

**SPECIAL, 12/17/2018 1:30:00 PM**

BE IT REMEMBERED that on December 17, 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

Commissioner Eddie Arnold, Commissioner Pct. No. 1 (ABSENT)

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 (ABSENT)

Chief Porter

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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



*Notice of Meeting and Agenda and Minutes*  
*December 17, 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  
 December 17, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **17th** day of **December 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:

11:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

11:45 a.m.- NOTICE OF MEETING OF THE EXECUTIVE COMMITTEE OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION for the Consideration and possible action to approve Amendment to Financing Agreement to eliminate key man insurance.

2:00 p.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

*Notice of Meeting and Agenda and Minutes*  
*December 17, 2018*

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

## **PURCHASING:**

1. Consider and approve, execute, receive and file a contract extension for (RFP 15-015/JW), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC for an additional ninety (90) days, to expire April 10, 2019.

**SEE ATTACHMENTS ON PAGES 10 - 10**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file a contract renewal for (IFB 15-023/YS), Term Contract for HVAC Maintenance, Repair, and Emergency Services for Ford Park for a third one (1) year renewal with Industrial Commercial Mechanical from January 8, 2019 to January 7, 2020.

**SEE ATTACHMENTS ON PAGES 11 - 11**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-062/DC) with the Solco Group, LLC to provide Aviation Advisory Services for Jack Brooks Regional Airport for the development of a Request for Qualifications (RFQ) for the Airport Master Plan in the amount not to exceed \$2,960.00.

**SEE ATTACHMENTS ON PAGES 12 - 26**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*December 17, 2018*

4. Consider and approve, execute, receive and file a five (5) year Agreement Renewal (Agreement 18-063/DC) with SOE Software Corporation for Clarity Election Suite Hosting & Support. This renewal will begin on January 1, 2019 and end on December 31, 2024. Total five year value \$62,000.00.

**SEE ATTACHMENTS ON PAGES 27 - 28**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Execute, receive and file a contract for (IFB 18-048/YS), Hurricane Harvey Repairs for Ben J. Rogers Visitors Center with Daniels Building and Construction for \$116,066.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 - 326.

**SEE ATTACHMENTS ON PAGES 29 - 36**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **172ND DISTRICT COURT:**

6. Consider, possibly adopt a Resolution recognizing The Honorable Donald J. Floyd for his years of dedicated service and leadership as the Judge of the 172nd District Court and to the citizens of Jefferson County and wishing him well in his future endeavors.

**SEE ATTACHMENTS ON PAGES 37 - 38**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **CONSTABLE PRECINCT 1:**

7. Consider and possibly approve the hiring of Albert T Miles and Lawrence Gobert as a Deputy Constables with Constable, Precinct 1 and Peter Taing as part time Deputy Constable in accordance with Local Government Code (LGC) 86.011.

**SEE ATTACHMENTS ON PAGES 39 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

8. Consider and approve FY 2019 budget transfer - Constable Pct.1 - additional cost for payoff of compensation time for change in personnel.

|                   |                           |             |             |
|-------------------|---------------------------|-------------|-------------|
| 120-3065-425-1098 | OVERTIME ALLOWANCE        | \$12,000.00 |             |
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION |             | \$12,000.00 |

**SEE ATTACHMENTS ON PAGES 40 - 40**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Receive and file Order for re-appointment of Patrick Swain as County Auditor for a two-year term beginning January 1, 2019 through December 31, 2020.

**SEE ATTACHMENTS ON PAGES 41 - 45**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

10. Regular County Bills - check 453847 through checks #454121.

**SEE ATTACHMENTS ON PAGES 46 - 54**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

11. Consider, possibly approve, authorize the County Judge to execute, receive and file Amendment Request for Permit SWG-2015-00444-McFaddin National Wildlife Refuge Beach Ridge Restoration, Jefferson and Chambers Counties, Texas.

**SEE ATTACHMENTS ON PAGES 55 - 144**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider and possibly approve, receive and file corrected ORDINANCE PROHIBITING MUNICIPAL OR INDUSTRIAL SOLID WASTE DISPOSAL IN CERTAIN AREAS OF JEFFERSON COUNTY, TEXAS. (This version is submitted to correct ministerial errors in the original.)

**SEE ATTACHMENTS ON PAGES 145 - 148**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

## **COUNTY TAX ASSESSOR-COLLECTOR:**

13. Consider and possibly approve a Resolution recognizing Gwen Green for her 30 years and 11 months of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 149 - 149**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

14. Consider and possibly approve a Replat of Lot 34-A, Block 16 Gilbert Lake Estates, Phase VI, into Lot 34-A-1 and Lot 34-A-2 Block 16, Gilbert Lake Estates, Phase VI (CF No. 2016000521 Official Public Records of Real Property) located off of Cathryn Lane in Precinct #4. This plat has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 150 - 152**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

## **JUSTICE OF THE PEACE PCT 1 PLACE 2:**

15. Consider, possibly adopt a Resolution recognizing The Honorable Nancy Beaulieu for her dedicated service as the Justice of the Peace, Precinct 1, Place 2.

**SEE ATTACHMENTS ON PAGES 153 - 153**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **MANAGEMENT INFORMATION SYSTEMS:**

16. Consider, possibly approve, authorize the County Judge to execute, receive and file SPS VAR Product Agreement for upgrade of ISeries hardware.

**SEE ATTACHMENTS ON PAGES 154 - 156**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Consider, possibly approve, authorize the County Judge to execute, receive and file SPS VAR Services Agreement for upgrade of ISeries operating system.

**SEE ATTACHMENTS ON PAGES 157 - 160**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

---

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





# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## CONTRACT EXTENSION REQUEST

December 10, 2018

DRC Emergency Services, LLC  
5851 San Felipe Street, Suite 425  
Houston TX 77057  
Attention: Ms. Lisa Garcia

Re: (RFP 15-015/JW), Emergency Disaster Assistance Recovery for Jefferson County

Dear Ms. Garcia:

Please be advised the above-referenced contract for Jefferson County will expire on **January 10, 2019**. It is requested that your company extend your current contract for an additional ninety days, to expire April 10, 2019.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, December 12, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

*Deborah Clark*

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted:

12/10/2018

Date

Project Number: RFP 15-015/JW

Contractor: DRC Emergency Services, LLC

Signature: *Kristy Fuentes*

Print Name and Title: Kristy Fuentes, Vice President, Secretary & Treasurer

JEFFERSON COUNTY, TEXAS

ATTEST

*Carolyn L. Guidry*, Chief Deputy

Carolyn L. Guidry, County Clerk

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

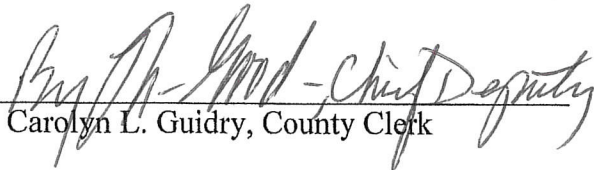


**CONTRACT RENEWAL FOR IFB 15-023/YS  
TERM CONTRACT FOR HVAC MAINTENANCE, REPAIR, AND  
EMERGENCY SERVICES FOR FORD PARK**

The County entered into a contract with Industrial Commercial Mechanical for one (1) year, from January 11, 2016 to January 10, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from January 8, 2019 to January 7, 2020.

ATTEST:

  
Carolyn L. Guidry, County Clerk


JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:

Industrial Commercial Mechanical

  
(Name)

**THE SOLCO GROUP, LLC**

Prop 18-062/DC

**AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING**

November 19, 2018

Alex Rupp, Airport Manager

**Jack Brooks Regional Airport**

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705

Tel 409.719.4900 Fax 409.722.2830

Subject: Proposed for Aviation Advisory Services (RFQ preparation)  
Proposal No. 2018-11-1022

Dear Mr. Rupp (Alex),

The Solco Group, LLC is pleased to submit our proposal for providing aviation advisory services for Jack Brooks Regional Airport to assist your team with the development of a Request for Qualifications (RFQ) for Aviation Planning Services (Airport Master Plan). We propose to offer the following:

**1.0 Scope of Services**

The Solco Group, LLC (TSG) will provide professional aviation related advice and recommendations, as well as prepare a Request for Qualifications (RFQ) for Aviation Planning Services. The total Not-to-exceed contract fee for this service is \$2,960.00.

TSG will support your organization by phone or in person at your corporate office or in other designated meeting locations. TSG will serve as an extension to your staff on this specific project. All services provided by TSG will be billed as shown below in the enclosed Not-to-exceed Contract Fee Schedule.

The Not-to-exceed fee quote for services rendered by TSG is guaranteed for one year. This fee covers services rendered by TSG that can be accomplished with typical office supplies and basic mobile technologies such a laptop computer and a cell phone. Any other necessary equipment or technology (if applicable) will need to be provided by your organization.

**2.0 Performance of Work**

TSG will provide services to your organization via telephone or in person (with mileage and other applicable expenses reimbursed back to TSG). TSG travel to your office or travel on your behalf to other designated meetings (if applicable); will originate from within the Beaumont / Port Arthur (Southeast Texas) metropolitan area.

TSG typically performs 100% of the work for this specific project proposal. However, TSG may consult with other affiliates if necessary to provide any specialized services.

## **THE SOLCO GROUP, LLC**

### ***AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING***

TSG will provide deliverables (documents, reports, research, etc.) to your corporate offices either via US Postal Service, hand delivery, or electronic transmission (email or fax).

All other applicable services and agreements are explained in THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT enclosed with this letter. Thank you for your consideration. TSG is eager to be part of your team!

Respectfully Submitted,

Kelvin L. Solco, P.E. MBA  
Owner and President

Enclosures: Not-to-exceed Contract Proposal  
The Solco Group, LLC Advisory / Consulting Agreement

# **THE SOLCO GROUP, LLC**

**AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING**

## **Not-to-exceed Contract Fee Schedule**

### **TSG Billable Fee Schedule\***

| <b>The Solco Group, LLC</b>                                    |  |                                 |                                     |
|--|--|---------------------------------|-------------------------------------|
| <b>Jack Brooks RFQ Development (Airport Planning Services)</b> |  |                                 |                                     |
| <b>Tasks</b>   | <b>Principal /<br/>Project Manager</b> | <b>Technical /<br/>Clerical</b> | <b>Sub-Total /<br/>Total Fee(s)</b> |
| Initial research (MP 2018 MP Notes)                            |  |                                 |                                     |
| Prepare draft RFQ  |  |                                 |                                     |
| General consultation (advice)                                  |  |                                 |                                     |
| Submit draft RFQ to BPT for review                             |  |                                 |                                     |
| Prepare and deliver final RFQ                                  |  |                                 |                                     |
|  |  |                                 |                                     |
| Sub-Total Direct Costs   | \$ 2,475.000                           | \$ 275.00                       | \$ 2,750.00                         |
|  |  |                                 |                                     |
| <b>Non-Salary Costs</b>  |  |                                 |                                     |
| Travel** (Mileage)   | \$ 110.00                              |                                 |                                     |
| Printing / Mailing / Supplies                                  | \$ 100.00                              |                                 |                                     |
| Total Non-Salary costs   |  |                                 | \$ 210.00                           |
| <b>Total Not-to-exceed Fee for Services*</b>                   |  |                                 | <b>\$ 2,960.00</b>                  |

|                               |                  |
|-------------------------------|------------------|
| Average Hourly billing rate** | \$ 250.00 / Hour |
|-------------------------------|------------------|

**Notes:**

1. (\*) Recommended minimum Not-to-exceed contract amount.
2. (\*\*) For decision making and estimating purposes only.
3. If additional fees are needed for TSG affiliates additional costs may be added at rates to be determined and presented to the client in advance.
4. Payment term will be Net (15) fifteen days from the date the invoice has been received.

# **THE SOLCO GROUP, LLC**

**AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING**

---

## **THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT**

THE SOLCO GROUP, LLC appreciates the opportunity to work with you and provide professional advice regarding your specific airport project. To ensure a mutual understanding, we set forth the following pertinent information about our services. THE SOLCO GROUP, LLC (hereafter referred to as TSG), and the CLIENT (you) acknowledge and agree to the following.

1. The CLIENT is free to contact TSG to discuss the specific airport project immediately after the execution of this agreement.
2. The CLIENT acknowledges the TSG fee(s) for this specific project is shown on the attached fee schedule. TSG fees for travel and other related expenses will be billed to the CLIENT at a cost derived from the current GSA per diem rates plus applicable actual expenses.
3. The CLIENT agrees to provide TSG a signed contract for the Not-to-exceed (NTE) fee as identified on the TSG fee schedule, prior to utilizing TSG services on any specific project for which TSG services may be desired. Budget limits for TSG services or billing constraints must be communicated to TSG. Receipt of this agreement signed by the CLIENT shall bind this agreement. Once the NTE agreed amount is reached, a new contract as well as a contract addendum can be developed and negotiated and mutually agreed upon by the CLIENT and TSG.
4. All communication and information between the CLIENT and TSG is considered privileged and confidential (if desired and requested in writing), except for minimal information necessary for TSG marketing purposes. CLIENT authorization may be needed when TSG needs to assign work to its affiliates or associates. TSG may use the name, logo, or authorized image of the CLIENT for TSG marketing materials.
5. The CLIENT understands the TSG invoice terms are due (15) fifteen calendar days from the date the invoice has been received. Invoices will be faxed or sent by e-mail unless the original is requested. Any balance outstanding for more than thirty (30) days of the invoice shall be deemed delinquent and subject to late payment fees, penalty fees, and/or interest charges.
6. The CLIENT acknowledges the use of "*The Solco Group, LLC*" name in any manner is not authorized unless this signed agreement is returned to TSG, subject to privacy laws.
7. The CLIENT is responsible for payment of services rendered as stipulated in this agreement.

The CLIENT Specific project title: **Jack Brooks Regional Airport Request for Qualifications (RFQ) for Aviation Planning Services (Airport Master Plan).**

TSG File #: 2018-11-1022-BPT

Agreed to this 17th day of December, 2018

By (Client's organization): Jefferson County, Texas - Jack Brooks Regional Airport

(Client) Print Name: Mr. Alex Rupp, Airport Manager Jeff Branick

(Client) Signature: \_\_\_\_\_

(Client) Title: County Judge

Anticipated date to Start Work: \_\_\_\_\_

Anticipated project duration (days): \_\_\_\_\_

(TSG LLC) Signature: Kelly Solva

(TSG LLC) Title: PRESIDENT, TSG, LLC

Thank you for allowing us to serve you!



***"Planning a better tomorrow while supporting the challenges of today"***



ATTEST Chief Deputy  
DATE 12/17/18

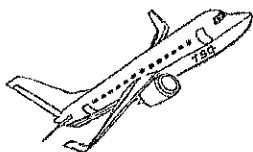


# STATEMENT OF QUALIFICATIONS

## FOR

### THE SOLCO GROUP, LLC

ADVICE / PLANNING / TEAM SUPPORT



***“Planning a better tomorrow  
while supporting the challenges of today”***





## THE SOLCO GROUP

---

ADVICE / SUPPORT / STRATEGIC PLANNING

Jack Brooks Regional Airport  
5000 Jerry Ware Drive Suite 100  
Beaumont, Texas 77705

RE: Statement of Qualifications for *The Solco Group, LLC*

Dear Mr. Rupp (Alex):

The Solco Group, LLC (TSG) is an aviation transportation advisory consulting firm that provides aviation and airport related advice, airport planning, problem solving, engineering support, and strategic recommendations for airport owners, firms, corporations, and other government organizations. Our motto is "Planning for a better tomorrow while supporting the challenges of today".

TSG has professional expertise as well as a network of qualified professionals that can assist you with advice, research, government relations, facilities and equipment coordination, community engagement, and outreach. We are ready to assist you with making timely decisions so that you and your team can focus on your organizational mission.

Please review the enclosed "Statement of Qualifications" for additional information and services we can provide to help you with your planning, development, and operational programs and projects.

We are eager to become a member of your team and we look forward to providing you with quality services. If you have any questions or need additional information please contact me at 817-564-6895.

Sincerely,

\_\_\_\_\_  
Kelvin L. Solco, P.E., MBA  
President, *The Solco Group, LLC*



THE SOLCO GROUP

ADVICE / SUPPORT / STRATEGIC PLANNING

## 1.0 Company History

Our original firm, Solco Consulting Services (SCS) was formed in 1995 in Fort Worth, Texas. SCS was responsible for inspecting and evaluating residential and commercial buildings for both private owners and commercial clients such as banks, insurance companies, and real estate agents.

SCS provided civil engineering design services, forensic foundation failure analysis, home inspections, and general consulting for residential remodeling projects. Although we had knowledge and experience of the aviation industry, I did not initially provide aviation related services in order to avoid the appearance of a conflict of interest with our obligations with the Federal Aviation Administration (FAA).

On August 3, 2017, after a successful 36-year career with the FAA, I began planning the rebirth of our consulting firm with increased emphasis on serving the aviation industry. We also began planning the relocation of our business interests from the Dallas / Fort Worth area to Southeast Texas, also known as "The Golden Triangle"; while still serving the State of Texas and other surrounding states. SCS has now be decommissioned, reorganized, restructured, and incorporated in the State of Texas; and has now become **The Solco Group, LLC (TSG)**.

As a result of damage from Hurricane Harvey, TSG has offered support for the restoration of a church and some damaged homes in the city of Port Arthur. However, as a result of numerous inquiries from engineering and aviation clients, TSG is now focused on supporting the improvement and enhancement of the National Air Transportation system.

TSG offers governmental transportation consulting, research, and advisory services. TSG is prepared to assist airport sponsors, consulting firms, and government organizations with planning, problem solving, engineering support, and strategic recommendations for their responsibilities, goals, and objectives. The TSG motto is "Planning for a better tomorrow while supporting the challenges of today".

## 2.0 Experience of TSG (Kelvin L. Solco, P.E., MBA)

Kelvin L. Solco has gained a significant amount of experience in the following areas while employed with the FAA and while managing and operating Solco Consulting Services:

- Project on site representation, construction inspection, and project representation for the following facilities and equipment:

The Solco Group, LLC PO Box 22001 Beaumont, Texas 77720 – Contact: 817-564-6895

- Approach lighting systems
  - Instrument Landing Systems
  - Runway Visual Range Systems
  - Air Traffic Control Towers
  - Air Route Traffic Control Centers
  - Remote Transmitter / Receiver sites
  - Low Level Wind Shear Alert Systems
  - Airport Weather Observation Systems
  - VORTAC / VORDME
  - Miscellaneous airfield systems and infrastructure
- Civil Engineering Design experience for the following:
    - High Intensity Approach Lighting Systems (ALSF-2)
    - Medium Intensity Approach Lighting Systems (MALSR)
    - Precision Approach Path Indicators (PAPI)
    - Runway End Indicator Lights (REIL)
    - Instrument Landing Systems (ILS)
    - Runway Visual Range Systems (RVR)
    - VORTAC / VORDME
- Airport Engineering and Program Management experience in the following areas:
    - Airport Improvement Program (AIP) Handbook - Order 5100.38D
    - AC 150/5300-13A - Airport Design
    - AC 150/5370-10G - Standards for Specifying Construction of Airports
    - Obstruction Evaluation / Airport Airspace Analysis
- Regional Program Management, Planning, and coordination for the following:
    - Coordinating (AIP) and (F&E) projects and schedules
    - Non-Federally owned Navigational Aids coordination and installation
    - Coordination with FAA Headquarters Equipment Acquisition offices
    - Flight Procedures policies, charting, and publications
    - Coordination with FAA Technical Operations District offices
    - Coordination with FAA Air Traffic Organizations
- Executive Leadership and Management oversight for the following programs:
    - National Plan of Integrated Airport Systems (NPIAS)
    - Airport Improvement Program (AIP) Handbook - Order 5100.38D
    - Airports Capital Improvement Plan – FAA Order 5100.39A
    - 14 CFR Part 139 Airport Certification
    - Airport Compliance Program and Grant Assurances
    - Wildlife Hazard Management and Mitigation

- Passenger Facility Charge (PFC) Program
- Airport Environmental Programs and the National Environmental Policy Act (NEPA)
- Obstruction Evaluation / Airport Airspace Analysis
- Runway Safety and Reduction of Runway Incursions
- Disadvantage Business Enterprise
- Coordination with FAA Air Traffic Organizations
- Coordination with FAA Office of Flight Standards
- Coordination with FAA Office of Security
- Coordination with the Transportation Safety Administration (TSA)
- Coordination with Congressional (House and Senate) legislators and staff
- Community outreach and engagement for complex aviation issues
- Coordination for the Integration of Unmanned Aircraft Systems into the National Airspace System (NAS)

### 3.0 TSG Services offered

A brief summary of the services offered by TSG include the following:

- **Aviation and airport advice and research**
  - General advice and consultation
  - FAA guidance research
  - Team support
- **Airport planning and engineering consultation**
  - Airport Improvement Program (AIP) recommendations
  - Airport Disadvantage Business Enterprise Program Plans
  - Independent Fee Estimate research and preparation
  - FAA Advisory Circular research
  - 14 CFR Part 139 research
  - Airport Compliance research
- **Government Relations support**
  - DOT / FAA
  - FEMA
  - Etc.
- **FAA Facilities and Equipment research and coordination**
  - ATCT
  - ILS / MALSR / ALSF-2
  - VORTAC
  - Etc.
- **Community Engagement and Outreach**
  - Presentations
  - Aviation education
  - New aviation innovations (UAS, Commercial space, etc.)

#### 4.0 Key Executive Staff

##### **Business Resume and Professional Bio**

**KELVIN L. SOLCO, P.E., MBA,**  
 President of *The Solco Group, LLC*  
 Cell phone: 817-564-6895 E-mail: KSolco@yahoo.com



##### **President of The Solco Group, LLC (TSG)**

Kelvin L. Solco, P.E. is responsible for providing research, data collection, and business advisory services for all clients of The Solco Group, LLC (TSG). Kelvin's expertise includes familiarization with many FAA regulations, Orders, and Advisory Circulars including the Airport Improvement Program (AIP), Airport Safety, and the Airway Planning Standard Number One – Terminal Air Navigation Facilities (NAVAIDS). TSG provides aviation and airport related advice, strategic planning, problem solving, and recommendations for AIP grants, Airport Safety, Airport Compliance, and FAA NAVAIDS siting requirements. This includes AIP funding advice, airport planning recommendations, and interpretation of FAA safety related regulations and guidance. TSG also provides airport layout plan reviews, project eligibility suggestions, airport compliance research, airfield inspection recommendations, Independent Fee Estimate (IFE) evaluations, and Disadvantage Business Enterprise (DBE) program reviews. Kelvin is uniquely qualified for community involvement and explaining complex aviation issues to a variety of audiences.

##### **Former FAA Southwest Regional Administrator (Retired) 08/2014 – 08/2017**

Kelvin is the former Southwest Regional Administrator of the Federal Aviation Administration (FAA). Kelvin represented over 4600 FAA professional employees in the states of Texas, Arkansas, Oklahoma, Louisiana, and New Mexico. Kelvin worked with representatives of the aviation industry, various Federal, State and local government agencies, congressional offices, and civic and private interest groups. Kelvin's accomplishments include project oversight for a new co-located Southwest Regional Headquarters, implementation of FAA Community Involvement and Engagement procedures, and promotion of safe integration of unmanned aircraft systems (drones) into the National Airspace System.

##### **FAA Southwest Region Airports Division Manager 04/04 – 08/14**

Kelvin was responsible for developing and improving over 490 commercial service, reliever, and general aviation airports in New Mexico, Louisiana, Arkansas, Oklahoma, and Texas. Kelvin managed the regional Airport Improvement Program (AIP), Passenger Facility Charge (PFC) program, Environmental and Noise programs, Airport Safety and Certification inspections, Airport Compliance, Disadvantaged Business Enterprise (DBE), and other related airports programs. Kelvin managed the annual

investment of over \$400 million dollars of AIP entitlement and discretionary funds into the Southwest Region Airport System.

