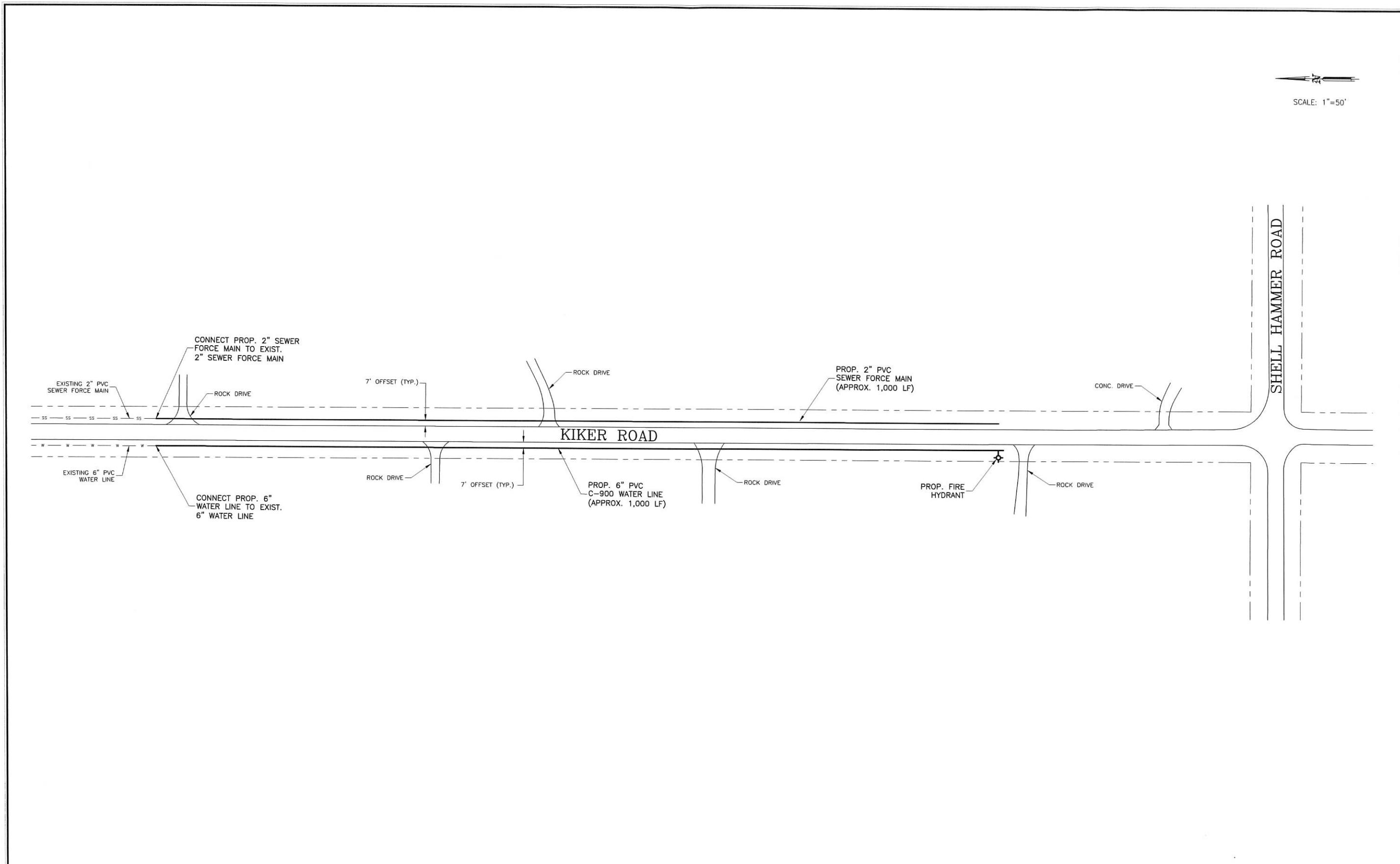


Phone 409.833.3363
Fax 409.833.0317

TRINITY BAY CONSERVATION DISTRICT
KIKER ROAD WATER & SEWER IMPROVEMENTS

GENERAL NOTES

Action	Name	Date
Design	JDL	2/18
Drawn	DWS	2/18
Checked	JDL	2/18
Approved	JDL	2/18
Scale	AS SHOWN	
Sheet	3	of 6