**Kelvin also served in the following positions:**

- FAA Southern Region Airports Assistant Division Manager – Atlanta, GA
- FAA Manager of the Navigation and Landing Platform in the Fort Worth National Airspace System (NAS) Implementation Center
- FAA Regional Associate Program Manager for Navigation and Landing Facilities and Airport Improvement Program (AIP) Coordination
- Solco Consulting Services (SCS) (Owner and President) 7/95 to 12/98
- FAA SW Region Airports Division Texas ADO (Engineer) Program Mgr.
- FAA Airway Facilities Civil (Design) Engineer – Air Navigational Aids
- FAA Airway Facilities Resident Engineer

**Education:**

- Prairie View A&M University (PVA&MU) - Civil Engineering (BSCE) (1984)
- Harvard University - Senior Executive Fellows Program (1999)
- LeTourneau University - Business Administration (MBA) (2001)
- Wharton School of Business – Critical Thinking Certificate - 2012
- Federal Executive Institute – Leadership (2014 – 2015)
- FAA/GCR/NASAO Airport Master Record Seminar Certificate - 2018

**Notable accomplishments include:**

- Official signature for the DOT FAA Notice of Availability of the Final Environmental Impact Statement (FEIS) for the Taos Regional Airport Layout Plan Improvements, Taos, NM - Taos Regional Airport (SKX) – June 26, 2012
- Official signature for the Standards for Airport Markings Advisory Circular - AC No: 150/5340-1J Change: 1 - March 31, 2008
- Official signature for the Aircraft Rescue and Fire Fighting Communications Advisory Circular - AC No: 150/5210-7D - April 14, 2008
- Internal agency coordination and support for the X Prize Cup 2006, X Prize Foundation, October 20-21, 2006, Las Cruces, New Mexico
- Gulf Coast Emergency response airport operations coordination (Hurricane Katrina) - 2006
- Project engineering for numerous FAA projects including DFW Airport Navigational Aids (NAVAIDS); Houston Bush (IAH) and Hobby (HOU) Air Traffic Control Tower (ATCT) and NAVAIDS; Jack Brooks Regional Airport (BPT) NAVAIDS; Louis Armstrong International Airport (MSY) and New Orleans Lakefront Airport (NEW) NAVAIDS; Albuquerque ATCT and NAVAIDS, Ruidoso NAVAIDS; Roswell ATCT, and Santa Fe ATCT / NAVAIDS
- Texas Southern University Advisory Board Member – Houston, Texas
- Registered Professional Engineer in the State of Texas License #78161

## 5.0 Key Support Staff

### **Business Resume**

**Demetria Solco**

***The Solco Group, LLC***

**PO Box 22001 Beaumont, Texas 77720**

**Cell phone: 817-995-8593 E-mail: Dee\_Solco @yahoo.com**

#### **Accounting and Administration Manager for *The Solco Group, LLC***

**December 2017 – present**

Demetria (Dee) Solco is responsible for the TSG accounting and administrative services. This includes supporting the managerial budgets, accounts receivable and payroll, coordination of staffing support, management of physical property, and other related tasks. Dee has a significant amount of customer service, travel planning and scheduling, and client communications experience. Dee is responsible acquiring administrative and technical equipment and resources for TSG. Dee is very familiar with Airport Codes, Identifiers, and Abbreviations.

#### **Administrative Assistant I - University of Texas at Arlington - Arlington, Texas**

**August 2005 – August 2016**

Dee Solco was responsible for assisting the Program Director of the Landscape Program. This includes receiving numerous incoming calls and walk in visitors. She coordinated meetings with visiting faculty, lecturers, practitioners, and other professional firms. She also planned departmental events as well as maintains coordination of work study assignments, departmental calendars and schedules.

#### **Interim Business Manager - The Council of Educators in Landscape Architecture (CELA) - Arlington, Texas May 2010 – December 2017**

Dee Solco was responsible for processing membership applications and raising revenue for CELA. She assisted with the preparation of the budget, accounts receivable and payroll, collection of conference fees, and disbursing funds to meet expenses. She was also one of the primary conference event planners for CELA. She often coordinated and negotiated with professional event planners, hotels, caterers, and other hospitality firms.

#### **Customer Service Representative - Delta Airlines - Atlanta, Georgia**

**August 2003 – June 2005**

Dee Solco was responsible for making domestic flight reservations, answering inquiries, customer complaint resolution, and assisting customers with general information. She

also managed a large number of incoming calls. Dee used airport codes and three letter identifiers to help assist customers with their travel arrangements and purchasing decisions.

**Paraprofessional - North Crowley High School - Fort Worth, Texas**

August 2001 – May 2002

Dee was responsible for assisting the Special Education instructor with preparing student assignments and monitoring student activities. This included tutoring students with disabilities.

**Education:**

- Tarrant County College – Fort Worth, Texas – Associates Degree in Accounting Information Management – 2017
- Lamar University – Beaumont, Texas – currently enrolled and seeking a Bachelors of Business Arts in Accounting
- Houston Community College – Houston, Texas – August 1982 to May 1983
- University of Houston – Downtown Campus – August 1981 to May 1982

**Other Experience:**

- Intuit/QuickBooks Accounting System Certified
- CPR Training
- State Employee Campaign Coordinator (UT Arlington, Architecture Dept) 2009-2010
- CELA President's Award for Extraordinary Service - 2014

**6.0 TSG References and/or clients**

TQD Group, LLC 2220 Chemsearch Blvd. Suite 108 Irving, Texas 75062  
Lawrence E. Kelley, P.E., President

RMS Aerospace Training and Support Services 5080 Spectrum Dr Suite 1000 East Addison, TX, 75001 - Russell Julian, President - Phone: 469.791.0470

The Ayuda Solutions Foundation 3500 Memorial Drive Port Arthur, Texas 77642  
Aaron Frazier, President – 409-548-4570

Rising Star Resource Development Corporation 4308 Bryan St. Dallas, TX 75204  
Dennis D. Edwards, President - (972) 698-4143

The Solco Group, LLC PO Box 22001 Beaumont, Texas 77720 – Contact: 817-564-6895



## 7.0 Other supporting data

**AIRPORT MASTER RECORD SEMINAR CERTIFICATE**

PRESENTED TO

**KELVIN SOLCO**FOR THE FAA FORM 5010-1 SEMINAR  
AIRPORT MASTER RECORD COURSE  
& ELECTRONIC REPORTINGSPONSORED BY:  
**FEDERAL AVIATION ADMINISTRATION**

IN COOPERATION WITH

**GCR INC.****NATIONAL ASSOCIATION OF STATE AVIATION OFFICIALS****June 12<sup>th</sup> - 14<sup>th</sup>, 2018**  
**PORTLAND, MAINE**



## AMENDMENT OF CLARITY ELECTION SUITE HOSTING AND SUPPORT AGREEMENT

### BETWEEN

**SOE SOFTWARE CORPORATION and JEFFERSON COUNTY CLERK'S OFFICE**

### PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of this January 1, 2019 (the Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 5426 Bay Center Drive, Suite 525, Tampa, FL 33609 ("SOE") and JEFFERSON COUNTY CLERK'S OFFICE with principal offices at P.O. Box 1151 Beaumont, TX 77704 ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Amendment for Election Services entered into as of December 21, 2015, by and between the Parties (the Agreement) is hereby extended for another five (5) years and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To UPGRADE Election Services to the latest version of Clarity Election Night Reporting (ENR) known as Web02 with Vote Centers capability and to RENEW the term of the Agreement for five (5) years as of January 1, 2019 until December 31, 2024 (the Extended Term). To RENEW the service known as Clarity Voter Education (Connect) term of the Agreement for five (5) years as of January 1, 2019 until December 31, 2024 (the Extended Term). At least 60 days but not less than 30 days before the end of the Extended term both parties agree to review the contract and at such time if mutually agreeable, the parties may opt to extend the contract but are not obligated to do so.
2. To remove Clarity Election Training and Help desk effective December 31, 2018 and no longer utilize the solutions by the JEFFERSON COUNTY CLERKS OFFICE.
3. To pay the fee/s as indicated below for any renewal (Fee). The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased by five (5)%.
4. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:



| Service   | Fee                 | Invoicing Date                    |
|---|---------------------|-----------------------------------|
| Election Night Reporting Web02 with<br>Vote Centers Implementation ** | \$3,500.00          | On or before December<br>31, 2018 |
| Annual Assurance ENR 2019   | \$7,500.00          | On or before December             |
| Annual Assurance Voter Connect 2019                                   | \$4,200.00          | 31, 2018                          |
| <i>Total Fees 2019</i>  | <i>\$15,200.00</i>  |                                   |
| Annual Assurance ENR 2020   | \$7,500.00          | December 1, 2019                  |
| Annual Assurance Voter Connect 2020                                   | \$4,200.00          |                                   |
| <i>Total Fees 2019</i>  | <i>\$11,700.00</i>  |                                   |
| Annual Assurance ENR 2021   | \$7,500.00          | December 1, 2020                  |
| Annual Assurance Voter Connect 2021                                   | \$4,200.00          |                                   |
| <i>Total Fees 2019</i>  | <i>\$11,700.00</i>  |                                   |
| Annual Assurance ENR 2022   | \$7,500.00          | December 1, 2021                  |
| Annual Assurance Voter Connect 2022                                   | \$4,200.00          |                                   |
| <i>Total Fees 2019</i>  | <i>\$11,700.00</i>  |                                   |
| Annual Assurance ENR 2023   | \$7,500.00          | December 1, 2022                  |
| Annual Assurance Voter Connect 2023                                   | \$4,200.00          |                                   |
| <i>Total Fees 2019</i>  | <i>\$11,700.00</i>  |                                   |
| Annual Assurance ENR 2024   | \$7,500.00          | December 1, 2023                  |
| Annual Assurance Voter Connect 2024                                   | \$4,200.00          |                                   |
| <b>Total 5-year Contract Value</b>                                    | <b>\$ 62 000.00</b> |                                   |

\*\* Onetime fee

5. Except as modified above, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

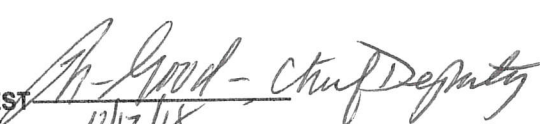
IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION d/b/a SCYTL

JEFFERSON COUNTY CLERK'S OFFICE

  
By: Jonathan Brill, General Manager  
ScytI USA

  
By: Jeff Branick  
County Judge

ATTEST  
DATE   
12/17/18



# DRAFT AIA® Document A101™ - 2017

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the «Sixth» day of «December» in the year «Two Thousand Eighteen»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Jefferson County Texas Commissioners Court»

«Jefferson County Purchasing»

«-»

«1149 Pearl Street»

«Beaumont, Texas 77701»

and the Contractor:

(Name, legal status, address and other information)

«Daniels Building & Construction, Inc.»

«Janet Daniels»

«2898 West Cedar Street»

«Beaumont, Texas 77702»

«-»

for the following Project:

(Name, location and detailed description)

«Jefferson Co - Hurricane Harvey Remediation for Ben J. Rogers Visitors Center»

«5055 IH - 10 South»

«Beaumont, Texas 77705»

The Architect:

(Name, legal status, address and other information)

«The LaBiche Architectural Group, Inc.»

«Dohn H. LaBiche, FAIA»

«7999 Gladys Avenue»

«Suite 101»

«Beaumont, Texas 77706»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred and Twelve ( 112 ) calendar days from the date of commencement

Field Code Changed

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 12:28:44 ET on 12/06/2018 under Order No. 9188507238 which expires on 02/07/2019, and is not for resale.

User Notes: 1

(1281715025)

of the Work.

[ ] By the following date: [ ]

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|                 |                             |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirteen Thousand Sixty-Six dollars and Zero Cents (\$ 13,066.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|      |       |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|      |       |                           |

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

| Item | Price |
|------|-------|
|      |       |

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|      |                       |                         |

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

Field Code Changed

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~«fifteenth»~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~«fifteenth»~~ day of the ~~«following»~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~«thirty»~~ (~~«30»~~) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

~~«Ten Percent 10%»~~

Field Code Changed

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

0.0 % Zero Percent per Annum

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Field Code Changed



## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

☐

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« Jeff R. Branick, Jefferson County Judge »  
« Jefferson County Texas Commissioners Court »  
« 1149 Pearl Street »  
« Beaumont, Texas 77701 »  
« 409.835.8593 »  
« »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« Janet Daniels »  
« Daniels Building & Construction, Inc. »  
« 2898 West Cedar Street »  
« Beaumont, Texas 77702 »  
« 409.838.3006 »  
« jdaniels@danielsinc.com »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Field Code Changed

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« N/A »

§ 8.7 Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds (LOCATED ON PAGE 17 OF GENERAL CONDITIONS AND TERMS OF CONTRACT IN SPECIFICATIONS BOOK)
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

| Number                         | Title             | Date       |
|--------------------------------|-------------------|------------|
| See Attached Index of Drawings | Index of Drawings | 11.01.2018 |

- .6 Specifications

| Section                        | Title             | Date       | Pages |
|--------------------------------|-------------------|------------|-------|
| See Attached Table of Contents | Table of Contents | 11.01.2018 | 2     |

- .7 Addenda, if any:

| Number         | Date     | Pages |
|----------------|----------|-------|
| Addendum No. 1 | 11.27.18 | 3     |
| Addendum No. 2 | 11.29.18 | 1     |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

« » AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

Field Code Changed

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

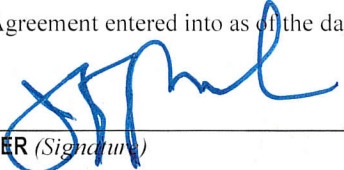
| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

- ☐ Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

- .9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

Jeff R. Branick Jefferson County Judge  
(Printed name and title)

  
CONTRACTOR (Signature)

Janet Daniels President  
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
Telephone: (512) 305-9000 / Fax: (512) 305-8900

Init.



# Resolution

|                     |   |                            |
|---------------------|---|----------------------------|
| STATE OF TEXAS      | § | COMMISSIONERS' COURT       |
|                     | § |                            |
| COUNTY OF JEFFERSON | § | OF JEFFERSON COUNTY, TEXAS |

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17<sup>th</sup> day of December, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

- WHEREAS**, Donald J. Floyd received his undergraduate degree in 1966 from Dillard University in New Orleans, Louisiana; and
- WHEREAS**, Donald J. Floyd received his law degree in 1972 from Thurgood Marshall School of Law in Houston, Texas, graduating in the top 5% of his class; and
- WHEREAS**, Donald J. Floyd worked as a Trial Attorney for the United States Department of Justice, Civil Rights Division, Housing Section in Washington, D.C. from April 1972 to August 1974; and
- WHEREAS**, Donald J. Floyd entered private practice in September 1974 and dedicated himself as an advocate for many clients; and
- WHEREAS**, Donald J. Floyd began his public service in April of 1981 as an elected member of the Port Arthur Independent School District Board of Trustees; and
- WHEREAS**, Donald J. Floyd was appointed Judge of the Municipal Court of the City of Port Arthur by the Port Arthur City Council in September 1982 becoming the first African American to occupy the position in the City of Port Arthur; and
- WHEREAS**, Donald J. Floyd was appointed Judge of the newly created Jefferson County Court At law #3 on December 5<sup>th</sup> 1983 by the Jefferson County Commissioners' Court becoming the first African American to occupy the position in the history of Jefferson County; and
- WHEREAS**, Donald J. Floyd became the first African American elected to a countywide office during the general election in November 1984; and
- WHEREAS**, Donald J. Floyd was appointed District Judge of the 172<sup>nd</sup> District Court on December 15, 1989, by the Honorable William P. Clements, Jr., Governor of the State of Texas becoming the first African American to occupy the position in the history of Jefferson County; and



**WHEREAS**, Donald J. Floyd was sworn in as Judge of the 172nd District Court and was thereafter re-elected for seven terms; and

**WHEREAS**, Donald J. Floyd, throughout his 35 years on the Bench in both Jefferson County Court At Law #3 and in the 172nd District Court, garnered the respect and admiration of the local Bar as he ensured that all who appeared before him received fair and impartial justice ; and

**WHEREAS**, Donald J. Floyd has served as the Local Administrative Judge overseeing the Administrative Judicial affairs of the District Courts of Jefferson County from January of 2017 to December of 2018; and

**WHEREAS**, Donald J. Floyd is retiring and will continue his dedication to the Judiciary as he takes Senior Judge status as a Visiting Judge; and


**WHEREAS**,Donald J. Floyd, upon retirement,will enjoy spending more time with his family and in travel and leisure activities.

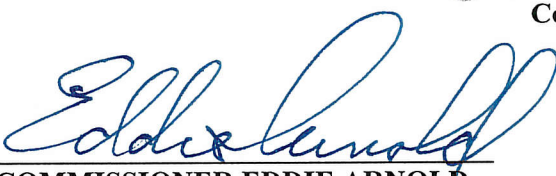
**WHEREAS**, Donald J. Floyd will be greatly missed by his grateful staff, countless friends, and all those who have had the honor of practicing in his Court and working with him over the past years.


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners ' Court of Jefferson County does hereby honor and commend Donald J. Floyd for his dedicated service and leadership as District Judge of the 172nd District Court of Jefferson County and wishes him well in his retirement and all of his future endeavors .

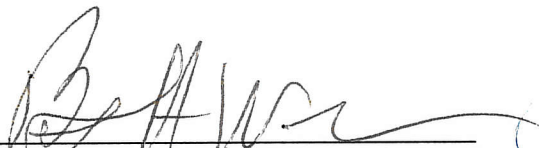
SIGNED this 17th day of December , 2018.



  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

(409) 835-8450 Phone  
(409) 839-2350 Fax



1085 Pearl St, Room 103  
Beaumont, TX 77701

Jevonne Smith Pollard  
Constable, Precinct One

December 10, 2018

Honorable Commissioner's Court:

Consider and possibly approve the hiring of Albert T Miles as Full Time Deputy, Lawrence Gobert as Full Time Deputy and Peter Taing as Part Time Deputy with Constable Precinct 1 in accordance with the Local Government Code (LGC) 86.001.

Thanks,

CONSTABLE JEVONNE POLLARD  
Jefferson County, Precinct 1

By: Diana Ramirez  
Administrative Assistant

---

---

**MEMORANDUM**

---

---

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** DECEMBER 10, 2018

---

The following FY 2019 budget amendment for the Constable Pct. 1 is necessary for additional cost for comp time payoff for change in staff.

|                   |             |          |
|-------------------|-------------|----------|
| 120-3065-425-1098 | Overtime    | \$12,000 |
| 120-9999-415-9999 | Contingency | \$12,000 |

STATE OF TEXAS

COUNTY OF JEFFERSON

*James Smith*  
JAMES SMITH  
DISTRICT CLERK

18 DEC 11 P1:57

FILED  
DISTRICT COURT OF  
JEFFERSON COUNTY TEXAS

ORDER

BE IT REMEMBERED that on this day came to be heard the application of PATRICK SWAIN for consideration to be appointed County Auditor in and for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2019, and ending December 31, 2020.

And it appearing to a majority of the District Judges of Jefferson County, Texas, that the applicant is in every way qualified under the provisions of Section 84.006, Local Government Code of the State of Texas, to fill the above mentioned office of County Auditor for Jefferson County, Texas, accordingly, it is

ORDERED that PATRICK SWAIN is hereby appointed County Auditor for Jefferson County, Texas for the term of two (2) years beginning January 1, 2019 and ending December 31, 2020. It is further

ORDERED that PATRICK SWAIN shall receive as compensation for his services an annual salary of \$ 130,382.72, annual automobile allowance of \$6,840.00, annual cell phone allowance of \$900.00 and such other compensation and allowances as may be duly authorized by the District Judges of Jefferson County and included in the County's annual budget, each to be paid from the County's General Fund. It is further

ORDERED that PATRICK SWAIN within twenty (20) days, and prior to entering upon the duties of his office shall make surety bond in the sum of Five Thousand (\$5,000.00) Dollars, payable to the District Judges of Jefferson County, Texas, conditioned upon the faithful performance of his duties as County Auditor for Jefferson County, Texas, the same being in compliance with Section 84.007, Local Government Code of the State of Texas. It is further

ORDERED that the District Clerk of Jefferson County, Texas is hereby directed to record this Order in the minutes of the several Districts of this County, and the said Clerk thereof shall certify the same for observance to the Commissioners' Court of Jefferson County, Texas which shall cause the same to be recorded in its minutes.



ORDER CONTINUED:

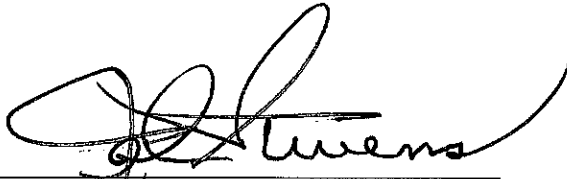
PAGE 2

SIGNED, ORDERED AND RENDERED THIS 11th DAY OF DECEMBER 2018.

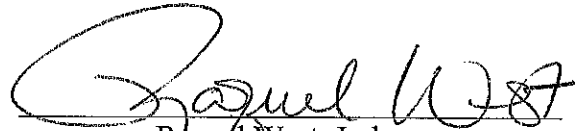


Donald Floyd, Judge, Presiding Judge  
172nd District Court

Baylor Wortham, Judge  
136th District Court



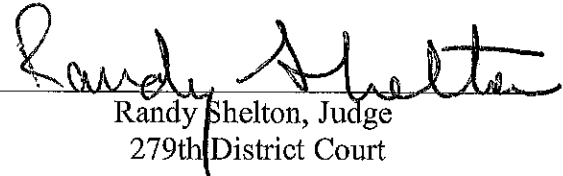
John Stevens, Judge  
Criminal District Court



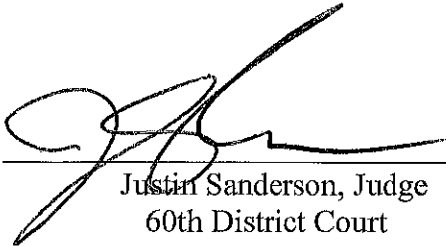
Raquel West, Judge  
252nd District Court



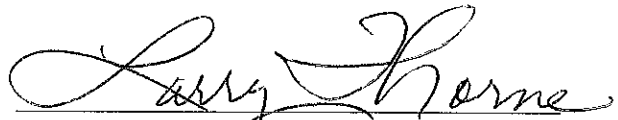
Kent Walston, Judge  
58th District Court



Randy Shelton, Judge  
279th District Court



Justin Sanderson, Judge  
60th District Court



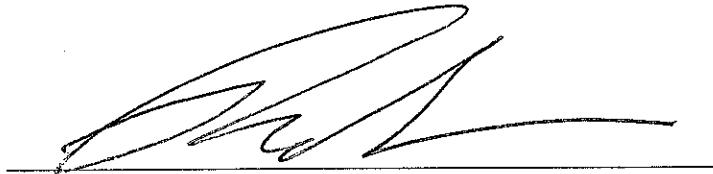
Larry Thorne, Judge  
317th District Court

STATE OF TEXAS

COUNTY OF JEFFERSON

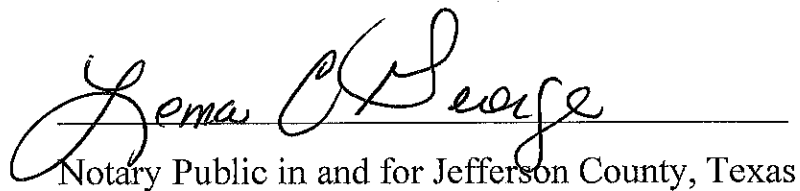
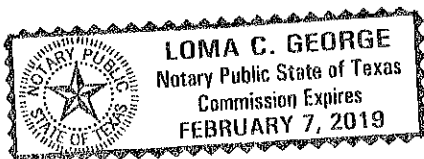
OATH OF OFFICE

I, Patrick Swain, do solemnly swear that I will faithfully execute the duties of the office of County Auditor in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State: and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.



Patrick Swain

SUBSCRIBED AND SWORN TO BEFORE ME by Patrick Swain on this 11th day of December 2018.



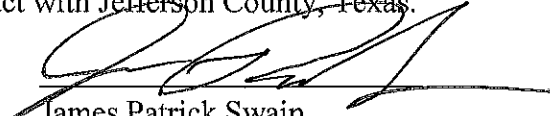
Notary Public in and for Jefferson County, Texas

### Oath of County Auditor

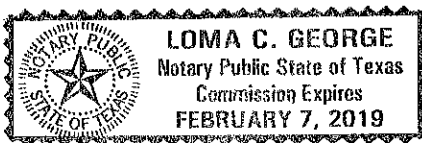
I, James Patrick Swain, do solemnly swear that I have previously held the positions of public or private trust that are listed for the length of time indicated

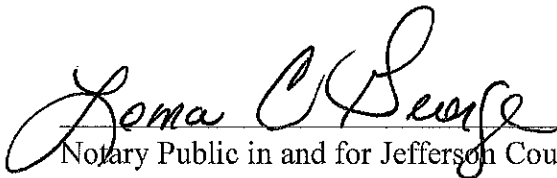
| Position                                 | Public/Private | Length of Time Position Held    |
|--|----------------|---------------------------------|
| Jefferson County Auditor                 | Public         | September 1996 to December 2018 |
| Jefferson County First Assistant Auditor | Public         | September 1994 to August 1996   |
| Staff Accountant                         | Private        | January 1987 to September 1994  |

I do further swear that I have the qualifications for the Office of County Auditor required by Chapter 84 of the Local Government Code; I have in the past and shall continue to comply with the Continuing Education requirements set forth in Chapter 84 of the Local Government Code; and that I am not personally interested in a contract with Jefferson County, Texas.