Date : 2/18
File Name :
File Drawer No. : 6442-17



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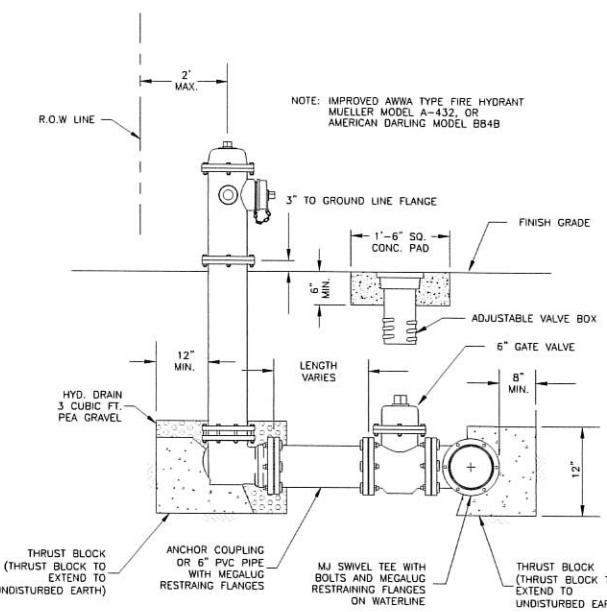


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TRINITY BAY CONSERVATION DISTRICT
KIKER ROAD WATER & SEWER IMPROVEMENTS

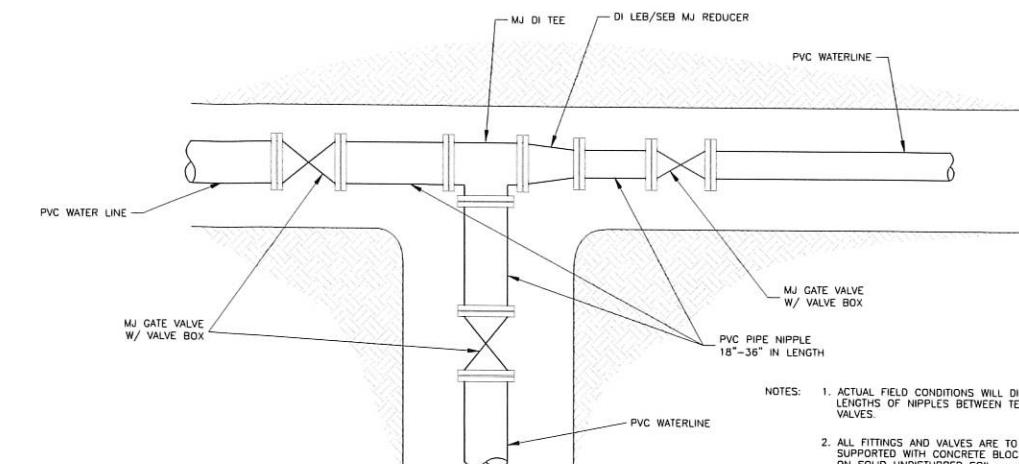
PROPOSED WATER LINE
PLAN SHEET

Action	Name	Date
Design	JDL	2/18
Drawn	DWS	2/18
Checked	JDL	2/18
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Scale	AS SHOWN	
Sheet	4	of 6



TYPICAL FIRE HYDRANT INSTALLATION

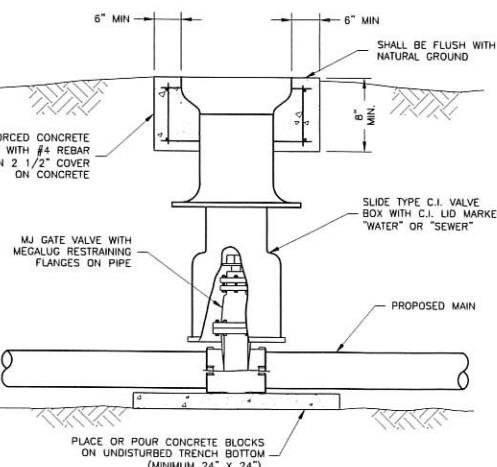
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TYPICAL VALVE ARRANGEMENT

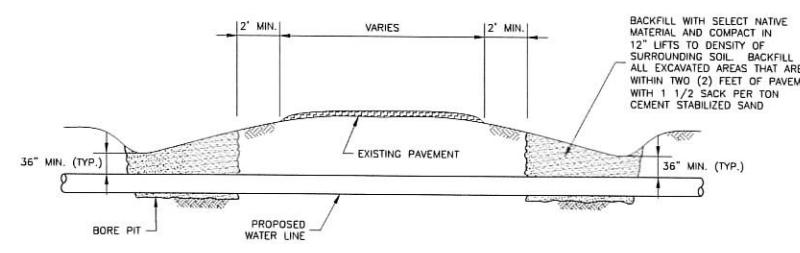
NOTES:

1. ACTUAL FIELD CONDITIONS WILL DICTATE LENGTHS OF NIPPLES BETWEEN TEES AND VALVES.
2. ALL FITTINGS AND VALVES ARE TO BE SUPPORTED WITH CONCRETE BLOCKS PLACED ON SOLID UNDISTURBED SOIL.
3. FITTINGS AND VALVES ARE TO BE TOTALLY ENCASED IN POLYWRAP.
4. ALL NUTS AND BOLTS USED UNDERGROUND SHALL BE STAINLESS STEEL.
5. WHEN BACKFILLING THE TRENCH WITH STABILIZED SOIL, EVIDENT ON THE BACK SIDE OF THE TEES SHALL BE LEFT TO PROVIDE THE BEARING AREA ON THE UNDISTURBED EARTH AS CALLED FOR IN THE THRUST BLOCKING DETAIL.
6. IF A CONCENTRIC REDUCER FOR THE EXISTING PIPE SIZE IS NOT AVAILABLE, THE SMALLEST REDUCER COUPLED WITH THE NECESSARY FITTINGS, ADAPTERS, AND BUSHINGS SHALL BE USED. THESE CONNECTION METHODS SHALL REQUIRE THE PRIOR APPROVAL OF THE ENGINEER.



TYPICAL GATE VALVE

NTS



TYPICAL ROAD BORE AND DRIVEWAY BORES

NTS

Date: 2/18	File Name: <i>20 B</i>
File Drawer No.: 6442-17	File No.: 228
<p>JEFFREY D. LEAVINS, P.E. 111537 REGISTERED PROFESSIONAL ENGINEER</p>	

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LJA Engineering, Inc.