  
James Patrick Swain

SWORN TO and subscribed before me by James Patrick Swain on this 11th of December, 2018.



  
Notary Public in and for Jefferson County, Texas

Rev. 04/2017

This space reserved for office  
use

Submit to:  
Custodian of election records  
Filing Fee: None



### STATEMENT OF OFFICER

#### Statement


I, Patrick Swain, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Auditor

#### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12/11/18

  
Signature of Officer

| PGM: GMCOMMV2                     | DATE<br>12-17-2018 | PAGE: 1         |
|-----------------------------------|--------------------|-----------------|
| NAME                              | AMOUNT             | CHECK NO. TOTAL |
| JURY FUND                         |                    |                 |
| OFFICE DEPOT                      | 52.96              | 453924          |
| TRI-CITY COFFEE SERVICE           | 262.90             | 453941          |
| DAWN DONUTS                       | 45.50              | 454066          |
|                                   |                    | 361.36**        |
| ROAD & BRIDGE PCT.#1              |                    |                 |
| ENTERGY                           | 602.33             | 453903          |
| MUNRO'S                           | 31.35              | 453922          |
| SOUTHEAST TEXAS WATER             | 28.00              | 453936          |
| GULF COAST                        | 551.95             | 454072          |
| KINSEL FORD, INC.                 | 34.15              | 454109          |
| REPUBLIC SERVICES                 | 76.05              | 454118          |
|                                   |                    | 1,323.83**      |
| ROAD & BRIDGE PCT.#2              |                    |                 |
| BEAUMONT TRACTOR COMPANY          | 60.51              | 453881          |
| CITY OF NEDERLAND                 | 69.24              | 453888          |
| GREATER PORT ARTHUR               | 125.00             | 453900          |
| ENTERGY                           | 458.32             | 453903          |
| MUNRO'S                           | 20.00              | 453922          |
| RITTER @ HOME                     | 17.93              | 453930          |
| ROMCO EQUIPMENT, INC.             | 321.33             | 453931          |
| AT&T                              | 102.39             | 453937          |
| BUMPER TO BUMPER                  | 121.20             | 454000          |
| REPUBLIC SERVICES                 | 122.69             | 454118          |
|                                   |                    | 1,418.61**      |
| ROAD & BRIDGE PCT. # 3            |                    |                 |
| ADAMS BACKHOE SERVICE             | 539.50             | 453872          |
| CITY OF PORT ARTHUR - WATER DEPT. | 40.20              | 453887          |
| FARM & HOME SUPPLY                | 26.51              | 453896          |
| W.W. GRAINGER, INC.               | 31.80              | 453898          |
| LOUIS' YAZOO SALES & SERVICE, LLC | 69.95              | 453917          |
| PHILPOTT MOTORS, INC.             | 16.18              | 453926          |
| WEAVER, FALGOUT, & CARRUTH, INC.  | 183.00             | 453943          |
| TEXAS GAS SERVICE                 | 184.64             | 453992          |
| CENTERPOINT ENERGY RESOURCES CORP | 42.16              | 454002          |
| WINDSTREAM                        | 42.67              | 454007          |
| REPUBLIC SERVICES                 | 45.00              | 454118          |
|                                   |                    | 1,221.61**      |
| ROAD & BRIDGE PCT.#4              |                    |                 |
| SOUTHERN COMPUTER WAREHOUSE       | 92.56              | 453878          |
| COASTAL WELDING SUPPLY            | 63.00              | 453891          |
| CONSOLIDATED ELECTRICAL DIST INC. | 60.00              | 453892          |
| M&D SUPPLY                        | 189.17             | 453918          |
| MUNRO'S                           | 117.81             | 453922          |
| SCOOTER'S LAWNMOWERS              | 332.67             | 453933          |
| SOUTHEAST TEXAS WATER             | 12.95              | 453936          |
| AT&T                              | 78.94              | 453937          |
| UNITED STATES POSTAL SERVICE      | 1.42               | 453978          |
| NATALIE ROBERTS                   | 9.70               | 454022          |
| ASCO                              | 181.20             | 454048          |
| GULF COAST                        | 701.76             | 454072          |
| O'REILLY AUTO PARTS               | 383.81             | 454096          |
| COTTON CARGO                      | 45.50              | 454105          |
| GULF COAST SCREW & SUPPLY         | 445.38             | 454106          |
| PARTS EXCHANGE COMPANY, INC.      | 250.00             | 454110          |
| SANITARY SUPPLY, INC.             | 372.05             | 454111          |
| SAM'S CLUB DIRECT                 | 636.10             | 454116          |
| REPUBLIC SERVICES                 | 214.79             | 454118          |
|                                   |                    | 4,188.81**      |
| ENGINEERING FUND                  |                    |                 |
| VERIZON WIRELESS                  | 250.59             | 453973          |
|                                   |                    | 250.59**        |
| PARKS & RECREATION                |                    |                 |
| ENTERGY                           | 1,152.75           | 453903          |
|                                   |                    | 1,152.75**      |
| GENERAL FUND                      |                    |                 |

| PGM: GMCOMMV2                                     | DATE<br>12-17-2018 | PAGE: 2            |
|---|--------------------|--------------------|
| NAME  | AMOUNT             | CHECK NO. TOTAL    |
| CITY OF BEAUMONT - CENTRAL COLLECTI<br>TAX OFFICE | 150,882.53         | 453885 150,882.53* |
| OFFICE DEPOT                                      | 120.29             | 453924             |
| CDW COMPUTER CENTERS, INC.                        | 98.54              | 453949             |
| UNITED STATES POSTAL SERVICE                      | 2,002.50           | 453978             |
| CINTAS CORPORATION                                | 72.41              | 454119             |
| AUDITOR'S OFFICE                                  |                    | 2,293.74*          |
| OFFICE DEPOT                                      | 169.76             | 453924             |
| UNITED STATES POSTAL SERVICE                      | 5.86               | 453978             |
| COUNTY CLERK                                      |                    | 175.62*            |
| OFFICE DEPOT                                      | 173.65             | 453924             |
| UNITED STATES POSTAL SERVICE                      | 224.35             | 453978             |
| ZULY ZURITA                                       | 12.00              | 454100             |
| COUNTY JUDGE                                      |                    | 410.00*            |
| GREATER PORT ARTHUR                               | 125.00             | 453899             |
| OFFICE DEPOT                                      | 111.63             | 453924             |
| KIMBERLY PHELAN, P.C.                             | 1,000.00           | 454005             |
| MOORE LANDREY LLP                                 | 500.00             | 454034             |
| LINDSAY LAW FIRM, PLLC                            | 500.00             | 454036             |
| JOSHUA C HEINZ                                    | 1,000.00           | 454043             |
| LAW OFFICE OF J SCOTT FREDERICK                   | 500.00             | 454062             |
| JAN GIROUARD & ASSOCIATES LLC                     | 400.00             | 454067             |
| JAMES M BLACK                                     | 1,000.00           | 454099             |
| RISK MANAGEMENT                                   |                    | 5,136.63*          |
| UNITED STATES POSTAL SERVICE                      | 5.35               | 453978             |
| COUNTY TREASURER                                  |                    | 5.35*              |
| UNITED STATES POSTAL SERVICE                      | 208.60             | 453978             |
| PRINTING DEPARTMENT                               |                    | 208.60*            |
| OLMSTED-KIRK PAPER                                | 532.25             | 453925             |
| PURCHASING DEPARTMENT                             |                    | 532.25*            |
| UNITED STATES POSTAL SERVICE                      | 2.04               | 453978             |
| GENERAL SERVICES                                  |                    | 2.04*              |
| B&L MAIL PRESORT SERVICE                          | 1,590.36           | 453880             |
| JEFFERSON CTY. APPRAISAL DISTRICT                 | 217,457.55         | 453914             |
| CASH ADVANCE ACCOUNT                              | 30.00              | 453915             |
| TEXAS WILDLIFE DAMAGE MGMT FUND                   | 2,700.00           | 453940             |
| ADVANCED STAFFING                                 | 97.50              | 453947             |
| WALMART COMMUNITY BRC                             | 166.26             | 453976             |
| ERS - TEXAS SOCIAL SECURITY PROGRAM               | 35.00              | 453997             |
| CASH ADVANCE ACCOUNT                              | 30.00              | 454108             |
| MCGRIFF, SEIBELS & WILLIAMS OF TX                 | 1,435.00           | 454112             |
| DATA PROCESSING                                   |                    | 223,541.67*        |
| SOUTHERN COMPUTER WAREHOUSE                       | 343.68             | 453878             |
| CDW COMPUTER CENTERS, INC.                        | 162.14             | 453949             |
| TODD L. FREDERICK                                 | 227.26             | 453983             |
| VOTERS REGISTRATION DEPT                          |                    | 733.08*            |
| UNITED STATES POSTAL SERVICE                      | 1,327.75           | 453978             |
| ELECTIONS DEPARTMENT                              |                    | 1,327.75*          |
| HART INTER CIVIC                                  | 66,694.00          | 453908             |

| PGM: GMCOMMV2                  | DATE<br>12-17-2018 |           | PAGE: 3<br>48<br>TOTAL |
|--------------------------------|--------------------|-----------|------------------------|
| NAME                           | AMOUNT             | CHECK NO. |                        |
| AT&T MOBILITY                  | 3,497.67           | 454065    | 70,191.67*             |
| DISTRICT ATTORNEY              |                    |           |                        |
| OFFICE DEPOT                   | 450.03             | 453924    |                        |
| TDCAA BOOK ORDERS              | 94.00              | 453939    |                        |
| BRANDI SEWELL                  | 66.60              | 453948    |                        |
| UNITED STATES POSTAL SERVICE   | 194.18             | 453978    |                        |
| SHI GOVERNMENT SOLUTIONS, INC. | 718.74             | 453984    |                        |
| MCM ELEGANTE HOTEL             | 108.10             | 454003    |                        |
| SUMMER TANNER                  | 25.20              | 454011    |                        |
| QUENTIN PRICE                  | 11.00              | 454077    | 1,667.85*              |
| DISTRICT CLERK                 |                    |           |                        |
| OFFICE DEPOT                   | 309.59             | 453924    |                        |
| UNITED STATES POSTAL SERVICE   | 303.02             | 453978    |                        |
| AERIALINK INC                  | 153.95             | 454071    | 766.56*                |
| CRIMINAL DISTRICT COURT        |                    |           |                        |
| DAVID GROVE                    | 8,750.00           | 453875    | 8,750.00*              |
| 172ND DISTRICT COURT           |                    |           |                        |
| OFFICE DEPOT                   | 122.25             | 453924    |                        |
| LEXIS-NEXIS                    | 66.00              | 453981    | 188.25*                |
| 252ND DISTRICT COURT           |                    |           |                        |
| UNITED STATES POSTAL SERVICE   | 22.26              | 453978    |                        |
| M.K. HAMZA, PHD, P.A.          | 1,200.00           | 454046    | 1,222.26*              |
| 279TH DISTRICT COURT           |                    |           |                        |
| JACK LAWRENCE                  | 325.00             | 453876    |                        |
| PHILLIP DOWDEN                 | 500.00             | 453877    |                        |
| NATHAN REYNOLDS, JR.           | 100.00             | 453929    |                        |
| CHARLES ROJAS                  | 1,000.00           | 453952    |                        |
| LEXIS-NEXIS                    | 138.00             | 453979    |                        |
| LANGSTON ADAMS                 | 600.00             | 453989    |                        |
| JOEL WEBB VAZQUEZ              | 200.00             | 453999    |                        |
| KIMBERLY PHELAN, P.C.          | 500.00             | 454005    |                        |
| TONYA CONNELL TOUPS            | 100.00             | 454017    |                        |
| P DEAN BRINKLEY                | 150.00             | 454033    |                        |
| ALICIA K HALL                  | 600.00             | 454040    |                        |
| BRITTANIE HOLMES               | 700.00             | 454045    |                        |
| WILLIAM FORD DISHMAN           | 700.00             | 454051    |                        |
| BRYAN E MCEACHERN PC           | 351.30             | 454054    |                        |
| TARA SHELANDER                 | 500.00             | 454056    |                        |
| MELANIE AIREY                  | 200.00             | 454061    | 6,664.30*              |
| 317TH DISTRICT COURT           |                    |           |                        |
| JUDY PAASCH                    | 2,465.42           | 454001    | 2,465.42*              |
| JUSTICE COURT-PCT 1 PL 1       |                    |           |                        |
| UNITED STATES POSTAL SERVICE   | 50.70              | 453978    |                        |
| LEXISNEXIS- ACCURINT           | 61.00              | 454031    | 111.70*                |
| JUSTICE COURT-PCT 1 PL 2       |                    |           |                        |
| LEXISNEXIS- ACCURINT           | 61.00              | 454031    | 61.00*                 |
| JUSTICE COURT-PCT 4            |                    |           |                        |
| AT&T                           | 78.94              | 453937    |                        |
| LEXISNEXIS- ACCURINT           | 61.00              | 454031    | 139.94*                |
| JUSTICE COURT-PCT 6            |                    |           |                        |
| UNITED STATES POSTAL SERVICE   | 24.65              | 453978    |                        |

| PGM: GMCOMMV2                   | DATE<br>12-17-2018 | AMOUNT | CHECK NO. | PAGE: 4<br>49<br>TOTAL |
|---------------------------------|--------------------|--------|-----------|------------------------|
| NAME                            |                    |        |           |                        |
| SIERRA SPRING WATER CO. - BT    | 37.20              | 453982 |           |                        |
| LEXISNEXIS- ACCURINT            | 61.00              | 454031 |           |                        |
|                                 |                    |        |           | 122.85*                |
| JUSTICE COURT-PCT 7             |                    |        |           |                        |
| LEXISNEXIS- ACCURINT            | 61.00              | 454031 |           |                        |
|                                 |                    |        |           | 61.00*                 |
| JUSTICE OF PEACE PCT. 8         |                    |        |           |                        |
| LEXISNEXIS- ACCURINT            | 61.00              | 454031 |           |                        |
|                                 |                    |        |           | 61.00*                 |
| COUNTY COURT AT LAW NO.1        |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE    | 71.82              | 453978 |           |                        |
| LEXIS-NEXIS                     | 71.00              | 453980 |           |                        |
|                                 |                    |        |           | 71.82*                 |
| COUNTY COURT AT LAW NO. 2       |                    |        |           |                        |
| DONALD BOUDREAUX                | 250.00             | 453882 |           |                        |
| JEFFERSON CTY. BAR ASSOCIATION  | 125.00             | 453912 |           |                        |
| MARVA PROVO                     | 250.00             | 453928 |           |                        |
| UNITED STATES POSTAL SERVICE    | 8.57               | 453978 |           |                        |
| TURK LAW FIRM                   | 300.00             | 454047 |           |                        |
| SAMUEL & SON LAW FIRM PLLC      | 250.00             | 454058 |           |                        |
|                                 |                    |        |           | 1,183.57*              |
| COUNTY COURT AT LAW NO. 3       |                    |        |           |                        |
| TODD W LEBLANC                  | 250.00             | 453873 |           |                        |
| THOMAS J. BURBANK PC            | 300.00             | 453883 |           |                        |
| NATHAN REYNOLDS, JR.            | 250.00             | 453929 |           |                        |
| CHARLES ROJAS                   | 550.00             | 453952 |           |                        |
| UNITED STATES POSTAL SERVICE    | 7.75               | 453978 |           |                        |
| ANTOINE FREEMAN                 | 250.00             | 454018 |           |                        |
| SAMUEL & SON LAW FIRM PLLC      | 250.00             | 454058 |           |                        |
|                                 |                    |        |           | 1,857.75*              |
| COURT MASTER                    |                    |        |           |                        |
| RICHARD D. HUGHES               | 2,600.00           | 453910 |           |                        |
| OFFICE DEPOT                    | 64.14              | 453924 |           |                        |
| UNITED STATES POSTAL SERVICE    | 3.25               | 453978 |           |                        |
|                                 |                    |        |           | 2,667.39*              |
| MEDIATION CENTER                |                    |        |           |                        |
| UNITED STATES POSTAL SERVICE    | 5.30               | 453978 |           |                        |
|                                 |                    |        |           | 5.30*                  |
| SHERIFF'S DEPARTMENT            |                    |        |           |                        |
| CITY OF NEDERLAND               | 36.91              | 453888 |           |                        |
| EQUINE MEDICINE & SURGERY       | 28.00              | 453895 |           |                        |
| ENTERGY                         | 707.70             | 453903 |           |                        |
| HARBOR FREIGHT TOOLS            | 279.92             | 453907 |           |                        |
| OFFICE DEPOT                    | 492.51             | 453924 |           |                        |
| AT&T                            | 129.88             | 453937 |           |                        |
| WALMART COMMUNITY BRC           | 74.62              | 453976 |           |                        |
| UNITED STATES POSTAL SERVICE    | 1,501.10           | 453978 |           |                        |
| FIVE STAR FEED                  | 153.22             | 453994 |           |                        |
| AIRPORT GULF TOWING LLC         | 500.00             | 454006 |           |                        |
| NTOA                            | 150.00             | 454052 |           |                        |
| TRANSUNION RISK AND ALTERNATIVE | 475.00             | 454060 |           |                        |
| GALLS LLC                       | 4,505.00           | 454063 |           |                        |
| FANNETT VETERINARY CLINIC       | 217.98             | 454090 |           |                        |
| REPUBLIC SERVICES               | 45.00              | 454118 |           |                        |
|                                 |                    |        |           | 9,296.84*              |
| CRIME LABORATORY                |                    |        |           |                        |
| SOUTHEAST TEXAS WATER           | 79.90              | 453936 |           |                        |
| AIRGAS SOUTHWEST                | 346.19             | 454023 |           |                        |
|                                 |                    |        |           | 426.09*                |
| JAIL - NO. 2                    |                    |        |           |                        |
| CITY OF BEAUMONT - WATER DEPT.  | 16.00              | 453886 |           |                        |
| COASTAL WELDING SUPPLY          | 49.60              | 453891 |           |                        |
| W.W. GRAINGER, INC.             | 13.69              | 453898 |           |                        |



| PGM: GMCOMMV2                       | DATE<br>12-17-2018 | PAGE: 5         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| HERTZ CORPORATION                   | 359.04             | 453909          |
| JACK BROOKS REGIONAL AIRPORT        | 1,270.50           | 453913          |
| AT&T                                | 1,400.14           | 453937          |
| WALMART COMMUNITY BRC               | 84.23              | 453976          |
| WORLD FUEL SERVICES                 | 925.80             | 454030          |
| KROPP HOLDINGS INC                  | 622.73             | 454050          |
| TEXAS PRISONER TRANSPORTATION SERVI | 1,267.50           | 454070          |
| CORRHEALTH LLC                      | 78,900.85          | 454085          |
| REPUBLIC SERVICES                   | 2,630.18           | 454118          |
|                                     |                    | 87,540.26*      |
| JUVENILE PROBATION DEPT.            |                    |                 |
| FED EX                              | 76.18              | 453897          |
| UNITED STATES POSTAL SERVICE        | 20.10              | 453978          |
| LEXIS-NEXIS                         | 336.60             | 453979          |
|                                     |                    | 432.88*         |
| JUVENILE DETENTION HOME             |                    |                 |
| AAA LOCK & SAFE                     | 322.50             | 453871          |
| EPS                                 | 640.00             | 453893          |
| CHARMTEX INC.                       | 918.00             | 453995          |
| FLOWERS FOODS                       | 28.28              | 453996          |
| BEN E KEITH FOODS                   | 377.10             | 453998          |
| VANSCHUCA SANDERS-CHEVIS            | 300.00             | 454012          |
| BIG THICKET PLUMBING INC            | 150.00             | 454086          |
| BYRON K JOHNSON                     | 70.00              | 454098          |
| KAREN ROBERTS                       | 500.00             | 454115          |
| REPUBLIC SERVICES                   | 704.70             | 454118          |
|                                     |                    | 4,010.58*       |
| CONSTABLE PCT 1                     |                    |                 |
| KAY ELECTRONICS, INC.               | 69.25              | 453916          |
| OFFICE DEPOT                        | 268.87             | 453924          |
| UNITED STATES POSTAL SERVICE        | 62.65              | 453978          |
| LEXISNEXIS- ACCURINT                | 61.00              | 454031          |
|                                     |                    | 461.77*         |
| CONSTABLE-PCT 2                     |                    |                 |
| LEXISNEXIS- ACCURINT                | 61.00              | 454031          |
|                                     |                    | 61.00*          |
| CONSTABLE-PCT 4                     |                    |                 |
| AT&T                                | 39.47              | 453937          |
| DISH NETWORK                        | 59.50              | 454013          |
| TRANSUNION RISK AND ALTERNATIVE     | 70.00              | 454060          |
|                                     |                    | 168.97*         |
| CONSTABLE-PCT 6                     |                    |                 |
| UNITED STATES POSTAL SERVICE        | 15.77              | 453978          |
| LEXISNEXIS- ACCURINT                | 61.00              | 454031          |
|                                     |                    | 76.77*          |
| CONSTABLE PCT. 8                    |                    |                 |
| TND WORKWEAR CO LLC                 | 450.95             | 454074          |
|                                     |                    | 450.95*         |
| COUNTY MORGUE                       |                    |                 |
| SALAM INTERNATIONAL                 | 157.00             | 453953          |
|                                     |                    | 157.00*         |
| AGRICULTURE EXTENSION SVC           |                    |                 |
| EPSILON SIGMA PHI                   | 115.00             | 453894          |
| DAVID OATES                         | 122.84             | 454068          |
|                                     |                    | 237.84*         |
| HEALTH AND WELFARE NO. 1            |                    |                 |
| CALVARY MORTUARY                    | 1,500.00           | 453884          |
| CLAYBAR FUNERAL HOME, INC.          | 1,998.00           | 453889          |
| ENTERGY                             | 70.00              | 453906          |
| AUSTIN CECIL WALKES MD PA           | 2,932.58           | 453942          |
| UNITED STATES POSTAL SERVICE        | 63.22              | 453978          |
| HEB CREDIT RECEIVABLES DEPT 308     | 123.08             | 454021          |
| LEXISNEXIS- ACCURINT                | 91.50              | 454031          |