2615 Calder Ave, Suite 500
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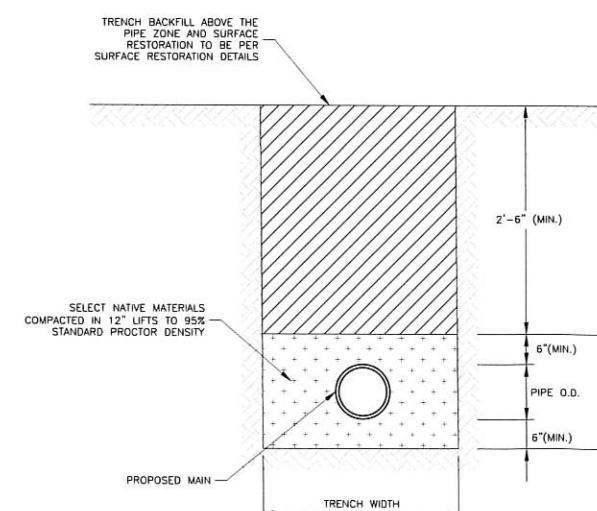
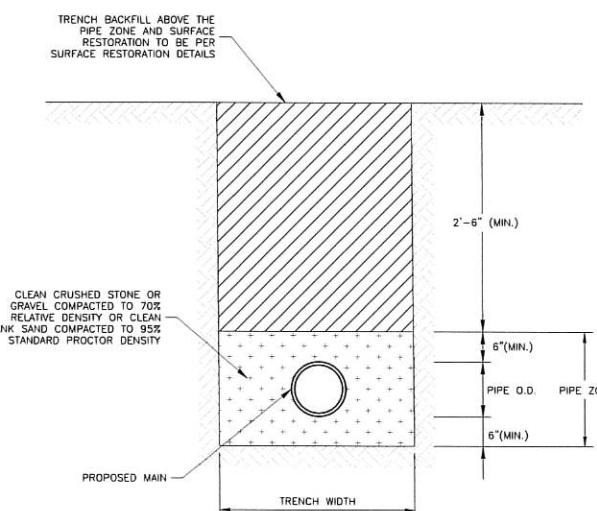
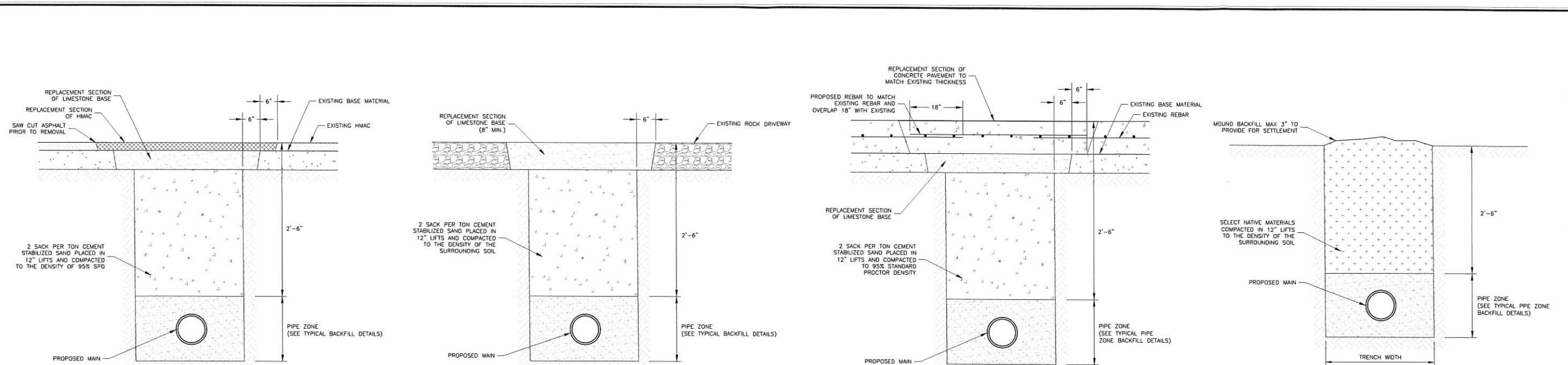


Phone 409.833.3363
Fax 409.833.0317

TRINITY BAY CONSERVATION DISTRICT
KIKER ROAD WATER & SEWER IMPROVEMENTS

MISCELLANEOUS DETAILS

Action	Name	Date
Design	JDL	2/18
Drawn	DWS	2/18
Checked	JDL	2/18
Approved	JDL	2/18
Scale	AS SHOWN	
Sheet	5	of 6



Date : 2/18
File Name :
File Drawer No. : 6442-17

JEFFREY D. LEAVINS, P.E. 111537
REGISTERED PROFESSIONAL ENGINEER

J.D.L.

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No.	Revisions	By	Checked	Date

LJA Engineering, Inc.