| PGM: GMCOMMV2                       | DATE<br>12-17-2018 |           | PAGE: 6     |
|-------------------------------------|--------------------|-----------|-------------|
| NAME                                | AMOUNT             | CHECK NO. | 51<br>TOTAL |
| PROCTOR'S MORTUARY INC              | 1,500.00           | 454032    |             |
| ENTERGY                             | 70.00              | 454107    |             |
| HEALTH AND WELFARE NO. 2            |                    |           | 8,348.38*   |
| CLAYBAR FUNERAL HOME, INC.          | 1,998.00           | 453890    |             |
| AUSTIN CECIL WALKES MD PA           | 2,932.58           | 453942    |             |
| MCKESSON MEDICAL-SURGICAL INC       | 13.07              | 453950    |             |
| LEXISNEXIS- ACCURINT                | 91.50              | 454031    |             |
| CHILD WELFARE UNIT                  |                    |           | 5,035.15*   |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 103.40             | 453985    |             |
| J.C. PENNEY'S                       | 4,732.34           | 453986    |             |
| SEARS COMMERICAL CREDIT             | 1,085.37           | 453987    |             |
| J'LYNN HENDRIX                      | 20.00              | 454028    |             |
| TYRE A WELLS                        | 20.00              | 454055    |             |
| TYTIANNA WELLS SIGARST              | 20.00              | 454057    |             |
| LARRY DOYLE JR                      | 20.00              | 454075    |             |
| FAITH DOYLE                         | 50.00              | 454076    |             |
| STACY VELASQUEZ                     | 20.00              | 454081    |             |
| ETHAN WILTURNER                     | 20.00              | 454082    |             |
| DAYSI VELASQUEZ                     | 20.00              | 454083    |             |
| KAITLIN VAZQUES                     | 20.00              | 454088    |             |
| CAPRIE DAVIS                        | 20.00              | 454091    |             |
| JAZIN BENOIT                        | 20.00              | 454092    |             |
| ROBIN JOHNSON                       | 50.00              | 454094    |             |
| MAKAYLA ANTOINE                     | 20.00              | 454095    |             |
| SHANNON WASHINGTON                  | 20.00              | 454097    |             |
| TIMOTHY JOHNSON                     | 20.00              | 454101    |             |
| HALEY BROWN                         | 15.00              | 454102    |             |
| HAILEY PANCHAL                      | 15.00              | 454103    |             |
| ELIJAH GARCIA                       | 15.00              | 454104    |             |
| INDIGENT MEDICAL SERVICES           |                    |           | 6,326.11*   |
| LOCAL GOVERNMENT SOLUTIONS LP       | 3,773.00           | 454019    |             |
| KING'S PHARMACY MIDCOUNTY           | 89.96              | 454037    |             |
| CARDINAL HEALTH 110 INC             | 50,598.87          | 454049    |             |
| TDS OPERATING INC                   | 235.00             | 454084    |             |
| EMERGENCY MANAGEMENT                |                    |           | 54,696.83*  |
| VERIZON WIRELESS                    | 150.00             | 453974    |             |
| MAINTENANCE-BEAUMONT                |                    |           | 150.00*     |
| AAA LOCK & SAFE                     | 14.80              | 453871    |             |
| CONSOLIDATED ELECTRICAL DIST INC.   | 15.81              | 453892    |             |
| M&D SUPPLY                          | 111.94             | 453918    |             |
| SANITARY SUPPLY, INC.               | 520.91             | 453932    |             |
| ACE IMAGEWEAR                       | 199.03             | 453935    |             |
| WORTH HYDROCHEM                     | 265.00             | 453945    |             |
| SE TEX CONSTRUCTION CORPORATION     | 1,000.00           | 454010    |             |
| FIRETROL PROTECTION SYSTEMS, INC.   | 255.00             | 454027    |             |
| ADVANTAGE INTEREST INC              | 1,793.00           | 454080    |             |
| REPUBLIC SERVICES                   | 2,114.10           | 454118    |             |
| MAINTENANCE-PORT ARTHUR             |                    |           | 6,289.59*   |
| CITY OF PORT ARTHUR - WATER DEPT.   | 643.81             | 453887    |             |
| ENTERGY                             | 3,311.26           | 453903    |             |
| MAINTENANCE-MID COUNTY              |                    |           | 3,955.07*   |
| CITY OF NEDERLAND                   | 45.04              | 453888    |             |
| ENTERGY                             | 1,911.86           | 453903    |             |
| SETZER HARDWARE, INC.               | 5.13               | 453934    |             |
| ACE IMAGEWEAR                       | 106.13             | 453935    |             |
| W. JEFFERSON COUNTY M.W.D.          | 27.14              | 453944    |             |
| LOWE'S HOME CENTERS, INC.           | 32.30              | 453988    |             |
| ATTABOY TERMITE & PEST CONTROL      | 54.00              | 454029    |             |
| REPUBLIC SERVICES                   | 92.10              | 454118    |             |
| SERVICE CENTER                      |                    |           | 2,273.70*   |

| PGM: GMCOMMV2                       | DATE<br>12-17-2018 | PAGE: 7         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| SPIDLE & SPIDLE                     | 17,844.32          | 453874          |
| GULF COAST SCREW & SUPPLY           | 37.70              | 453901          |
| J.K. CHEVROLET CO.                  | 223.16             | 453911          |
| THE MUFFLER SHOP                    | 112.00             | 453921          |
| RITTER @ HOME                       | 51.98              | 453930          |
| AT&T                                | 64.94              | 453937          |
| S.E. TEXAS AUTO EQUIPMENT           | 5,495.00           | 453946          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453954          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453955          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453956          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453957          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453958          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453959          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453960          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453961          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453962          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453963          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453964          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453965          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453966          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453967          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453968          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453969          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 453970          |
| JEFFERSON CTY. TAX OFFICE           | 22.00              | 453971          |
| JEFFERSON CTY. TAX OFFICE           | 22.00              | 453972          |
| VOYAGER FLEET SYSTEM, INC.          | 24,006.17          | 453993          |
| BUMPER TO BUMPER                    | 909.33             | 454000          |
| AMERICAN TIRE DISTRIBUTORS          | 1,129.04           | 454025          |
| EASTEX PRESSURE WASHERS             | 396.00             | 454039          |
| THE GOODYEAR TIRE & RUBBER COMPANY  | 4,110.90           | 454093          |
| REPUBLIC SERVICES                   | 122.69             | 454118          |
|                                     |                    | 54,674.73*      |
| VETERANS SERVICE                    |                    |                 |
| CASH ADVANCE ACCOUNT                | 481.92             | 453915          |
| OFFICE DEPOT                        | 130.64             | 453924          |
| UNITED STATES POSTAL SERVICE        | 2.31               | 453978          |
| HILARY GUEST                        | 100.17             | 453991          |
|                                     |                    | 715.04*         |
|                                     |                    | 729,294.44**    |
| MOSQUITO CONTROL FUND               |                    |                 |
| CITY OF NEDERLAND                   | 95.69              | 453888          |
| ENTERGY                             | 510.41             | 453903          |
| MUNRO'S                             | 42.48              | 453922          |
| O'REILLY AUTO PARTS                 | 57.98              | 454096          |
| REPUBLIC SERVICES                   | 122.69             | 454118          |
|                                     |                    | 829.25**        |
| FEMA EMERGENCY                      |                    |                 |
| MARTIN PRODUCT SALES LLC            | 67.50              | 454008          |
| GULF COAST                          | 586.19             | 454073          |
|                                     |                    | 653.69**        |
| J.C. FAMILY TREATMENT               |                    |                 |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 388.50             | 453985          |
|                                     |                    | 388.50**        |
| SECURITY FEE FUND                   |                    |                 |
| IDENTISYS                           | 1,211.10           | 454015          |
| GALLS LLC                           | 10.50              | 454063          |
|                                     |                    | 1,221.60**      |
| LAW LIBRARY FUND                    |                    |                 |
| THOMSON REUTERS-WEST                | 1,907.53           | 454117          |
|                                     |                    | 1,907.53**      |
| EMPG GRANT                          |                    |                 |
| VERIZON WIRELESS                    | 161.28             | 453974          |
|                                     |                    | 161.28**        |
| JUVENILE PROB & DET. FUND           |                    |                 |

| PGM: GMCOMMV2                      | DATE<br>12-17-2018 | AMOUNT | CHECK NO. | PAGE: 8<br>53<br>TOTAL |
|------------------------------------|--------------------|--------|-----------|------------------------|
| NAME                               |                    |        |           |                        |
| VERIZON WIRELESS                   | 26.17              | 453973 |           |                        |
| STEPHEN C HOWARD                   | 300.00             | 454009 |           |                        |
|                                    |                    |        |           | 326.17**               |
| GRANT A STATE AID                  |                    |        |           |                        |
| TRUECORE BEHAVIORAL SOLUTIONS LLC  | 973.80             | 454087 |           |                        |
|                                    |                    |        |           | 973.80**               |
| COMMUNITY SUPERVISION FND          |                    |        |           |                        |
| CASH ADVANCE ACCOUNT               | 507.74             | 453915 |           |                        |
| OFFICE DEPOT                       | 326.92             | 453924 |           |                        |
| UNITED STATES POSTAL SERVICE       | 56.62              | 453978 |           |                        |
| SHI GOVERNMENT SOLUTIONS, INC.     | 5,271.60           | 453984 |           |                        |
| LOCAL GOVERNMENT SOLUTIONS LP      | 6,965.00           | 454019 |           |                        |
| JCCSC                              | 238.00             | 454035 |           |                        |
| TX TAG                             | 17.02              | 454064 |           |                        |
| HARRIS COUNTY TOLL ROAD AUTHORITY  | 38.00              | 454089 |           |                        |
|                                    |                    |        |           | 13,420.90**            |
| JEFF. CO. WOMEN'S CENTER           |                    |        |           |                        |
| KAY ELECTRONICS, INC.              | 35.00              | 453916 |           |                        |
| M&D SUPPLY                         | 73.00              | 453918 |           |                        |
| MARKET BASKET                      | 123.80             | 453919 |           |                        |
| KIM MCKINNEY, LPC, LMFT            | 300.00             | 453920 |           |                        |
| OFFICE DEPOT                       | 82.87              | 453924 |           |                        |
| PREMIUM PLUMBING                   | 126.50             | 453927 |           |                        |
| SYSCO FOOD SERVICES, INC.          | 1,295.41           | 453938 |           |                        |
| TOWER COMMUNICATIONS, INC.         | 60.00              | 453975 |           |                        |
| BEN E KEITH FOODS                  | 1,386.11           | 453998 |           |                        |
| SPANKY'S WRECKER SERVICE INC       | 75.00              | 454041 |           |                        |
| SAM'S CLUB DIRECT                  | 186.22             | 454044 |           |                        |
| GLOBAL TEL*LINK CORP               | 1,000.00           | 454059 |           |                        |
| CINTAS CORPORATION                 | 67.63              | 454069 |           |                        |
| REPUBLIC SERVICES                  | 150.26             | 454118 |           |                        |
|                                    |                    |        |           | 4,961.80**             |
| JAG GRANTS                         |                    |        |           |                        |
| CDW COMPUTER CENTERS, INC.         | 3,511.81           | 453949 |           |                        |
|                                    |                    |        |           | 3,511.81**             |
| LAW OFFICER TRAINING GRT           |                    |        |           |                        |
| AAA LOCK & SAFE                    | 42.50              | 453871 |           |                        |
| GALLS LLC                          | 76.25              | 454063 |           |                        |
|                                    |                    |        |           | 118.75**               |
| HOTEL OCCUPANCY TAX FUND           |                    |        |           |                        |
| MUNRO'S                            | 104.23             | 453922 |           |                        |
| OFFICE DEPOT                       | 55.89              | 453924 |           |                        |
| AT&T                               | 185.78             | 453937 |           |                        |
| TEXAS TRAVEL INDUSTRY ASSOCIATION  | 420.00             | 454004 |           |                        |
| DISH NETWORK                       | 128.51             | 454014 |           |                        |
| TACVB                              | 405.00             | 454024 |           |                        |
| SAM'S CLUB DIRECT                  | 168.54             | 454044 |           |                        |
| VECTOR SECURITY                    | 3,816.00           | 454078 |           |                        |
| REPUBLIC SERVICES                  | 122.69             | 454118 |           |                        |
|                                    |                    |        |           | 5,406.64**             |
| COASTAL RESTORATION PRJCT          |                    |        |           |                        |
| TIM RICHARDSON                     | 10,500.00          | 454053 |           |                        |
|                                    |                    |        |           | 10,500.00**            |
| AIRPORT FUND                       |                    |        |           |                        |
| CITY OF NEDERLAND                  | 20.65              | 453888 |           |                        |
| ENTERGY                            | 11,326.63          | 453905 |           |                        |
| AT&T                               | 620.38             | 453937 |           |                        |
| UNITED STATES POSTAL SERVICE       | 3.60               | 453978 |           |                        |
| REPUBLIC SERVICES                  | 1,303.45           | 454118 |           |                        |
|                                    |                    |        |           | 13,274.71**            |
| SE TX EMP. BENEFIT POOL            |                    |        |           |                        |
| EXPRESS SCRIPTS INC                | 154,105.48         | 454120 |           |                        |
| UNITEDHEALTHCARE INSURANCE COMPANY | 1,146.96           | 454121 |           |                        |
|                                    |                    |        |           | 155,252.44**           |
| SETEC FUND                         |                    |        |           |                        |

| PGM: GMCOMMV2                        | DATE<br>12-17-2018 | PAGE: 9         |
|--------------------------------------|--------------------|-----------------|
| NAME                                 | AMOUNT             | CHECK NO. TOTAL |
| INDUSTRIAL & COMMERCIAL MECHANICAL   | 1,652.00           | 454042          |
| REPUBLIC SERVICES                    | 3,635.21           | 454118          |
|                                      |                    | 5,287.21**      |
| WORKER'S COMPENSATION FD             |                    |                 |
| TRISTAR RISK MANAGEMENT              | 182.16             | 454113          |
| TRISTAR RISK MANAGEMENT              | 12,593.73          | 454114          |
|                                      |                    | 12,775.89**     |
| SHERIFF'S FORFEITURE FUND            |                    |                 |
| CDW COMPUTER CENTERS, INC.           | 673.64             | 453949          |
| WALMART COMMUNITY BRC                | 125.33             | 453976          |
| ARCHIVE SOCIAL                       | 2,388.00           | 454079          |
|                                      |                    | 3,186.97**      |
| PAYROLL FUND                         |                    |                 |
| JEFFERSON CTY. - FLEXIBLE SPENDING   | 13,423.00          | 453847          |
| CLEAT                                | 342.00             | 453848          |
| JEFFERSON CTY. TREASURER             | 13,560.73          | 453849          |
| RON STADTMUELLER - CHAPTER 13        | 157.50             | 453850          |
| INTERNAL REVENUE SERVICE             | 208.00             | 453851          |
| JEFFERSON CTY. ASSN. OF D.S. & C.O.  | 4,080.00           | 453852          |
| JEFFERSON CTY. COMMUNITY SUP.        | 9,753.67           | 453853          |
| JEFFERSON CTY. TREASURER - HEALTH    | 502,667.05         | 453854          |
| JEFFERSON CTY. TREASURER - GENERAL   | 45.00              | 453855          |
| JEFFERSON CTY. TREASURER - PAYROLL   | 1,854,974.02       | 453856          |
| JEFFERSON CTY. TREASURER - PAYROLL   | 668,292.12         | 453857          |
| MONEY LIFE INSURANCE OF AMERICA      | 100.34             | 453858          |
| POLICE & FIRE FIGHTERS' ASSOCIATION  | 2,116.58           | 453859          |
| TGSLC                                | 720.86             | 453860          |
| US DEPARTMENT OF EDUCATION           | 601.82             | 453861          |
| JEFFERSON CTY. TREASURER - TCDRS     | 703,261.16         | 453862          |
| OPPENHEIMER FUNDS DISTRIBUTOR, INC   | 1,484.99           | 453863          |
| JEFFERSON COUNTY TREASURER           | 2,659.33           | 453864          |
| JEFFERSON COUNTY - TREASURER -       | 6,520.18           | 453865          |
| NECHES FEDERAL CREDIT UNION          | 42,976.20          | 453866          |
| JEFFERSON COUNTY - NATIONWIDE        | 67,774.12          | 453867          |
| JOHN TALTON                          | 2,035.38           | 453868          |
| IL DEPT OF HEALTHCARD AND FAMILY SER | 49.85              | 453869          |
| BELINDA M ZURITA                     | 230.77             | 453870          |
|                                      |                    | 3,898,034.67**  |
| APPELLATE JUDICIAL SYSTEM            |                    |                 |
| 9TH COURT OF APPEALS                 | 1,895.00           | 454020          |
|                                      |                    | 1,895.00**      |
| MARINE DIVISION                      |                    |                 |
| AVIALL                               | 162.75             | 453879          |
| W.W. GRAINGER, INC.                  | 31.46              | 453898          |
| ENTERGY                              | 676.23             | 453903          |
| JACK BROOKS REGIONAL AIRPORT         | 733.20             | 453913          |
| RITTER @ HOME                        | 675.74             | 453930          |
| SETZER HARDWARE, INC.                | 73.57              | 453934          |
| AT&T                                 | 84.46              | 453937          |
| ADVANCED SYSTEMS & ALARM SERVICES,   | 60.00              | 453951          |
| VERIZON WIRELESS                     | 531.86             | 453973          |
| AERO PRODUCTS                        | 138.58             | 453990          |
| BUMPER TO BUMPER                     | 951.50             | 454000          |
| THE DINGO GROUP-PETE JORGENSEN MARI  | 1,681.45           | 454016          |
| C & I OIL COMPANY INC                | 9,575.49           | 454026          |
| NIGHT FLIGHT CONCEPTS INC            | 370.00             | 454038          |
| VECTOR SECURITY                      | 39.95              | 454078          |
|                                      |                    | 15,786.24**     |
| SHERIFF - COMMISSARY                 |                    |                 |
| WALMART COMMUNITY BRC                | 945.18             | 453976          |
|                                      |                    | 945.18**        |
| SHERIFF-SPINDLETOP GRANT             |                    |                 |
| GALLS LLC                            | 226.37             | 454063          |
|                                      |                    | 226.37**        |
|                                      |                    | 4,890,258.40*** |

**AGENDA ITEM****December 17, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file Amendment Request for Permit SWG-2015-00444-McFaddin National Wildlife Refuge Beach Ridge Restoration, Jefferson and Chambers Counties, Texas.





December 12, 2018

10100488

Mr. Steve Walls  
Regulatory Division  
U.S. Army Corps of Engineers  
Galveston District  
2000 Fort Point Road  
P.O. Box 1229  
Galveston, Texas 77550

**RE: AMENDMENT REQUEST FOR PERMIT SWG-2015-00444 – MCFADDIN NATIONAL WILDLIFE REFUGE BEACH RIDGE RESTORATION, JEFFERSON AND CHAMBERS COUNTIES, TEXAS**

Dear Mr. Walls,

U.S. Army Corps of Engineers (USACE) permit SWG-2015-00444, issued to the Jefferson County Engineering Department on November 03, 2016, authorizes restoration of 104,150 linear feet of beach/dune complex along 20 miles of the McFaddin National Wildlife Refuge (MNRW), in Jefferson and Chambers Counties, Texas. The permit authorized the use of approximately 4.1 million cubic yards of sand hydraulically dredged from a 241-acre borrow site located approximately 1.5 miles offshore of the project area (**Attachment A**, Existing USACE Permit SWG-2015-00444).

A 3 mile portion of the 20-mile long beach ridge restoration project was constructed in April and May 2017 under U.S. Army Corps of Engineers permit SWG 2015-00444. The project utilized funding that was available at the time and would expire in the summer of 2017. The funding was not sufficient to cover the cost of the entire project area. The previously constructed portion of the project is referred to herein as the Pilot Project and focused on two primary objectives: (1) utilize the available funding that would have expired and (2) to help stabilize the most critical section of the project area. The Pilot Project also serves as a demonstration project for the remainder of the proposed action, providing opportunity to benefit from lessons learned and to apply adaptive management to the rest of the project area.

On behalf of Jefferson County, HDR Engineering, Inc. (HDR), is requesting that permit SWG-2015-00444 for beach/dune restoration at MNRW be amended to include additional features: (1) increase the fill density (cubic yards/linear foot [CY/LF]), (2) expansion of the





currently permitted borrow area and the addition of two new borrow areas within the immediate vicinity, (3) placement of unsuitable clay overburden back into the previously determined Area of Potential Effects (APE), (4) addition of three new staging areas for temporary construction equipment, (5) implementation of updated conservation measures based on recent Section 7 Intra-service coordination regarding construction constraints, (6) removal of the archeological monitoring plan and inclusion of modified archeological surveys as part of Special Condition 3, and (7) modification of Special Condition 5 regarding bathymetric surveys of the borrow area. The requested amendments are based on results of the vibracore data and resulting geomorphology report as well as lessons learned from the previous construction and monitoring of the Pilot Project.

Construction of the remainder of this project (approximately 17 miles) will begin in summer 2019, and is anticipated to be completed within a year from initiation of construction. A USACE Permit Application for the project with the amended activities is included in **Attachment B**, updated Permit Drawings in **Attachment C**, a Consistency with the Texas Coastal Management Program Form is included in **Attachment D**, and a TCEQ Tier II Section 401 Water Quality Form in **Attachment E**. Additional supporting information and reports will be included under a separate cover letter.

## **I. Proposed Project Amendments**

### **a. Authorization to Increase the Current Fill Density**

The applicant proposes to increase the amount of sand that will be placed per linear foot of beach. The current permit allows a maximum fill density of 40 CY/LF. The Pilot Project placed approximately 580,000 CY along 3 miles of beach, a fill density of approximately 38 CY/LF. Based on erosion rates for specific reaches of the beach, fill densities will vary throughout the remaining length of the project between 10 and 50 CY/LF. Per USACE recommendation at the Joint Evaluation Meeting (JEM) held on September 12, 2018, the applicant is requesting the permit be amended to allow for the largest fill density that may be needed, which is calculated to be 50 CY/LF.

### **b. Authorization to Expand the Currently Permitted Borrow Area**

The applicant is proposing to expand the currently permitted borrow area (Borrow Area A) and add two new borrow areas (Borrow Areas B and C) in the immediate vicinity to include additional suitable sand sources. Both new borrow areas and the expansion of the currently permitted borrow area are within the approved APE. The expanded borrow area will increase the existing borrow area from 245 acres to 660 acres and is located within water depths ranging from 20 to 30 feet. The newly proposed Borrow Areas B and





C measure approximately 40 acres and 70 acres, respectively (**Attachment C**, Permit Drawings, Sheets 2 - 3 of 7).

#### **c. Authorization of Overburden Placement in the APE**

The applicant proposes to place overburden back into the APE outside recognized avoidance areas (**Attachment C**, Permit Drawings, Sheet 3 of 7). The current permit includes two open water placement areas for relocating non-sandy overburden material that is not suitable for placement on the beach or dune. The permitted placement areas are not completely within the APE; therefore, the applicant proposes to consider the APE as a general placement area similar to the existing permit. The contractor would attempt to place overburden material into previously dredged areas. The contractor will be required to survey the placement area after construction, and mounding of placed material will not be allowed to exceed 10 feet. Results of the borrow area monitoring surveys after construction of the Pilot Project indicate the material on the seafloor in this area is dynamic and it is anticipated that overburden material that mounds will be smoothed over several weeks to months. The borrow area monitoring survey will be submitted to USACE under a separate cover letter.

#### **d. Authorization of Three Additional Staging Areas**

The applicant proposes to authorize three additional staging areas for temporary storage of construction equipment throughout the duration of project construction (**Attachment C**, Permit Drawings, Sheet 2 and 7 of 7). Staging Area 1 is located at the western limit of the proposed project, and was used during construction of the Pilot Project. In order to reduce costs and environmental impacts associated with mobilization from only one staging area located at the western limit of the project site, additional staging areas are proposed at White's Levee (Staging Area 2), the MNWR headquarters (Staging Area 3), and an existing parking area at MNWR (Staging Area 4). Staging Area 2 is located near the middle of the project area, and Staging Areas 3 and 4 are located at the eastern limit of the project area. All of the staging areas are located in uplands, would be accessed by existing roads, and would not have any temporary or permanent impacts to jurisdictional features.

#### **e. Authorization to Implement Updated Section 7 Conservation Measures**

The applicant proposes to use and occupy the entire project area, including the Pilot Project area, until construction has been completed. In the current permit, the Section 7 Biological Evaluation Form includes the restriction of construction passage through completed nourished portions of the project. This restriction was included in the 'Explanation of Effects of the Action on Species and Critical Habitats' section, but was





not included in the conservation measures for any of the listed species (**Attachment A**, Existing USACE Permit SWG-2015-00444). The purpose of removing this constraint is to allow the contractor flexibility to access the site in the safest manner possible for protected species, and the contractor's staff and equipment. Removing this constraint will also help reduce the overall construction time, which will in turn reduce the duration of any temporary disturbances from construction equipment within the project area.

The current restriction outlined in the Section 7 Biological Evaluation Form will require the contractor to mobilize their equipment multiple times to reconstruct the full 20 miles of beach and beach ridge. Each mobilization of equipment costs significant time and money which would reduce the funding available for the beach reconstruction enough to no longer make the project viable. The detailed project description described in Section II has been coordinated with the USFWS staff in the Texas Ecological Services Field Office, in Clear Lake, Texas. Based on preliminary coordination with Texas Ecological Services Field Office on November 26, 2018, the USFWS had no objection to this amendment and will work with the MNWR staff to develop the intra-service coordination document regarding potential impacts to threatened and endangered species from the proposed project.

**f. Authorization to Remove Archeological Monitoring Plan and Include Limited Archeological Surveys**

The applicant is proposing to remove the existing archeological monitoring plan included in the current permit (**Attachment A**, Existing USACE Permit SWG-2015-00444), and include limited archeological surveys as part of Special Condition 3. Special Condition 3 references the terms and conditions of the Archeological Monitoring Plan for this project, including the presence of an archeological monitor visually monitoring the sediment being placed on the beach and screening of the dredge discharge every 8 acres of dredging. Because dredging activities occur 24 hours per day, an archeological monitor would also have to be monitoring 24 hours per day. The required screening requires frequent interruptions to dredging production, increasing the overall construction duration and associated temporary impacts.

Based on feedback from construction and monitoring during the Pilot Project, archeological monitoring at night was unsafe and unproductive. Geoarcheological core log assessment, core recording, and judgmental core sampling of vibracores within the sand borrow pit were reviewed. The review found no material culture items, no evidence of a favorable environment likely to have attracted ancient humans, no evidence of high potential for preservation of archeological integrity, and no apparent evidence that the proposed impacted sediments were deposited in a timeframe in which humans were





present in the western hemisphere. Preliminary carbon-dating results indicate the beach sediments are of the Deweyville Formation that is found all along the Texas Gulf coast, which has never yielded archeological remains. Therefore, the applicant proposes to perform archeological surveys both pre-and post-placement of material for all areas of beach restoration. Pre-construction methods would include intensive pedestrian survey and visual clearance of the beach nourishment area prior to active construction. Following construction, the newly distributed beach sediments will be sampled by shovel testing and screening with ¼-inch wire mesh at 50 meter intervals following Council of Texas Archeologists (CTA) guidelines.

#### **g. Authorization to Modify Special Condition 5 – Bathymetric Surveys**

The applicant is proposing to modify Special Condition 5 of the current permit (**Attachment A**, Existing USACE Permit SWG-2015-00444). Special Condition 5 outlines requirements for bathymetric surveys of the currently authorized borrow area, and does not include a defined end date; i.e., only that bathymetric surveys must be conducted until the borrow site is determined by the USACE to have returned to pre-construction contours. In contrast, the Archeological Monitoring Plan in the current permit states that bathymetric surveys of the borrow area will be conducted twice a year for three years after the final construction cycle. The permit condition is too restrictive, with many factors controlling when or if the borrow area ever returns to pre-construction contours.

The applicant proposes to revise Special Condition 5 to include annual bathymetric surveys of all utilized borrow areas up to five years after construction completion. This modification is similar to the other survey and monitoring requirements outlined in Special Conditions 6 and 7. Based on elevation differences between a post-construction borrow area survey (2017) and the 1-year monitoring survey (2018), the majority of the areas dredged during the Pilot Project naturally accumulated between 5 to 10 feet of sediment within the first year following dredging (**Attachment F**, Isopach Map). Therefore, it appears the proposed borrow areas are located in a very dynamic environment, and it is anticipated that changes in elevations from dredging will be absolved within a few years (3 to 5) by the natural migration of bottom sediments in this area.

## **II. Detailed Project Description and Implementation**

The proposed action will restore the Chenier beach ridge, delay shoreline retreat, and help prevent breaching of the beach ridge by reducing the frequency and extent of seawater inundation to the interior marshes under normal tidal conditions for decades to come. The resulting project is a combination of the preferred alternatives for beach ridge restoration





measure, material source, and delivery method, as evaluated in the Environmental Assessment (EA) completed in compliance to the National Environmental Policy Act (NEPA). The project can be described as re-building of the dune line and beach face with material similar to its native sand from a source outside of the MNWR. This results in a re-creation of historical dune heights and beach widths necessary for reducing shoreline retreat and protecting sensitive inland marshes.

Historically, the beach ridge helped prevent Gulf seawater from directly entering the marshes within what is now MNWR under all but storm tides. Today, water from the Gulf overtops the eroded ridge several times a year and directly impacts thousands of acres of fresh to intermediate marsh and submerged aquatic vegetation with each overtopping event. The high rate of shoreline erosion along this stretch of coast makes rebuilding a stable ridge difficult and expensive. However, without addressing this source of salt water intrusion the loss of marsh between the current shoreline and Gulf Intracoastal Waterway is imminent. In response to this finding restoring the degraded beach ridge from High Island to Sabine Pass is recommended.

The major elements of the proposed beach restoration are well documented in a significant engineering analysis performed by Jefferson County using federal Coastal Impact Assistance Program funds appropriated in 2001. In addition, USACE actively studied the MNWR coast, in partnership with Jefferson County, between 2001 and 2009, as part of a feasibility study for erosion response. In 2003, USACE constructed a demonstration project on a test section of MNWR beach. The test project imported sand and created beach and dunes ultimately providing valuable performance data used during the formulation and evaluation of the proposed project.

The proposed project will also re-create lost dune and beach habitat, as well as return needed sediments to the nearshore system. The current beach system at MNWR does not offer suitable habitat for nesting turtles or birds. This project will recreate these habitats once construction is complete. Effects to the shoreline environment would be localized and temporary. Any effects to any threatened and endangered species would be minimized by employing specified conservation measures listed in the Conservation Measure Section below and having environmental monitors present for the duration of the project.

#### Borrow Area:

Construction of the Pilot Project consisted of placing approximately 580,000 CY of suitable sand along 3 miles of beach, measuring approximately 38 cubic yards/linear foot. To achieve this measured quantity, approximately 860,000 CY was dredged from the approved borrow area (Borrow Area A). Based on the largest potential construction budget and the lowest planned dredging costs, the remainder of the project could place up to 3,400,000 CY of





suitable sand on an additional 17 miles of beach using a variable fill density between 10 CY/LF and 50 CY/LF, which will require approximately 1.6 to 2 times as much material to be dredged. Based on construction of the Pilot Project, the currently permitted borrow area does not contain enough suitable sand to complete the remainder of the beach/dune restoration project. Based on results of a vibracoring effort performed in 2018, the project team identified new suitable sand sources (Borrow Areas B and C) located near the current borrow area and within the previous APE (**Attachment C**, Permit Drawings, Sheet 2 – 3 of 7). No changes to the APE are proposed. The vibracore analysis will be submitted to the USACE under a separate cover letter.

Per agency request, an alternative sand source analysis was conducted by the project team to identify additional sand sources and determine which proposed borrow area would result in the lowest environmental impacts. The alternative sand source analysis has been submitted to USACE under a separate cover letter. Following the JEM in April 2018, the project team investigated the proposed dredging project in the San Jacinto River as a beneficial use sediment source. The San Jacinto River dredging site is approximately 60 miles from the beaches at MNWR, as the crow flies, and significantly farther by barge or truck. The environmental impact of transporting sand between the two project sites would be significant due to fuel and equipment emissions, and the need to construct temporary roads which could permanently impact habitat within the MNWR. Further, a low bidder was selected for that project in June 2018, at which point the MNWR project did not have the necessary permits or design completed. In addition, Dredge Material Disposal Areas were considered as sand sources, per agency request, but were determined not feasible because of environmental impacts to sensitive wetlands that would occur from creating two-lane temporary roadways necessary to haul material to the site, and the lack of beach quality sand for beach nourishment. During the previous phase of the project, it was determined the currently permitted borrow area location is a lower impact alternative compared to a project that would require the sand to be hauled to the site in trucks or by barge. Other borrow areas located further offshore were also considered, such as Heald Bank. These sources would require hopper dredges or scows to move between the project site and the borrow area with the loads of sand, increasing equipment emissions. Furthermore, the use of hopper dredges increases potential effects on protected sea turtles.

Based on the abovementioned results from the alternative sand source analysis, expanding the currently approved borrow area and adding two new borrow areas to include nearby suitable sand sources is preferred. They are located within the previous APE, and will result in the lowest impact alternative compared to other considered sand sources.

The alternative to utilize the offshore borrow area was selected based on low to medium impacts of all criteria evaluated in an alternative analysis developed per USACE Section





10/404 permitting requirements. Other inland sand sources, including the dredging at the San Jacinto River, would require construction of temporary roads which could permanently impact habitats within the Refuge. Other borrow areas located further offshore were also considered, such as Heald Bank. These sources would require hopper dredges or scows to move between the project site and the borrow area with the loads of sand, increasing equipment emissions. Furthermore, the use of hopper dredges also increases potential effects on protected sea turtles.

#### Dredge and Pipeline:

Dredging will be done by lowering a rotating cutter-head, attached to a suction pipe, to the seafloor. Material entering the pipe passes through the dredge pump(s) and is transported via pipeline to the shoreline. The dredge will swing side to side by applying tension on mooring wires affixed to anchors. Depending upon the distance to the Active Construction Area, booster pumps may be required, which would be installed along the pipeline.

The borrow area is located approximately 1.5 miles offshore from the approximate center of the project area (**Attachment C**, Permit Drawings, Sheet 4 of 7). The dredge pipeline will be routed from the borrow area to the Active Construction Area following one of two potential approaches:

#### **Option 1**

Option 1 would require the dredging contractor to route the pipeline to shore at one location, and then add dredge pipeline on the beach as progress is made to reach the Active Construction Area. Within this approach there are two possible pipeline routes, referred to as Option 1a and 1b. In each of these approaches note that the maximum pipeline length listed would only occur while completing work at the furthest point from the pipeline landing. Pipeline length will slowly grow through construction.

Option 1a. The contractor will route the pipeline along the seafloor from the borrow area to the far east or west end of the project. The contractor would continue adding pipeline on the beach as progress is made, and at the end of the project the pipeline would cover the full 20 miles of the project beach.

Option 1b. The contractor will route the pipeline along the seafloor directly to shore from the borrow area and then turn the pipeline 90 degrees and begin constructing beach either to the west or east. Each direction would be constructed separately. This would result in pipeline spanning approximately





12 miles of beach when construction reaches the furthest eastern portion of the project and spanning approximately 8 miles of beach when construction reaches the furthest western portion of the project.

## Option 2

Option 2 would require the contractor to have multiple landing locations for the pipeline. The pipeline would be routed along the seafloor to a location near the Active Construction Area. Once the pipeline is routed onshore it would be extended along shore similar to Option 1, but only for approximately 2,000 feet in each direction. Once construction progress extends further from the location where the pipeline comes ashore the contractor will remove the pipeline portions on the beach and reroute the offshore section of the pipeline to a location closer to the new Active Construction Area.

In both Option 1 and 2, the pipeline will be submerged and extend along the seafloor between the dredge and the pipeline landing point onshore (**Attachment C**, Permit Drawings, Sheet 4 of 7). The dredging contractor will be required to follow U.S. Coast Guard guidance and requirements for marking the submerged pipeline.

Pipeline sections will be transported to the project area by truck or by water. If the contractor brings the pipeline sections to the project by water, the delivering vessel will offload the pipeline sections outside of the surf zone, and the pipeline sections will then be transported to the beach by smaller vessels and cables. Once on the beach, the pipeline sections will be transported along the length of the beach nourishment area using dozers or other similar construction equipment. Pipeline sections are typically 200 to 300 feet in length.

Option 2 is the preferred method for construction because it utilizes less pipeline on the beach. However, it is important to note that there are significant challenges for construction along the proposed project site, including challenges for access due to lack of drivable beach or alternative access routes, existing oil and gas infrastructure, and potential access restrictions placed by lease holders. Further, there are limited construction contractors capable of completing the proposed project, and each will have their own equipment and restrictions associated with that equipment. Therefore, the contractor would select the specific option for routing the pipeline based on their equipment and staff. Restricting the pipeline route to only one option is not feasible prior to selecting a construction contractor, and doing so could result in the project not being constructible in a cost-feasible manner.





### Beach and Dune Work Area:

As dredged material is discharged onto the beach, heavy equipment operators will create temporary earthen training berms, which will partially contain and direct the slurry exiting the dredge pipe. As this slurry runs along the beach, sediment will settle out within the project area and water will return to the Gulf. As sediment builds up in front of the pipe, heavy equipment will grade the sediment to meet the project template. This is a continuous process but shutdowns will occasionally be required due to dredge maintenance, repositioning, fueling, adding/removing shoreline pipe, weather, biological or monitoring requirements that are ongoing during construction, or an emergency. Other than delays due to damaged equipment, dredging shutdown periods are not expected to last more than 2 hours. Constant communication is required between shore crew, dredge crew, and potential booster pump operators.

Operation of heavy equipment will primarily be limited to the Active Construction Area, but due to the remote nature of the site, some equipment and personnel will be required to travel the length of the project area for crew changes and to bring equipment/supplies and fuel to the Active Construction Area. All access to the project area will be along the beach. Conversations with USFWS Refuge Staff determined any of the roads along levees to be unsuitable and unsafe for construction equipment. Equipment traveling outside of the Active Construction Area will generally be limited to crew transportation vehicles and supply vehicles. This will include traversing the Pilot Project when required to get to the Active Construction Area. Depending on what pipeline route option is feasible, the pipeline may also have to traverse the Pilot Project. The direction in which work progresses and crews are transported down the beach would be dictated by the dredging contractor's selected method of construction and ability to find housing for employees either east or west of the project.

Equipment operating in the Active Construction Area will vary depending on the contractor, but anticipated equipment includes bulldozers and front-end loaders. During the Pilot Project there were typically 3 bulldozers and 1 front-end loader operating at a time. A similar number and types of equipment were used at the 2017 Galveston Seawall beach nourishment between 12<sup>th</sup> and 61<sup>st</sup> Streets. The client is requesting authorization to allow the contractor to store equipment in four potential staging areas that are landward of the beach and dune (**Attachment C**, Permit Drawings, Sheet 2 and 7 of 7). Staging Area 1 is located at the western end of the project limits near High Island, and was used during the Pilot Project. Additional staging areas are proposed at White's Levee (Staging Area 2), the MNWR headquarters (Staging Area 3), and an existing parking area at MNWR (Staging Area 4).





On the beach, the construction crew and equipment will be in constant movement working within the Active Construction Area and no heavy construction equipment will be staged long-term on the beach. Sections of unused dredge pipeline will be moved with the active working area to be available when needed. These sections of dredge pipeline will be stored within the Active Construction Area which will be approximately 1,000 feet on either side of the dredge discharge location. Constant movement of construction equipment in these areas will deter wildlife from entering the Active Construction Area.

Due to the size of the project, it is anticipated that construction may last approximately 6 months. For reference, active construction of the Pilot Project lasted approximately one month and placed approximately 580,000 CY of sand on the beach. It is anticipated that up to approximately 3,400,000 CY of sand would be placed during the next phase of construction, which is almost six times the amount of the Pilot Project. Based on production rates from previous similar projects including the Pilot Project, the construction contractor may progress approximately 500 feet per day<sup>1</sup>. Actual daily progress will vary due to changes in material quality, equipment maintenance, weather, and variation of the design template for different areas of the project (i.e. central portions of the project will receive more sand than areas closer to the project boundaries). On the east and west ends of the project where fill densities are less, the contractor could advance up to 1,500 feet per day or more.

During construction, the active construction zone will be off limits to the public. To ensure public safety, these closures will temporarily prevent through traffic on the beach from either the east or west Refuge entrance. Off-road access into the sensitive wetland areas of MNWR for the purpose of avoiding temporary construction closures will not be permitted. Signs will be posted to notify the public of temporary closures. Throughout the length of the project, construction, engineering representatives, and refuge management staff will meet regularly to discuss work completed, work to be completed, issues identified, clarifications/directions, best management practices, etc. Posted speed limits within the MNWR, including along the beach, will be strictly followed by the construction contractor.

#### Dune Planting:

Planting of the restored dune ridge is included in the proposed project (**Attachment C**, Permit Drawings, Sheet 5 of 7). For the Pilot Project, the dune crest and side slopes were planted with native dune vegetation including bitter panicgrass (*Panicum amarum*) and sea oats (*Uniola paniculata*), using the row planting method. In addition to these species, planting of the remaining 17 miles will also include beach morning-glory (*Ipomoea imperati*) and shoreline seapurslane (*Sesuvium portulacastrum*), as recommended by the U.S.

<sup>1</sup> Based on a production rate of 20,000 CY per day and a fill density of 40 CY per linear foot.





Natural Resources Conservation Service's (NRCS's) *Coastal Shoreline and Dune Restoration: Plant Materials Technical Note* (2011).

In order to stabilize the constructed dune, planting will be performed periodically throughout construction and will follow beach and dune nourishment progress to endeavor to complete planting prior to any birds moving onto the dune area. Before planting, environmental monitors will drive alongside the completed dunes daily to deter bird nesting. If birds are observed nesting within the planted dune ridge, environmental monitors will mark these areas to deter disturbance and planting in these areas will be postponed until the birds have left. Planting crews will access the planting areas using utility vehicles and work trucks with a trailer for pulling plants and equipment. The planting crew will utilize mechanical or power trowels and other tools to dig holes for the sprig locations. Environmental monitors and construction crew will not access sections of dune once they have been planted.

Archeological Survey:

As stated above, results from additional geoarcheological assessments within the sand borrow pit found no material culture items, no evidence of a favorable environment likely to have attracted ancient humans, no evidence of high potential for preservation of archeological integrity, and no apparent evidence that the proposed impacted sediments were deposited in a timeframe in which humans were present in the western hemisphere. In addition, preliminary carbon-dating results indicate the beach sediments are of the Deweyville Formation that is found all along the Texas Gulf coast, which has never yielded archeological remains. Therefore, the applicant proposes to perform archeological surveys both pre-and post-placement of material for all areas of beach restoration. Due to the negative findings of the paleosols analysis, no additional archeological monitoring is proposed for the borrow areas.

Pre-construction methods will include pedestrian survey and visual clearance of the beach nourishment area prior to active construction. Pedestrian survey of the beach will be accomplished by a crew of at least two archeologists working systematically at regular 15 meter intervals in the foreshore and dune areas. A coarse-toothed rake will be used to sort through gravelly accumulations on the beach surface. All finds will be flagged and evaluated in the field. All finds encountered during the survey will be logged on a standard artifact isolate form and photographed in the field. Monitors will record the location of all artifacts encountered on the beach with a Trimble Geo7X Global Positioning System (GPS) with sub-meter resolution.

Following construction, the newly distributed beach sediments will be sampled by shovel testing and screening with ¼-inch wire mesh at 50 meter intervals. Shovel testing dimensions will follow CTA guidelines (i.e., 30 cm in diameter, dug in 20 cm intervals). All





tests will be excavated to approximately 50-100 cm depth as local circumstances permit (i.e., to the water table). Data from the shovel testing will be recorded on standard forms and the locations of all shovel tests will be documented using a Trimble Geo7X GPS. All shovel testing will be performed during daylight hours with a crew of one to three individuals.

Similar to the previous permit, reporting will follow the CTA format for short reports and will be submitted to the USACE within two months of completion of each construction cycle.

### **Property Owner Information**

The Texas General Land Office (TGLO) owns the submerged land off the coast in the project area in both counties. The Texas Department of Transportation (TXDOT) currently retains the Highway (HW) 87 right-of-way (ROW) even though a large portion of the ROW is under water. The project area is divided between the Houston and Beaumont TXDOT District's jurisdiction. The applicant, GLO and TXDOT are coordinating potential access and land transfer agreements in regards to the proposed project. USFWS has an easement on property owned by Bill White in Jefferson County. BP America owns a small portion of property in Jefferson County. USFWS (MNWR) owns the remainder of the project area in Chambers and Jefferson Counties. To clarify that the counties are working together for this project we are providing ownership information for the parcels in Chambers County. The parcels within Chambers County are 7929, 7928, 7927, 11695, and 11696. The property owner information for these parcels is included in **Attachment G**.

### **Natural Resources and Endangered Species**

The proposed action will re-create 17 miles of lost dune and beach habitat, as well as return needed sediments to the nearshore system. The proposed project would result in the dredging of three borrow areas (770 acres), the placement of unsuitable overburden material within the approved APE (1,650 acres), and restoration of 1,150 acres of beach and dunes within MNWR. Based on preliminary coordination with USFWS Texas Ecological Services Field Office, the current beach conditions at MNWR are not suitable for sea turtle nesting or the presence of red knots due to the lack of a sandy beach. Furthermore, ongoing erosion has severely decimated the beach and dune systems reducing potential habitat for birds. Reconstruction of the remaining 17 miles of beach and dune system will significantly increase habitat for nesting sea turtles, piping plover, red knots, and other bird species. Effects to the shoreline environment during construction would be localized and temporary. We expect any adverse effects to any threatened and endangered species would be minimized by employing specified conservation measures listed below.





### Conservation Measures:

Following similar procedures as the Pilot Project, all project personnel will be trained on threatened and endangered species that may occur within the project area prior to project commencement. This includes development and dissemination of informative threatened and endangered species booklets to all project personnel, and this information will be provided to new personnel that were not able to attend an earlier training. DESCO Environmental Consultants, LP. (DESCO) conducted environmental monitoring during the construction of the Pilot Project. Based on their reports, no sea turtle nests or red knots were observed within the project area over the course of operations, and piping plovers were not observed within or near the Active Construction Area. Least tern (*Sterna antillarum*) nests were observed along the newly constructed dune, which required warning flagging to remind monitors and construction personnel to avoid nesting areas.

Heavy equipment will primarily operate in the Active Construction Area, but equipment and personnel will travel the length of the project area for crew changes and to bring equipment/supplies to the Active Construction Area. The anticipated timeframe to complete the project may overlap with sea turtle and bird nesting and wintering seasons. In regards to sea turtle nesting season (April – September) and per the previous Section 7 Consultation for the Pilot Project, environmental monitors will (1) survey the Active Construction Area, including a 100-foot buffer zone outside the Active Construction Area for the presence of sea turtles, and equipment access routes for turtles and turtle nests once a day and other such times as deemed necessary by the monitors; (2) escort large vehicles when necessary to ensure that sea turtles and nests are protected; and (3) determine when the beach is clear for work.

In regards to red knots and piping plovers wintering season (September – April), and piping plover critical habitat, monitors will search the Active Construction Area for wintering piping plovers and red knots between September and April. Environmental monitors will coordinate closely with MNWR biologists on the presence of piping plovers and red knots on the wintering grounds within MNWR. Surveying will take place in the morning prior to start of work shifts and will include looking under equipment and vehicles. For both sea turtles and birds, monitors will ensure that tire ruts and other disturbed areas on the beach are smoothed out and sand loosened upon the completion of each work day. If a sea turtle is seen within 100 feet of the active daily construction/dredging operation, all appropriate precautions will be implemented to ensure its protection. If a red knot or piping plover are seen within the Active Construction Area, work will be stopped within an area specified by the monitor until the bird(s) leave the construction site. The project site is not located within piping plover critical habitat.





Environmental monitors will be responsible for communication and reporting of endangered species issues during construction. Effects to the local environment would be localized and temporary. The above measures including environmental monitors will be included for the life of the project and close communication with Refuge staff will be maintained. Effects to any threatened and endangered species would be minimized based on the presence of environmental monitors and additional conservation measures employed, as outlined in the previously authorized USACE Permit SWG-2015-00444.

### **Water Quality**

The TGLO contracted DESCO to conduct water quality sampling during the Pilot Project as required by Special Condition 6 of the current permit. This condition requires water quality sampling for the dredge borrow site and a nearby reference site within two weeks before the start of each dredge phase and subsequently on a biannual basis until the borrow site is determined by the USACE to have returned to pre-construction contours. One of the biannual samples should be taken in February or March and the other in August or September. The pre-dredging (March 2017), first dredging (August 2017), and the first of the biannual (March 2018) sampling events have been submitted to USACE under a separate cover letter.

As shown in the results section of the Post-Construction Water Quality Sampling Report, water quality parameters measured at the borrow and reference sites during the pre- and post-dredge sampling events are within acceptable ranges for Aquatic Life and General Use Criteria assessed for the Jefferson/Chambers County Line Area segment of the Gulf of Mexico basin. In addition, no significant differences are seen between the borrow area and reference site.

### **Beach Profile Equilibrium Survey**

Per requirements in the USACE permit SWG-2015-00444, beach monitoring surveys have been conducted for the Pilot Project prior to beach nourishment, immediately following nourishment, after the beach had stabilized or equilibrated. The most recent beach monitoring survey for the Pilot Project was conducted by Naismith Marine Service, Inc. in March 2018. Based on the average value calculated from 18 beach surveys, the Pilot Project's shoreline shifted approximately 15 feet landward as the profile equilibrated, the beach ridge has maintained the design elevation of +8 feet NAVD, the beach berm has maintained its constructed profile, and nearshore sand bars formed from sand within the upper portion of the profile shifting seaward, as expected. The Beach Equilibration Survey Report for the Pilot Project has been submitted to the USACE under a separate cover letter.