2615 Calder Ave, Suite 500
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FRN - F-1386

LJA
Phone 409.833.3363
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TRINITY BAY CONSERVATION DISTRICT
KIKER ROAD WATER & SEWER IMPROVEMENTS

TRENCH DETAILS

Action	Name	Date
Design	JDL	2/18
Drawn	DWS	2/18
Checked	JDL	2/18
Approved	JDL	2/18
Scale	AS SHOWN	
Sheet	6	of 6

**AGENDA ITEM****March 5, 2018**

Receive and file executed Memorandum of Understanding between Jefferson County Sheriff's Office and Lamar Institute of Technology for training Police and Corrections Officers.



MEMORANDUM OF UNDERSTANDING
Partnership between
Lamar Institute of Technology and
Jefferson County Sheriff's Office

I. Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between Lamar Institute of Technology (LIT) and the Jefferson County Sheriff's Office (JCSO) to conduct JCSO correction officer specialized training and JCSO peace officer specialized training at the JCSO training facility, the JCSO firing range, LIT campus, or alternate training sites.

II. Statement of Services to be performed

1. JCSO agrees to:
 - a. provide a current schedule of classes to be conducted, including the class start date and completion date.
 - b. provide qualified instructor(s) for each training course.
 - c. submit, at the end of each course, the following forms to LIT's Workforce Education Office:
 - i. JCSO registration forms;
 - ii. JCSO sign in sheets;
 - iii. course syllabus, daily schedule, or TCOLE course explanation;
 - iv. final course attendance roster, signed by the course instructor.
 - d. provide instructional aides for each student (handouts, manuals, etc.).
2. LIT agrees to:
 - a. provide two (2) laptop computers and two (2) digital projectors for technical support for courses offered at the JCSO training facility;
 - b. provide maintenance on loaned computers and projectors;
 - c. provide the printing of the Basic Peace Officer certificates at the conclusion of the course;
 - d. provide temporary parking to JCSO personnel, including instructors and student trainees for classes taught at LIT.

III. Indemnification

LIT will be held harmless against any and all claims originating out of training provided by JCSO or theft/damage of JCSO equipment while on the campus or designated training areas.

Workforce Education Department
 P. O. Box 10043 • Beaumont, Texas 77710 • (409) 880-8114 • FAX (409) 839-2910

A Member of The Texas State University System

Lamar Institute of Technology is an equal opportunity/affirmative action educational institution and employer consistent with the Assurance of Compliance with Title IX of the Education Amendments of 1972.

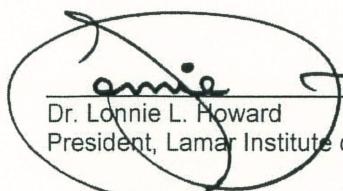
IV. Terms of MOU

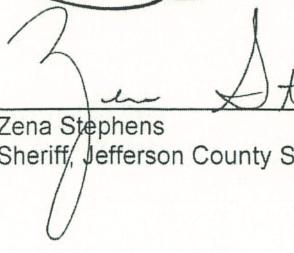
- A. This MOU shall be in effect from the date of signature unless terminated under the provisions stated below.
- B. Either party may terminate this Agreement without cause, upon 30 days prior written notice to the other party. In the event of termination, all courses and activities in progress will be completed as agreed upon.
- C. This MOU may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- D. This MOU contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no effect.

V. Parties to the MOU and Points of Contacts:

Captain Randy Riley, Director
Jefferson County Sheriff's Office
Training Academy
5030 Highway 69 South, Suite 200
Beaumont, Texas 77705

Patrick Calhoun, Executive Director
Lamar Institute of Technology
Workforce Education
P.O. Box 10043
Beaumont, Texas 77710


Dr. Lonnies L. Howard 17Feb18
Date
President, Lamar Institute of Technology


Zena Stephens 1/24/18
Date
Sheriff, Jefferson County Sheriff's Department

Special, March 05, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, March 05, 2018