## Alternative Analysis

An alternative analysis for the Pilot Project was included in the previous USACE permit application for SWG-20015-00444 (see **Attachment A**). For the beach profile, alternatives included a no action alternative, structural options, such as groins, revetments, and breakwaters, and a dune ridge restoration and nourishment alternative (the Pilot Project). A combination of the structural and nourishment options was also considered. The analysis determined the dune ridge restoration and nourishment was the least environmentally damaging alternative that met the purpose and need of the project and was compatible with potential restoration for MNWR.

Additional alternatives analyses for the sand placement/configuration were conducted after completion of the Pilot Project. Based on results from the Pilot Project and models for the alternative configurations, the previously authorized dune and beach nourishment configuration, with the requested increase of fill density to 50 CY/LF, will meet the purpose and need of the project with the least environmental impacts. Construction of the remaining 17 miles of dune and beach, along with planting and ongoing project maintenance, will restore historical protection of sensitive wetlands within MNWR, reduce erosion rates, and replace sand to restore beach resiliency.

Sand material from the San Jacinto River was considered as an alternative sand source for the project. As mentioned above, the San Jacinto River dredge site is significantly far from the beaches at MNWR and transporting material barge or truck would result in significant environmental impacts. In addition the San Jacinto River dredging is already contracted. Expanding the current borrow area and adding two new additional borrow areas within the APE will have the least environmental impacts and best delivery time.

## Requested Action

The abovementioned project outlines authorized project activities permitted by USACE Permit SWG-2015-00444 as well as new project amendments to complete the remaining 17 miles of beach and dune restoration. These permit amendments are based on lessons learned from the construction and monitoring of the Pilot Project, and include: (1) increasing the fill density (from 40 to 50 CY/LF), (2) expanding the currently permitted borrow area and adding two new borrow areas located within the current APE, (3) placing unsuitable clay overburden back into the APE, (4) adding three new staging areas, (5) updating conservation measures based on recent Section 7 Intra-service coordination regarding construction constraints, (6) removing the archeological monitoring plan and including limited archeological surveys as part of Special Condition 3, and (7) modifying Special





Condition 5 regarding bathymetric surveys of the borrow area. With implementation of the conservation measures described above, the proposed amendments may affect, but are not likely to adversely affect any threatened and endangered species.

On behalf of Jefferson County, we request that permit SWG-2015-00444 be amended to include two new borrow areas, an expanded borrow area, three additional staging areas, allow the placement of unsuitable clay overburden back into the previously determined APE, continuous passage of construction equipment through complete and incomplete portions of the project area, and modification of the archeological surveys and Special Condition 5, as described in detail above.

Please let me know if any additional information or drawings would be required to support your decision to approve this amendment. We appreciate your time and attention to this regionally important project. If you have any questions, please feel free to contact me by email at Christine.Magers@hdrinc.com or phone at 361-696-3341.

HDR ENGINEERING, INC.

Christine Magers

Environmental Program Lead | Texas Gulf Coast

- Attachments:
- A) Current Permit SWG-2015-004488
  - B) USACE Permit Application
  - C) Updated Permit Drawings, Sheets 1 - 7
  - D) Consistency with the Texas Coastal Management Program Form
  - E) TCEQ Tier II Section 401 Certification Form
  - F) Isopach Map
  - G) Property Owner Information



ATTACHMENT A

Current USACE Permit SWG-2015-004488



## DEPARTMENT OF THE ARMY PERMIT

Permittee Jefferson County Engineering DepartmentPermit No. SWG-2015-00444Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** To reestablish 104,150 linear feet of beach/dune complex with 4.1 million cubic yards of sand, by hydraulically dredging the material from a 241-acre borrow site located approximately 1.5 miles offshore of the project area. The dune height would be constructed to an elevation of +8-foot North American Vertical Datum of 1988 (NAVD88). The final fill volume will average approximately 40 cubic yards per running foot of shoreline. The permittee is authorized to use heavy equipment and machinery to manage the dredge pipeline and to distribute and contour the dredge material. The permittee is authorized to use heavy equipment to create containment dikes to channelize the flow exiting the dredge pipe so that the sediment settles out within the project area and effluent returns to the ocean. The permittee is authorized to hydraulically dredge a silt/clay overburden layer that covers a portion of the sand at the borrow site and to place this overburden into two placement areas shown in the project plans as Area A and Area B. The project will be conducted in accordance with the attached plans, in 13 sheets.

**Project Location:** The project site includes approximately 20 miles of beach along the McFaddin National Wildlife Refuge (MNWR), a 1,021-acre strip of marsh located seaward of an existing berm, and an approximately 241-acre borrow site located approximately 1.5 miles offshore from the MNWR, in Chambers and Jefferson Counties, Texas.

**Permit Conditions:****General Conditions:**

1. The time limit for completing the work authorized ends on 31 December 2021. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.



Special Conditions:

- 1 The Permittee must implement and adhere to the conservation measures listed in the attached "Intra-Service Section 7 Biological Evaluation Form."
- 2 The permittee shall establish the Avoidance Buffers identified in figures 94, 95, 96, 97, and 98 in the attached technical report titled McFaddin Beach Restoration Offshore Material Borrow Area, Cultural Resource Remote-Sensing Survey, Jefferson County, Texas, prepared by Tidewater Atlantic Research, Inc. and dated August 2015 (attached). No project work shall be allowed within these Avoidance Buffers.
- 3 The permittee shall adhere to the terms and conditions of the McFaddin Beach Restoration Project – Archeological Monitoring Plan dated October 6, 2016 (attached). In the event a previously unidentified cultural resource is identified, additional consultation between the Corps, the Texas SHPO and interested Tribes may result in the site being determined eligible for inclusion in the National Register of Historic Properties. Should this occur, additional consultation to identify methods to avoid, minimize, or mitigate adverse effect to the site must be completed prior to continuing with the project. In the event the bathymetry surveys show the borrow area slope will exceed the 5:1 slope predicted by the permittee, the Corps, in consultation with the SHPO, may determine additional investigations and mitigation measures are necessary to ensure the project does not adversely affect historic properties.
- 4 All reports and/or notifications associated with this permit must be in writing (hard copy) and provided to the Galveston District, Regulatory Division, Compliance Branch Chief (Corps). This includes a notification being provided at least 2 weeks (but not longer than 4 weeks) before the start of dredging for each phase of the project. All elevations and depths should use NADV 88 as a reference and Mean Seal Level.
- 5 The permittee must conduct a bathymetric survey of the borrow site after each phase of dredging is complete and subsequently on an annual basis. The permittee is required to survey the borrow site within one month of the completion of dredging for each dredging phase. The permittee is required to conduct a minimum of one bathymetric survey every 12 months until the borrow site is determined by the Corps to have returned to pre-construction contours. The survey area must be large enough to capture the full footprint of all areas dredged by the current and previous phases and must be large enough to capture any sloughing that may occur around the perimeter of the borrow site. The Corps may require additional surveys if the Corps determines them to be necessary. Within 2 months of taking the data, the permittee must submit the results of each bathymetric survey to the Corps in a report that compares the newly acquired data to all previous surveys. The permittee must use the pre-project survey that was submitted with the Permit application in the report, as the baseline. After a minimum of 24 months (with at least 2 bathymetric surveys conducted) from the final dredge phase at the borrow site, the applicant may request for the Corps to consider extending the requirement for bathymetric surveys to one for every 24 months until the borrow site is determined by the Corps to have returned to pre-construction contours. The Corps will respond in writing to the permittees request to increase the requirement from 12 a month interval to a 24 month interval.
- 6 The permittee must sample the borrow site and a nearby reference site (similarly situated to the borrow site, within 2 miles of the borrow site, must be far enough away from the borrow site to not be directly affected by the dredge plume), recording, at a minimum, 1) the location of the sample site (GPS coordinates in accordance with the Corps' SOP), 2) the overall water depth at the sample site, 3) the depth at which the sample was taken, 4) the temperature of the water, 5) the dissolved oxygen content, and 6) the salinity of the water at sample site and depth. The sampling at each location must include measurements of the variables measured at 2-meter intervals from the surface to the bottom, to include a sample within 1-meter of the surface and one sample within 1-meter of the bottom. This sampling must occur within 2 weeks prior to the start of each dredge phase and subsequently on a biannual basis until the borrow site is determined by the Corps to have returned to pre-construction contours. One of the biannual samples must be taken each year in August or September and the other in February or March. For the post-dredging, biannual surveys, the permittee must sample the deepest portion of the borrow area. The results of this sampling must be submitted to the Corps in annual report which must be received by the 1<sup>st</sup> of November each year, and must include the August/September data for that year. The Corps may require additional sampling if the Corps determines it to be necessary. If problems with the sampling variables are identified and the Corps attributes them to the permittees work, the permittee will be required to submit a plan to the Corps, for approval, to address and/or resolve the problems. After a minimum of two years of biannual sampling data has been collected, beyond the final phase of dredging at the borrow site, the permittee may request for the Corps to consider removing this sampling requirement from the permit. The Corps will respond in writing to the permittees request to remove this sampling requirement.



7 The permittee must conduct surveys of the beach area, each phase of dredging must contain a pre-dredge survey (no more than a month before the start of the dredge phase), an immediate post-dredge survey, a survey after the beach profile has stabilized and lost its fines, and a subsequent annual survey. The profiles shall include uninterrupted data points from the dune vegetation line, seaward to -3 m MSL. The annual survey should be done at the same time of year as the annual bathymetric survey described in Special Condition 2. The results of the beach surveys must be sent to the Corps with the bathymetric survey reports required in Special Condition 2. At a minimum, all of the surveys must capture the extent of the shoreline at McFaddin Beach, shown in the project plans. The Corps may require additional surveys if the Corps determines it to be necessary. If the Corps or permittee identifies erosional hotspots that are attributed to the project, the permittee will be required to submit a plan to the Corps, for approval, to address and/or resolve these problems. After a minimum of 24 months (with at least 2 beach surveys conducted) from the final dredge phase at the borrow site, the applicant may request for the Corps to consider removing the requirement for beach surveys. The Corps will respond in writing to the permittees request to remove the beach survey requirement.

8 The permittee understands and agrees that if future operations by the United States require the removal, relocation or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate or alter the structural work or obstructions caused thereby without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.




5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

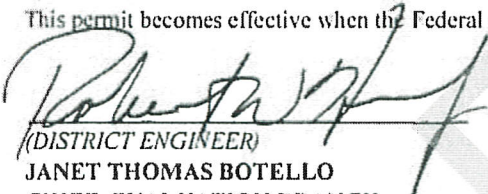
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

 / AGENT  
(PERMITTEE)

JEFFERSON COUNTY ENGINEERING DEPARTMENT

3 NOV 2016  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
(DISTRICT ENGINEER)  
JANET THOMAS BOTELLO  
CHIEF, EVALUATION BRANCH  
FOR COLONEL LARS N. ZETTERSTROM

11/3/14  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

JEFF R. BRANNICK, COUNTY JUDGE  
(TRANSFEREE - Typed/Printed Name)







  
(TRANSFEREE - Signature)

12/17/18  
(DATE)

\_\_\_\_\_  
(Mailing Address)



PERMITTED PLANS

-  McFaddin NWR
-  Nourishment Corridor
-  Sand Source Delineation Area
-  Proposed Borrow Area
-  Overburden Placement Area A
-  Overburden Placement Area B



| Nourishment Site     | Length (ft)      | Avg. Width (ft) | Avg. Height (ft)    | Impacts to Waters of the U.S. (ac) |
|----------------------|------------------|-----------------|---------------------|------------------------------------|
|                      | 104,150          | 420             | 3                   | 1,052.64                           |
| Borrow Site          | Length (ft)      | Avg. Width (ft) | Max Depth (ft, MHW) | Impacts to Waters of the U.S. (ac) |
|                      | 5,372            | 1,954           | -49                 | 241.07                             |
| Overburden Placement | Avg. Length (ft) | Avg. Width (ft) | Avg. Height (ft)    | Impacts to Waters of the U.S. (ac) |
| Area A               | 5,000            | 3,450           | < 2                 | 354.30                             |
| Area B               | 2,675            | 2,060           | < 2                 | 248.16                             |
| Pipeline Corridors   | Avg. Length (ft) | Width (ft)      | Max Depth (ft, MHW) | Impacts to Waters of the U.S. (ac) |
|                      | 30,950           | 5               | -28                 | 21.31                              |

EXHIBIT B  
PROJECT OVERVIEW MAP

JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATION

APPROVED:

SWG-2015-00444

DATE:

06/20/2016

LJA PROJ #:

B395-1005

REV:

B

LJA Engineering, Inc.









Coastal Group  
805 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386





PERMITTED PLANS

-  McFaddin NWR
-  Sand Source Delineation Area
-  Proposed Borrow Area
-  Placement Area A
-  Placement Area B
-  Avoidance Buffer Zones
-  Wellheads with Buffer Zones
-  Existing Pipelines



2012 NAIP 1M NC/CIR

**EXHIBIT C**  
**OVERBURDEN PLACEMENT**  
**AND HAZARDS MAP**

JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATION

APPROVED:  
SWG-2015-00444

DATE: 06/24/2016 LJA PROJ #: B395-1005 REV: B

**LJA Engineering, Inc.**  
Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701

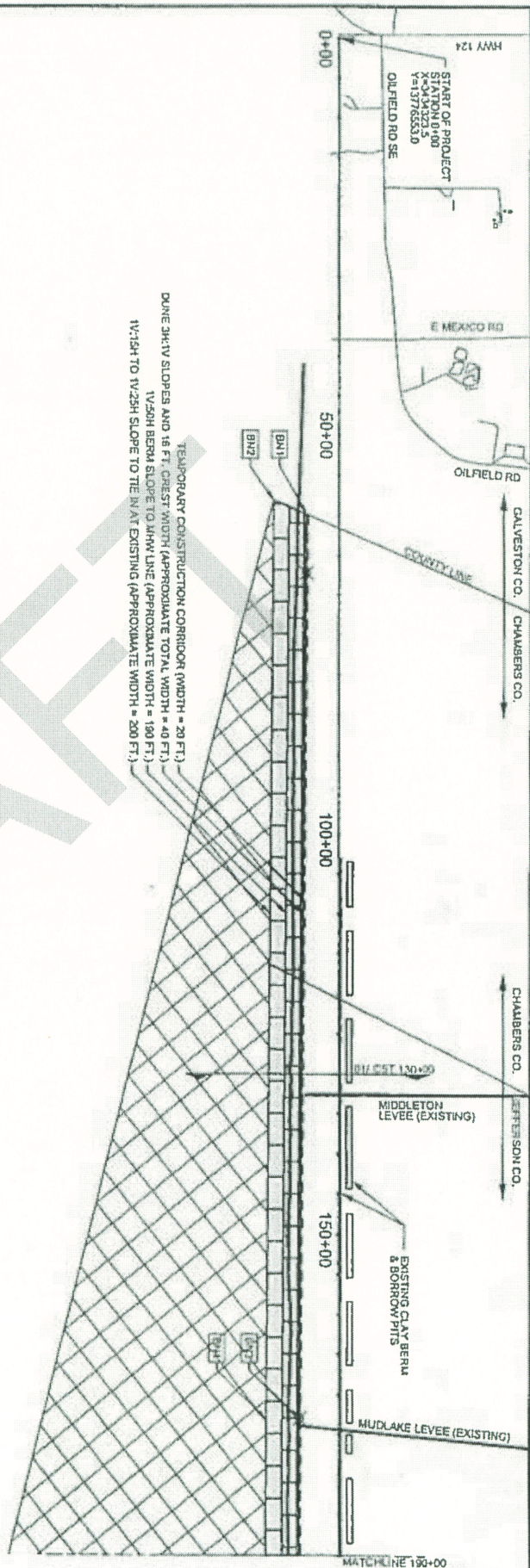
Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386



0 0.250.5 1  
Miles



## PERMITTED PLANS



## COORDINATE REFERENCE POINTS

| #  | NORTHING   | EASTING    | #  | NORTHING   | EASTING    |
|----|------------|------------|----|------------|------------|
| 1  | 1377815.41 | 3439865.56 | 1  | 1377815.41 | 3439865.56 |
| 2  | 1377815.41 | 3439865.56 | 2  | 1377815.41 | 3439865.56 |
| 3  | 1377815.41 | 3439865.56 | 3  | 1377815.41 | 3439865.56 |
| 4  | 1377815.41 | 3439865.56 | 4  | 1377815.41 | 3439865.56 |
| 5  | 1377815.41 | 3439865.56 | 5  | 1377815.41 | 3439865.56 |
| 6  | 1377815.41 | 3439865.56 | 6  | 1377815.41 | 3439865.56 |
| 7  | 1377815.41 | 3439865.56 | 7  | 1377815.41 | 3439865.56 |
| 8  | 1377815.41 | 3439865.56 | 8  | 1377815.41 | 3439865.56 |
| 9  | 1377815.41 | 3439865.56 | 9  | 1377815.41 | 3439865.56 |
| 10 | 1377815.41 | 3439865.56 | 10 | 1377815.41 | 3439865.56 |
| 11 | 1377815.41 | 3439865.56 | 11 | 1377815.41 | 3439865.56 |
| 12 | 1377815.41 | 3439865.56 | 12 | 1377815.41 | 3439865.56 |
| 13 | 1377815.41 | 3439865.56 | 13 | 1377815.41 | 3439865.56 |
| 14 | 1377815.41 | 3439865.56 | 14 | 1377815.41 | 3439865.56 |
| 15 | 1377815.41 | 3439865.56 | 15 | 1377815.41 | 3439865.56 |
| 16 | 1377815.41 | 3439865.56 | 16 | 1377815.41 | 3439865.56 |
| 17 | 1377815.41 | 3439865.56 | 17 | 1377815.41 | 3439865.56 |
| 18 | 1377815.41 | 3439865.56 | 18 | 1377815.41 | 3439865.56 |
| 19 | 1377815.41 | 3439865.56 | 19 | 1377815.41 | 3439865.56 |
| 20 | 1377815.41 | 3439865.56 | 20 | 1377815.41 | 3439865.56 |
| 21 | 1377815.41 | 3439865.56 | 21 | 1377815.41 | 3439865.56 |
| 22 | 1377815.41 | 3439865.56 | 22 | 1377815.41 | 3439865.56 |
| 23 | 1377815.41 | 3439865.56 | 23 | 1377815.41 | 3439865.56 |
| 24 | 1377815.41 | 3439865.56 | 24 | 1377815.41 | 3439865.56 |
| 25 | 1377815.41 | 3439865.56 | 25 | 1377815.41 | 3439865.56 |
| 26 | 1377815.41 | 3439865.56 | 26 | 1377815.41 | 3439865.56 |
| 27 | 1377815.41 | 3439865.56 | 27 | 1377815.41 | 3439865.56 |
| 28 | 1377815.41 | 3439865.56 | 28 | 1377815.41 | 3439865.56 |
| 29 | 1377815.41 | 3439865.56 | 29 | 1377815.41 | 3439865.56 |
| 30 | 1377815.41 | 3439865.56 | 30 | 1377815.41 | 3439865.56 |
| 31 | 1377815.41 | 3439865.56 | 31 | 1377815.41 | 3439865.56 |
| 32 | 1377815.41 | 3439865.56 | 32 | 1377815.41 | 3439865.56 |

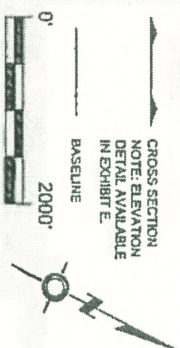
## CUT AND FILL VOLUMES

| MAXIMUM FILL VOLUME (CY)                 | MAXIMUM CUT VOLUME (CY) |
|--|-------------------------|
| 4100000 CY                               | 1800000 CY              |
| BEACH RESTORATION AREA / SIDE CAST AREA: | 0 CY                    |
| BORROW AREA:                             | 0 CY                    |
| MAXIMUM CUT VOLUME (CY)                  | 1800000 CY              |
| BEACH RESTORATION / SIDE CAST:           | 0 CY                    |
| GRADE RESTORATION / SIDE CAST:           | 3500000 CY              |
| BORROW AREA:                             | 0 CY                    |

## IMPACTS TO WATERS OF THE U.S.

|                     |            |
|---------------------|------------|
| BEACH RESTORATION   | 1052.64 AC |
| SIDE CAST AREAS     | 602.46 AC  |
| BORROW AREA         | 241.07 AC  |
| PIPELINE CORRIDORS: | 21.31 AC   |

- NOTE:
- HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4704 (FEET)
  - THE BEACH NOURISHMENT TEMPLATE IS ASSIGNED WITH THE EXISTING DUKE CANYON, APPROXIMATE PROSODAL PATIES ARE BETWEEN 10 AND 60 FT. PER YEAR BASED ON GEOGRAPHIC LOCATION.
  - COORDINATES ARE BASED ON CURRENT EXISTING CONDITIONS. THE DISTANCE FROM APPROXIMATE PROSODAL PATIES ARE BETWEEN 10 AND 60 FT. PER YEAR BASED ON GEOGRAPHIC LOCATION.



## EXHIBIT D PLAN VIEW

SHEET 1 OF 7

APPROVED:

SWG-2015-00444

MCFADDIN NATIONAL WILDLIFE REFUGE

BEACH RIDGE RESTORATION

DATE:

06/30/16

LJA PROJ. #:

395-1005

REV:

B

LJA Engineering, Inc.

Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862

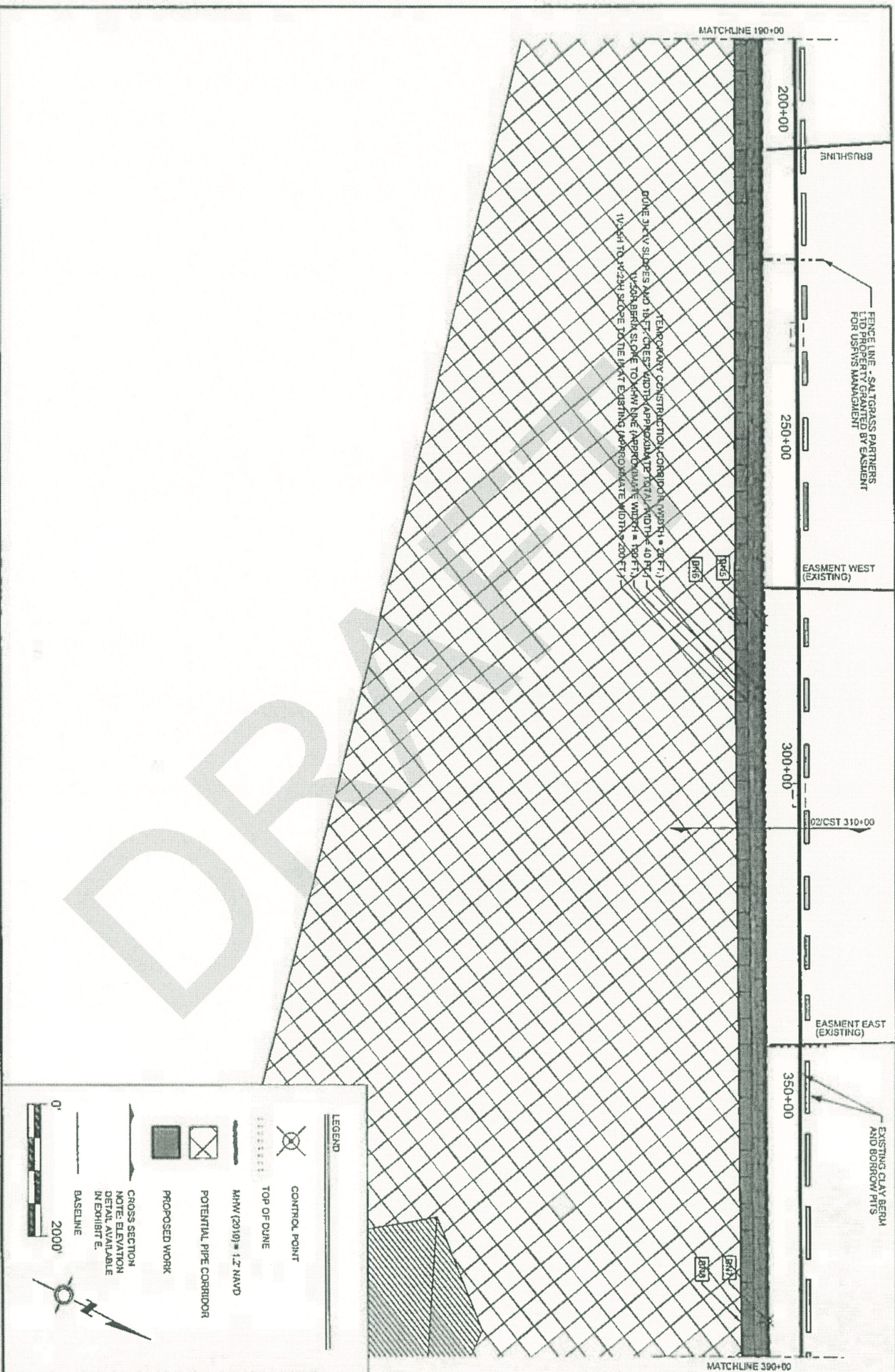
Fax 409.813.1916

FRN - F-1386

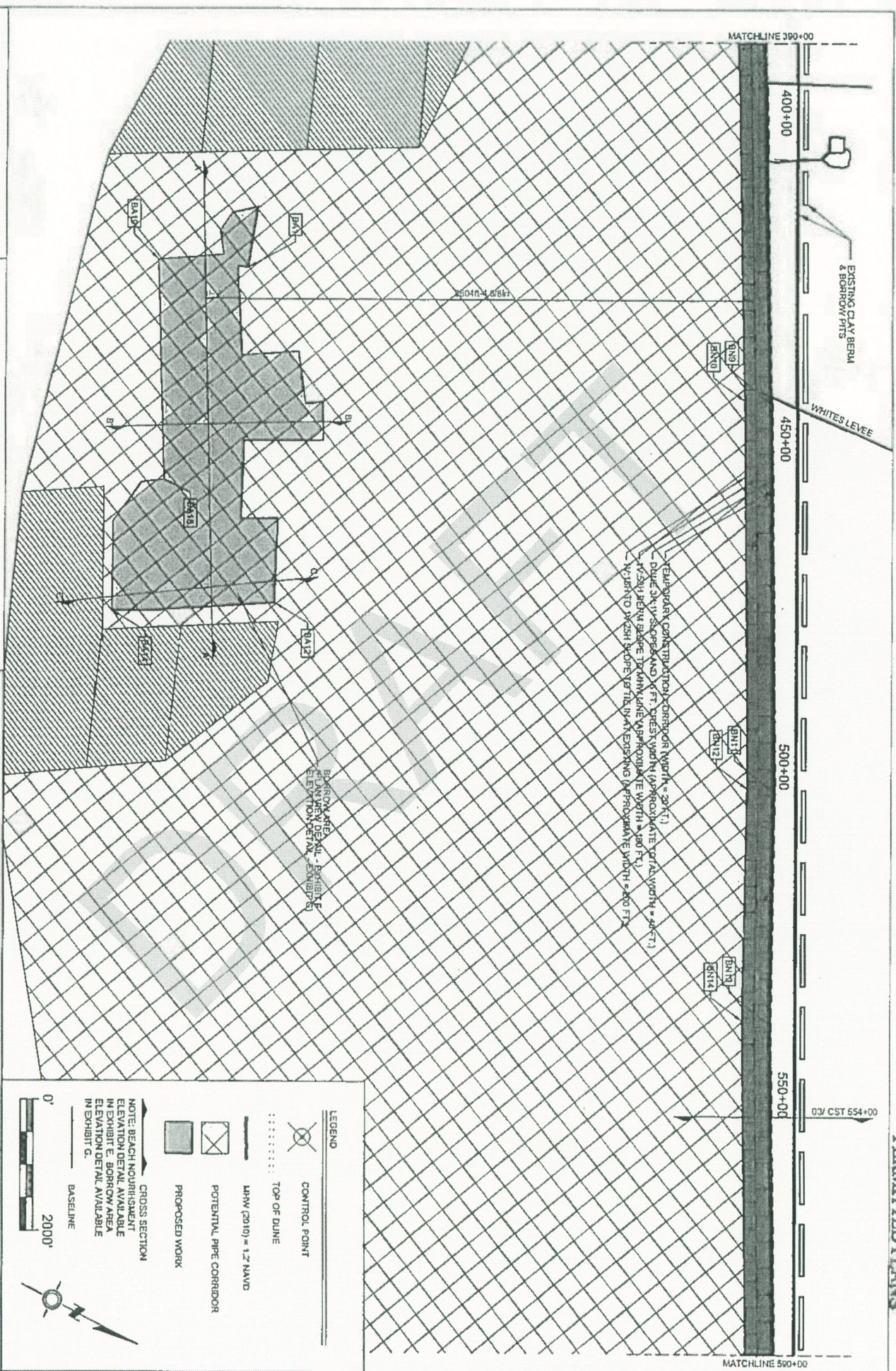




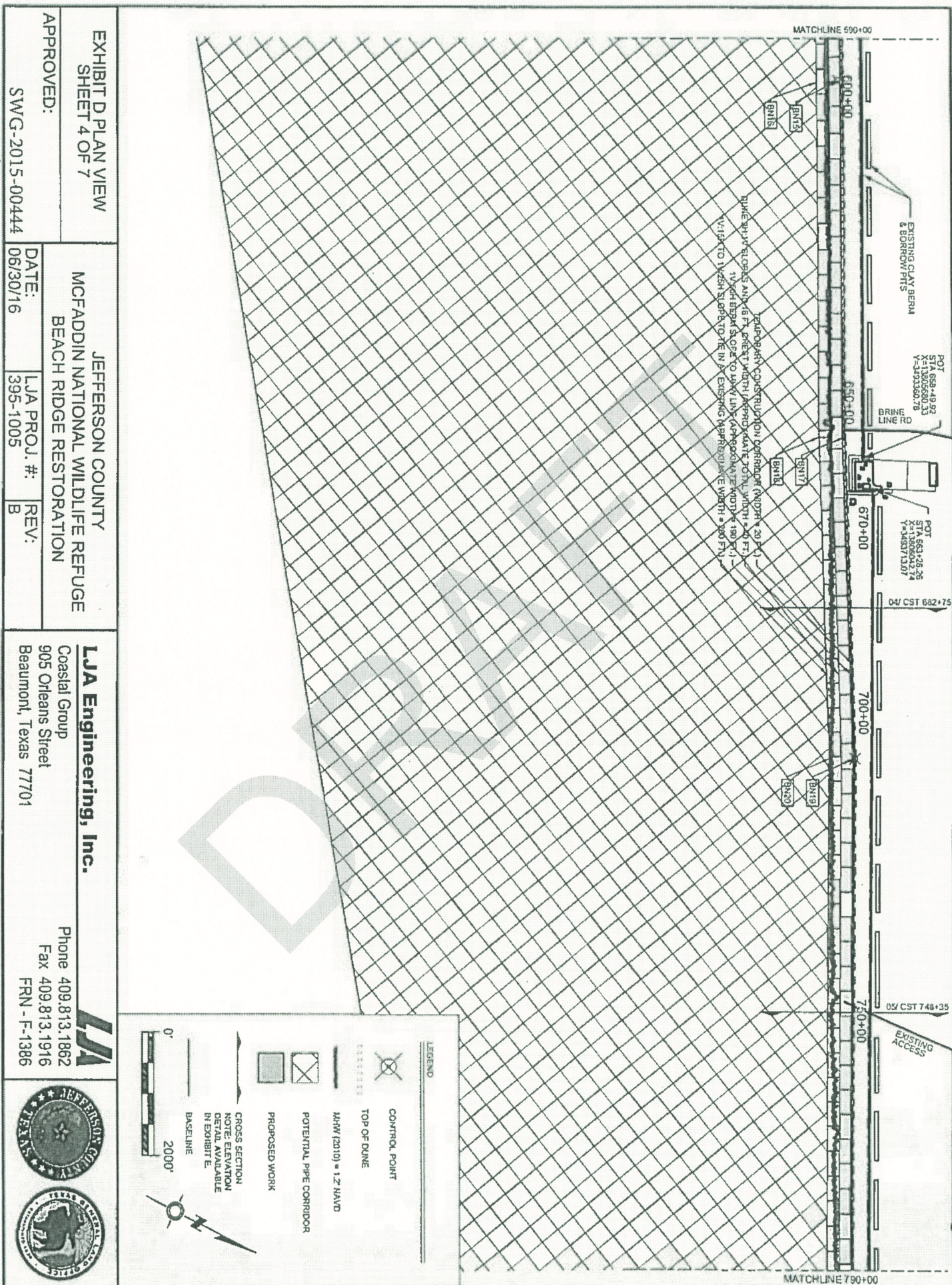
## PERMITTED PLANS

EXHIBIT D PLAN VIEW  
SHEET 2 OF 7JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATIONDATE: 06/30/16  
LJA PROJ. #: 395-1005  
REV: BLJA Engineering, Inc.  
Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701  
Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386











PERMITTED PLANS

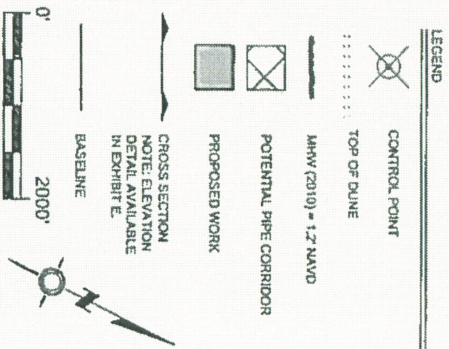
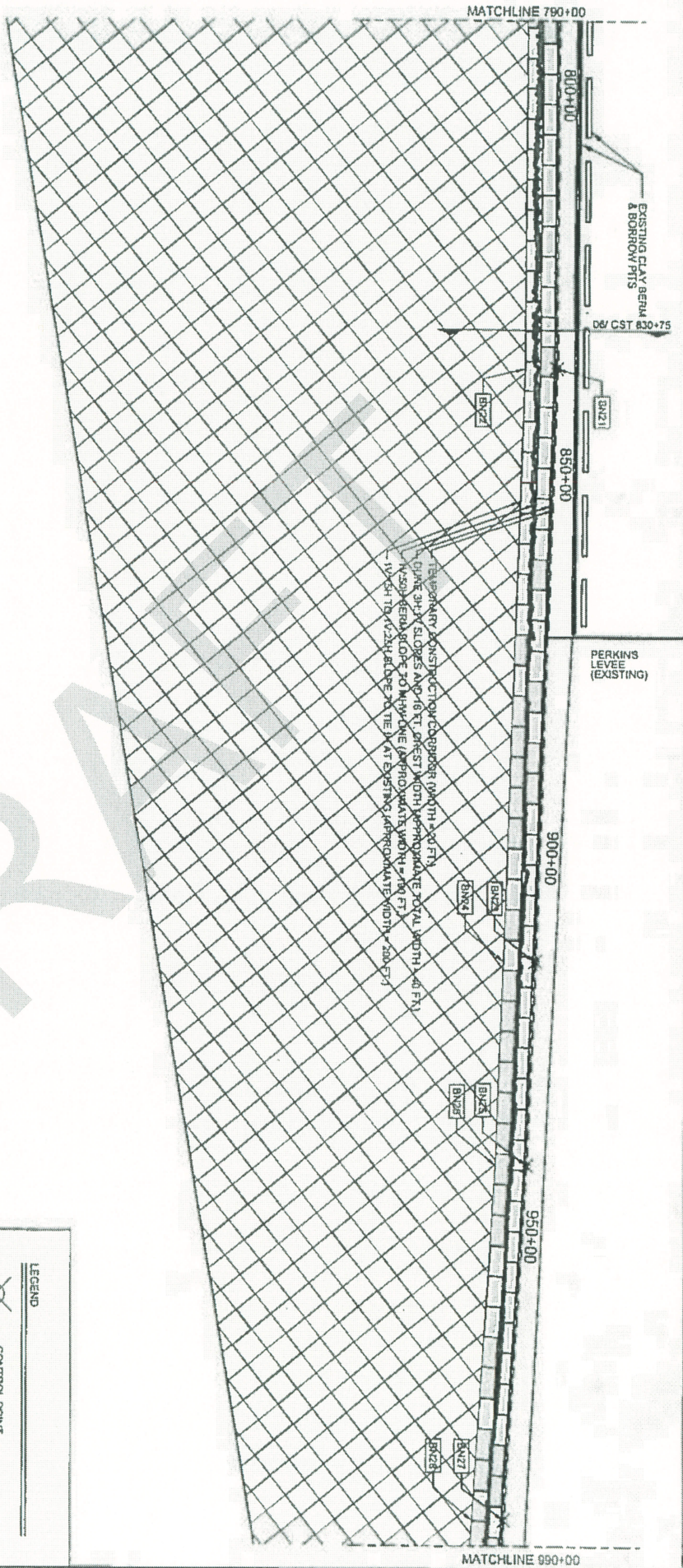


EXHIBIT D PLAN VIEW  
SHEET 5 OF 7

APPROVED:

SWG-2015-00444

JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATION

DATE:  
06/30/16

LJA PROJ. #:  
395-1005

REV:  
B

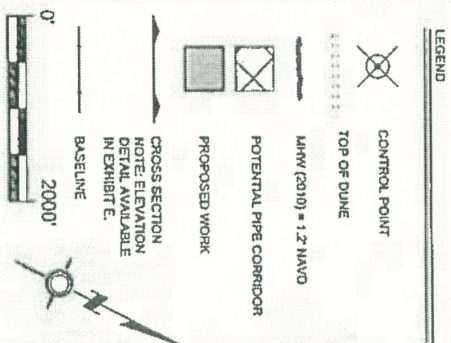
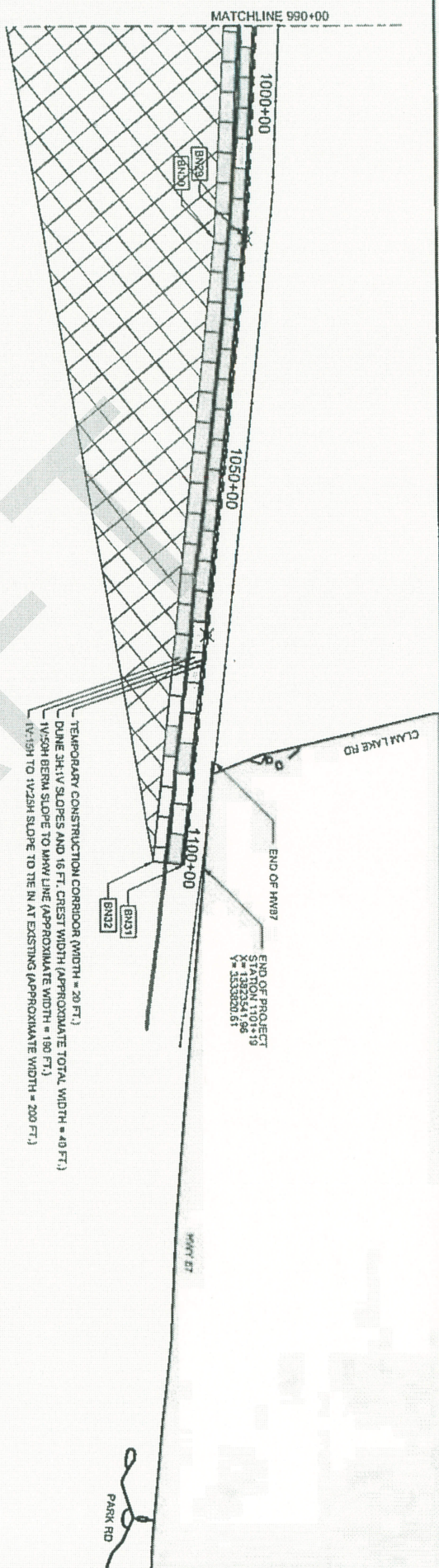
**LJA Engineering, Inc.**

Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386



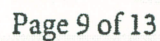





FRN - F-1386

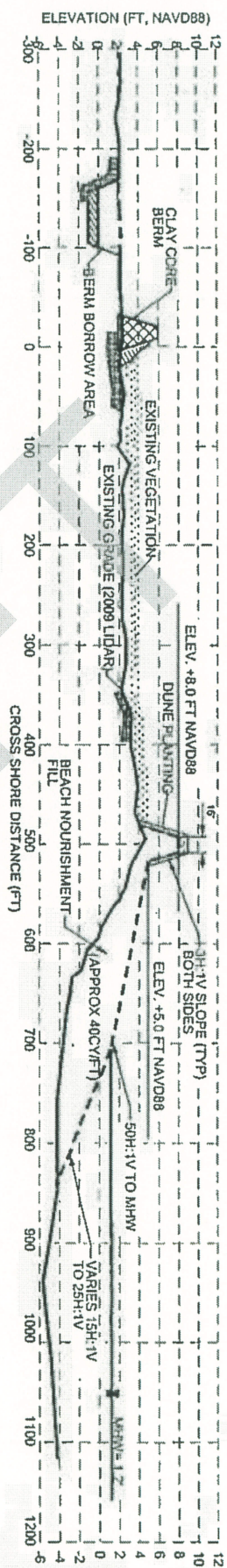




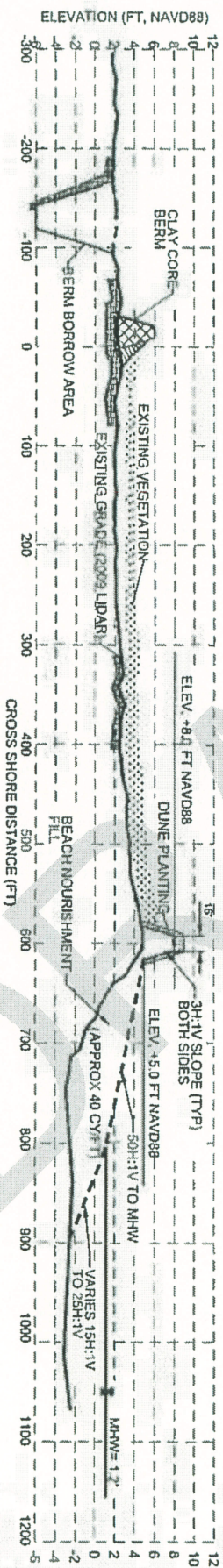


|                                     |  |  |                          |  |  |
|-------------------------------------|--|--|--------------------------|--|--|
| EXHIBIT D PLAN VIEW<br>SHEET 7 OF 7 |  | JEFFERSON COUNTY<br>MCFADDIN NATIONAL WILDLIFE REFUGE<br>BEACH RIDGE RESTORATION |                          | <b>LJA Engineering, Inc.</b>  |  |
| APPROVED:                           |  | DATE:<br>06/30/2016  | LJA PROJ. #:<br>395-1005 | REV:<br>B  | Coastal Group<br>905 Orleans Street<br>Beaumont, Texas 77701<br>Phone 409.813.1862<br>Fax 409.813.1916<br>FRN - F-1386 |





01 PROJECT SECTION STA 130+00



02 PROJECT SECTION STA 310+00

EXHIBIT ECTYP SECTIONS  
SHEET 1 OF 3

APPROVED:

SWG-2015-00444

JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATION

DATE:

06/30/16

LJA PROJ. #:

B395-1005

REV:

B

**LJA Engineering, Inc.**

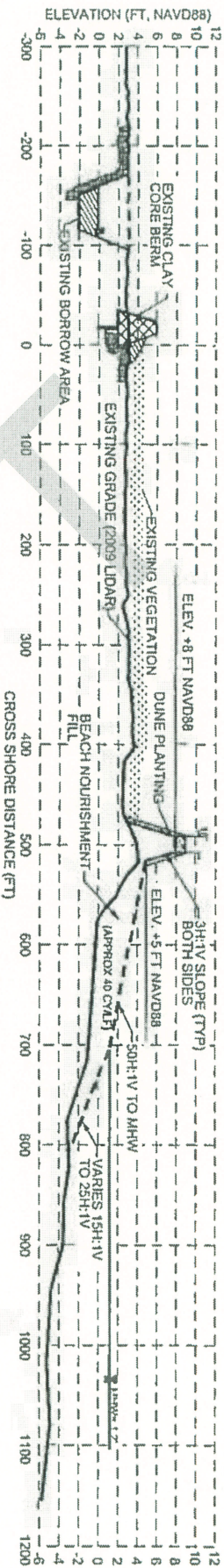
Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386

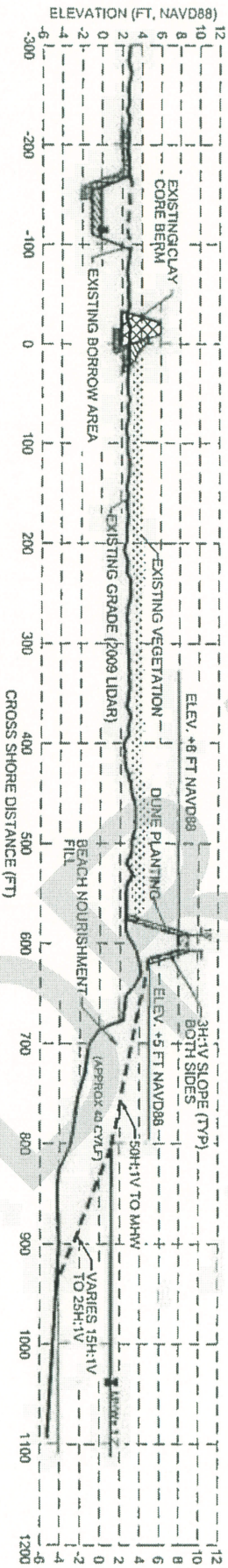




PERMITTED PLANS



03 PROJECT SECTION STA 554+00

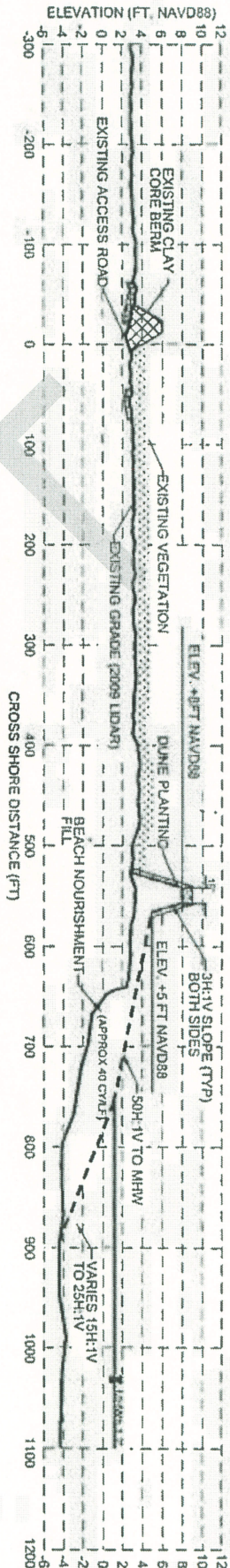


04 PROJECT SECTION STA 682+75

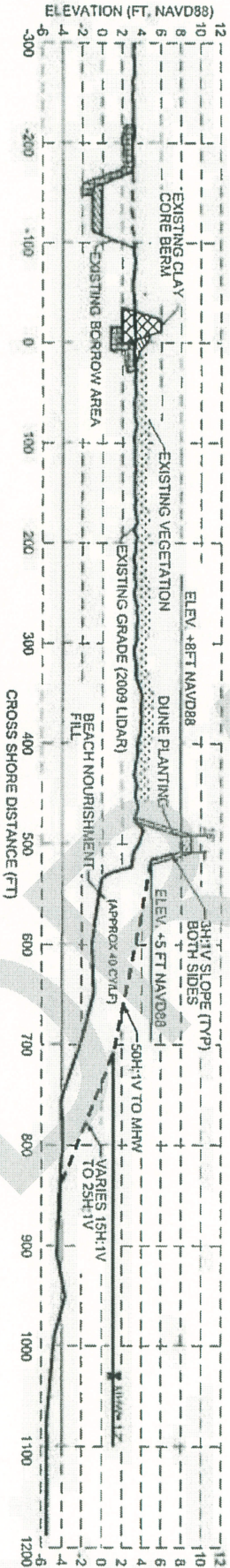
|  |                |  |        |   |  |
|--|----------------|--|--------|---|--|
| EXHIBIT E TYP SECTIONS<br>SHEET 2 OF 3 |                | JEFFERSON COUNTY<br>MCFADDIN NATIONAL WILDLIFE REFUGE<br>BEACH RIDGE RESTORATION |        | LJA Engineering, Inc.<br>Coastal Group<br>905 Orleans Street<br>Beaumont, Texas 77701<br>Phone 409.813.1862<br>Fax 409.813.1916<br>FRN - F-1386 |  |
| APPROVED:                              | DATE: 06/29/16 | LJA PROJ. #: B395-1005   | REV: B |   |  |
| SWG-2015-00444                         |                |  |        |   |  |







**05** PROJECT SECTION STA 748+35



**06** PROJECT SECTION STA 830+75

EXHIBIT E TYP SECTIONS  
SHEET 3 OF 3

JEFFERSON COUNTY  
MCFADDIN NATIONAL WILDLIFE REFUGE  
BEACH RIDGE RESTORATION

APPROVED:

DATE:

LJA PROJ. #:

REV:

**LJA Engineering, Inc.**  
Coastal Group  
905 Orleans Street  
Beaumont, Texas 77701

Phone 409.813.1862  
Fax 409.813.1916  
FRN - F-1386





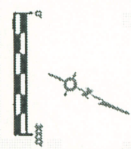
# PERMITTED PLANS

## CONCRETE - RESTRICTED USE

THIS DOCUMENT AND THE DATA HEREON ARE THE PROPERTY OF THE TEXAS GENERAL LAND OFFICE. NO PART OF THIS DOCUMENT OR THE DATA HEREON MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE TEXAS GENERAL LAND OFFICE.

**TIME LEVELS**

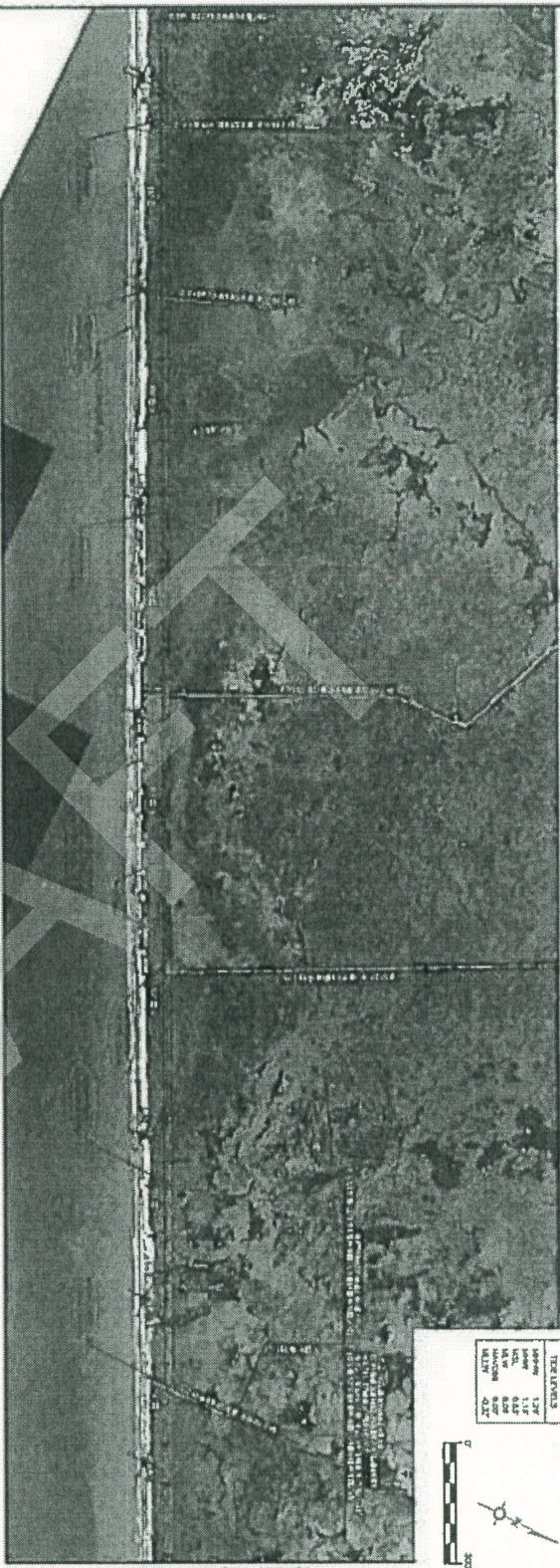
|      |      |
|------|------|
| 1996 | 1.24 |
| 2000 | 0.87 |
| 2004 | 0.87 |
| 2007 | 0.27 |



1. THE LAND FROM STA. 489+00 TO STA. 490+00, 1/4 SECTION 16, T12N, R10E, S12E, 10TH MERIDIAN, HARRIS COUNTY, TEXAS, IS HEREBY SET ASIDE FOR THE PURPOSES OF THE TEXAS GENERAL LAND OFFICE.

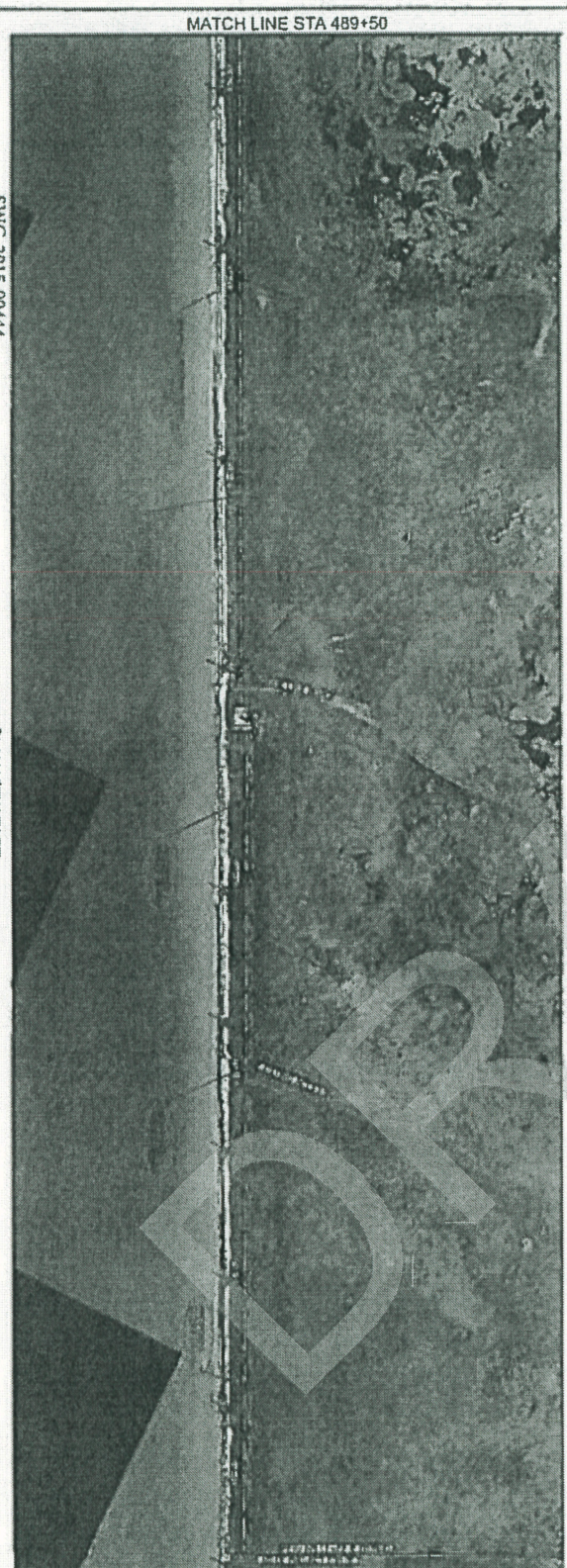
2. THE LAND FROM STA. 489+00 TO STA. 490+00, 1/4 SECTION 16, T12N, R10E, S12E, 10TH MERIDIAN, HARRIS COUNTY, TEXAS, IS HEREBY SET ASIDE FOR THE PURPOSES OF THE TEXAS GENERAL LAND OFFICE.

3. THE LAND FROM STA. 489+00 TO STA. 490+00, 1/4 SECTION 16, T12N, R10E, S12E, 10TH MERIDIAN, HARRIS COUNTY, TEXAS, IS HEREBY SET ASIDE FOR THE PURPOSES OF THE TEXAS GENERAL LAND OFFICE.



MATCH LINE STA 489+50

01 PLAN VIEW WEST



MATCH LINE STA 489+50

SWC-2015-00444  
Page 13 of 13

02 PLAN VIEW EAST

FOR PERMITTING  
PURPOSES ONLY

**LIA Engineering, Inc.**  
Civil Group  
605 Oxford Street  
Bismarck, Texas 77011  
Phone 409.813.1862  
Fax 409.813.1816  
FTH - F-1366



TEXAS GENERAL  
LAND OFFICE

TEXAS GENERAL LAND OFFICE  
1500 N. TEXAS  
PHOTOGRAPHY DIVISION

| DATE | BY  | REVISION |
|------|-----|----------|
| 2015 | SWC | 1        |



**INTRA-SERVICE SECTION 7 BIOLOGICAL EVALUATION FORM**

Originating Person: Denise Ruffino  
Telephone Number: 409-971-2909  
Date: 5 August 2016

**I. Region: Region 2**

**II. Service Activity (Program):** Refuges: Proposed Construction to nourish an approximate 20-mile stretch of shoreline to restore the degraded dune ridge via U.S. Department of the Army Corps of Engineers (Corps) permit SWG-2015-00444. Issuance of this permit will reduce the frequency and extent of sea water inundation of interior fresh water marshes located within McFaddin National Wildlife Refuge (NWR), arrest shoreline retreat along the McFaddin coastline, and restore historic, native beach habitat. The U.S. Fish and Wildlife Service (Service) and National Marine Fisheries Service (NMFS) entered into a Memorandum of Understanding (1974) defining their respective roles in the administration of marine turtles. NMFS has sole responsibility over sea turtles when in a marine environment and the Service has sole jurisdiction over sea turtles when on land. Therefore, this document addresses only the Service's concerns regarding marine turtles and other wildlife under its jurisdiction.

**III. Pertinent Species and Habitat:****A. Listed species and/or their critical habitat within the action area:**

Green sea turtle (*Chelonia mydas*)  
Hawksbill sea turtle (*Eretmochelys imbricate*)  
Kemp's ridley sea turtle (*Lepidochelys kempi*)  
Leatherback sea turtle (*Dermochelys coriacea*)  
Loggerhead sea turtle (*Caretta caretta*)  
Piping plovers (*Charadrius melodus*)  
Red Knot (*Calidris canutus rufa*)  
West Indian Manatee (*Trichechus manatus*)

**B. Proposed species and/or proposed critical habitat within the action area: None****C. Candidate species within the action area: None****IV. Geographic area or station name and action:**

**Station:** McFaddin NWR, Jefferson County, Texas

**Action:** Nourish a 20-mile stretch of shoreline to restore the degraded dune ridge, thus reducing the frequency and extent of sea water inundation of interior fresh water marshes located in McFaddin NWR, Sabine Pass, Texas via beach erosion of adjacent State of Texas lands.

**V. Location (attach map): Included as Attachment 1**



SWG-2015-00444

Intra-Service Section 7 Biological Evaluation Form

Page 2 of 15

A. **Ecoregion Number and Name:** Gulf Coast.

B. **County and State:** Jefferson and Chambers Counties, Texas.

C. **Section, township, and range (or latitude and longitude):**

29.648077 lat / -94.138454 long, along the previous Highway 87 route, from nearshore Gulf waters. Additionally, the nourishment site is located within the Chenier Plain of southeast Texas, extending from the Sea Rim State Park boundary, west of Sabine Pass, to the Chambers- Galveston County line.

D. **Distance (miles) and direction to nearest town:** Located along SH 87 in southeast Texas, near the Louisiana border. McFaddin NWR lies approximately 15 miles south of Port Arthur, 90 miles east of Houston, and 12 miles west of Sabine Pass. McFaddin NWR is bounded on the south by the Gulf of Mexico, on the east by Texas Parks and Wildlife Department (TPWD) Property and private land, on the west by private land near High Island, and both the GIWW and private property to the north.

E. **Species/habitat occurrence:** Ranges for listed species include Jefferson and Chambers County and are mostly tied specifically to the beach area. Piping plovers have been seen using the beach area, as well as mud flat areas along the GIWW. Mud flats are several miles interior of the beach area.

#### VI. **Description of proposed action:**

The proposed action will restore the Chenier beach ridge, delay shoreline retreat, and prevent breaching of the beach ridge by reducing the frequency and extent of sea water inundation to the interior marshes under normal tidal conditions for decades to come. The resulting project is a combination of the preferred alternatives for beach ridge restoration measure, material source, and delivery method, as evaluated in the Environmental Assessment (EA) completed in compliance to the National Environmental Policy Act (NEPA). The project can be described as re-building of the dune line and beach face with material similar to its native sand from a source outside the Refuge. This results in a re-creation of historic dune heights and beach widths necessary for reducing shoreline retreat and protecting sensitive inland marshes.

The proposed action involves dredging sand sediments from an offshore borrow area by using a cutter-head dredge and transferring it to the shore via a submerged pipeline. This is done by lowering a rotating cutter-head, attached to a suction pipe, to the seafloor. Material entering the pipe passes through the dredge pump(s) and is transported via pipeline to the shoreline. To remove material, the dredge (and rigid suction pipe) will swing side to side by applying tension on mooring wires affixed to anchors. As material is depleted, the dredge will progress forward potentially using a combination of spuds, mooring wires, and tender tugs. Depending upon the distance to the temporary construction area(s), booster pumps may be required.



Once onshore, the material would be pumped along the shoreline to the local construction areas and graded to the required construction template with heavy equipment. Based on conversations with State and Federal archeologists and biologists, impacts to cultural and biological resources can be mitigated by allowing for a maximum of six pipeline corridors between dredge/pipeline connections offshore and the coastline. This method also reduces the need for extra booster pumps by limiting the along-shore pipeline reach on either side of shoreline connection points.

Heavy equipment operators will create temporary earthen containment dikes, which will channelize the flow exiting the dredge pipe. As this flow runs along the beach, sediment will settle out within the project template and effluent will return to the ocean. As sediment builds up in front of the pipe, heavy equipment will grade the sediment to meet the project template. This may be done using grade markers which are set by survey personnel for guidance. This is a continuous process interrupted only by the need to shut down due to dredge maintenance, re-positioning, fueling, adding/removing shoreline pipe, or an emergency. Constant communication is required between shore-crew, dredge crew, and potential booster pump operators.

This alternative was selected based on low to medium impacts of all criteria evaluated. The method is the only one that does not require construction of temporary roads which could permanently impact habitats within the Refuge. Construction, engineering representatives, and refuge management staff will meet periodically to discuss work completed, work to be completed, issues identified, clarifications/directions, etc. Designated environmental monitors will survey the immediate project area, a 100-ft buffer zone, and access routes daily as deemed necessary by the presence of and/or likely presence of threatened and endangered species. Environmental monitors will be in contact with refuge staff to determine this likelihood based on past surveys and current habitat availability. Environmental monitors will be responsible for communication and reporting of endangered species issues during construction. Adverse effects to the local environment would be localized and temporary. Adverse effects to any threatened and endangered species would be minimized based on the conservation measures employed.

The project site includes both McFaddin NWR lands and adjacent state-owned public beach south of the refuge. During construction periods, the active construction zone will be off limits to the public. To ensure public safety, these closures will temporarily prevent through traffic on the beach from either the east or west Refuge entrance. Off-road access into the sensitive wetland areas of McFaddin NWR for the purpose of avoiding temporary construction closures is not permitted.

The proposed action will conserve one of the largest freshwater marshes on the Texas Coast, along with thousands of acres of intermediate to brackish marsh. McFaddin NWR supplies important feeding and resting habitat for migrating and wintering populations of waterfowl. Meeting the habitat needs of McFaddin NWR's diversity of wetland dependent resident and migratory birds requires maintaining a range of coastal marsh habitat types and sequential stages



of the plant community within these marsh types. Providing freshwater inflows and restricting saltwater intrusion are critical to maintaining the Chenier Plain's historic continuum of fresh, intermediate, and brackish saline marshes. Habitat values for waterfowl, shorebirds and many wading bird species are greatly enhanced in intermediate marshes with early successional plant communities containing several perennial and annual plant species (primarily grasses and sedges) which provide important food resources, and where disturbance reduces the height and/or density of vegetation.

McFaddin NWR is part of the Salt Bayou ecosystem, the largest contiguous estuarine marsh complex in Texas. This ecosystem is approximately 139,000 acres in size within a Chenier Plain landscape that includes freshwater to estuarine marsh, coastal prairie grasslands, tidal flats, creeks and basins and associated aquatic vegetation. This diversity of communities creates a very productive complex for an array of fish and wildlife resources. In May 2013, the Salt Bayou Working Group, comprised of Federal, State, County level government representatives, and wetland conservation Non-Government Organizations (NGOs) completed the Salt Bayou Watershed Restoration Plan. This plan reflected the technical stakeholder group's understanding and knowledge of this ecosystem, as well as consensus on a strategy to collectively improve conditions in the Salt Bayou system. Through scrutiny of the entire watershed, the workgroup studied existing and emerging alterations to the watershed that have the ability to drastically change the hydrologic and biological characteristics of the marshes. These alterations, human-induced and natural changes to hydrology, have altered the historic hydrologic pattern either by reducing the amount of freshwater entering the system or by increasing the amount of saltwater entering the system. These changes to the hydrologic pattern not only create widespread and continuous impacts, but are a major driver of land loss and loss of elevation within the emergent marsh. Saltwater now enters from at least two major locations within the watershed where historically it had not. Without adequately addressing all of the actual and potential alterations to the hydrologic flows into the watershed, we expect marsh loss will continue at an accelerating rate.

The workgroup found that a recent entryway for saltwater is the loss of the beach ridge along the Gulf of Mexico. Historically, the beach ridge prevented Gulf seawater from directly entering the marshes within what is now McFaddin NWR under all but storm tides. Today, water from the Gulf of Mexico overtops the eroded ridge several times a year and directly impacts thousands of acres of fresh to intermediate marsh and submerged aquatic vegetation with each overtopping event. The high rate of shoreline erosion along this stretch of coast makes rebuilding a stable ridge difficult and expensive. However, without addressing this source of salt water intrusion the loss of marsh between the current shoreline and GIWW is imminent. In response to this finding, the workgroup recommends restoring the degraded beach ridge from High Island to Sabine Pass.

The major elements of the proposed beach restoration are well documented in a significant engineering analysis performed by Jefferson County using federal Coastal Impact Assistance



Program funds appropriated in 2001. In addition, the Corps actively studied the McFaddin NWR coast, in partnership with Jefferson County, between 2001 and 2009, as part of a feasibility study for erosion response. In 2003, the Corps constructed a demonstration project on a test section of McFaddin NWR beach. The test project imported sand and created beach and dunes ultimately providing valuable performance data used during the formulation and evaluation of the proposed project.

The proposed action will also re-create lost dune and beach habitat, as well as return needed sediments to the near shore system. Adverse effects to the shoreline environment would be localized and temporary. We expect any adverse effects to any threatened and endangered species would be minimized by employing specified conservation measures listed below.

## **VII. Determination of effects:**

### **Explanation of effects of the action on species and critical habitats in items III:**

#### **Sea Turtles**

Three species of sea turtles, the Kemp's ridley, leatherback, and hawksbill are Federally-listed as endangered, and two species, the loggerhead and green sea turtles, are Federally-listed as threatened. All five species occur in the region's nearshore Gulf waters, and the Kemp's ridley, loggerhead, and green sea turtles can be found in shallow bays typical of East Galveston Bay adjacent to the neighboring Anahuac NWR. The stranding of dead and injured sea turtles occasionally occurs along the Gulf shoreline within McFaddin NWR. Because of their Gulf water habitat and the rare occasion of a stranding, no long-term adverse impacts to sea turtles are expected from the completion of this project. Beach nourishment, as an engineered solution to beach erosion, can provide habitat for sea turtles in areas that otherwise have little to no existing habitat and positive impacts are expected from reconstruction of the beach ridge. The project area does not currently contain suitable nesting habitat for sea turtles; however, once complete, the project will create approximately 20 miles of restored dunes and sandy beach, potentially resulting in suitable nesting habitat.

Current beach conditions are not suitable for sea turtle nesting due to the lack of sand. While an occasional turtle might strand itself on the beach, there are no documented turtle nesting attempts on McFaddin Beach since Hurricane Ike in 2008. We expect nourishment activities to begin in the center of the project area and then work to either side as funding allows. The beach will be nourished by placing a slurry mixture of sand and water into the designated area. The slurry will naturally de-water over time as the weight compresses the sand. Equipment is used to shape the dunes and beach and will only be in the immediate construction area while the slurry mix is being pumped. Once the pumped sandy material is graded, all piping and earth moving equipment will be moved to the next section and completed nourished portions of the project will



not be disturbed by subsequent construction passage. Most time needed on the project will be spent in mobilizing and demobilizing equipment.

Given that equipment will only be in the immediate area for a short time and actual slurry material does not provide suitable nesting habitat, interaction between construction equipment and nesting sea turtles is not expected. However, nourishment techniques themselves may pose some short-term adverse impacts for sea turtles. The likelihood of impacts will be minimized by implementing the conservation measures listed below. As well, current nourishment design with mild beach face slopes would reduce the possibility of creating beach scarps, and drastically altering the beach profile, which may be a hindrance to future nesting sea turtles. The beneficial effects of project construction should outweigh any adverse effects, which are expected to be minimal.

We have analyzed the effects of the proposed action on the five species of sea turtles and believe the project may affect, but will not likely adversely affect due to the current lack of habitat, implementation of conservation measures outlined below, and the presence of environmental monitors for the duration of the project.

#### Piping Plovers

Piping plovers, a federally-listed threatened species, occur along the Texas Gulf Coast in large wintering populations. Piping plovers are normally only observed in small numbers wintering on the beaches of McFaddin NWR between July and May. Population surveys on the refuge consist of two types, an annual full beach survey that includes the entire proposed beach and a monthly survey that is done on select preferred habitat areas. The annual survey route is conducted during the middle of the piping plover wintering season on the Texas Gulf Coast (November), at low tide, and runs the entire length of the beach in the proposed area. Bi-monthly surveys have been conducted on two main areas, one on the east end of the route and one on the west end of the route. These surveys are conducted from July-April. Results from Dec 2014-April 2016 show an average of 9 piping plovers per survey, with only one piping plover recorded west of Perkins levee. There are no records to date of nesting piping plovers on the Refuge Complex. Critical Habitat has been designated for wintering piping plovers in Texas; however, it is located on Bolivar Peninsula, approximately 8 miles west of the west refuge boundary. No long-term adverse impacts to piping plover are expected from beach nourishment activities associated with this project. Similar habitat is abundant in the area and no loss of species diversity or abundance is likely due to current disturbance levels associated with public use on the beach. Short term adverse impacts may occur from disturbance, associated with increased activity within the project area. However, we expect beneficial effects from the creation of suitable wintering/foraging habitat to outweigh the negative effects of potential disturbance.

As indicated by the limited piping plover sightings, population size, and current beach conditions on McFaddin NWR, suitable long term feeding and roosting habitats are not available. Because



of the lack of quality habitats, the limited project area at any given time, and the implementation of conservation measures, we expect no interaction with piping plovers to occur during active construction. The beach will be nourished by placing a slurry mixture of sand and water into the designated area. The slurry will naturally de-water over time as the weight compresses the sand. Equipment is used to shape the dunes and beach and will only be in the immediate construction area while the slurry mix is being pumped. Once the pumped sandy material is graded, all piping and earth moving equipment will be moved to the next section and completed nourished portions of the project will not be disturbed by subsequent construction passage.

We have analyzed the effects of the proposed action on the threatened piping plover and believe the project may affect, but will not likely adversely affect the piping plover due to conservation measures outlined below, the current lack of habitat, and the presence of environmental monitors for the duration of the project.

### **Red Knots**

Red knots, listed as threatened under the Endangered Species Act, have the potential to occur within the project area during the migration and winter months. While sightings have been recorded on McFaddin NWR, information on these sightings is limited. Because red knots are found in much the same habitat as piping plovers, we expect impacts to red knots to be similar to piping plovers. No long-term adverse impacts to red knots are expected from the proposed construction activities. Short term impacts could occur due to increased activity within the project area, but similar habitat is abundant in the area. No loss of species diversity or abundance is likely due to current disturbance levels associated with public use on the beach. Beach nourishment would likely have long term beneficial effects to the red knot by increasing the amount of available beach wintering stop over and foraging habitat. Additionally, the beneficial effect of the creation of suitable wintering/foraging habitat should outweigh the negative effects of potential disturbance.

As indicated by the lack of red knot confirmed sightings on McFaddin Beach, current beach conditions do not favor suitable red knot habitat mainly due to the lack of sand. Because of the lack of suitable habitat, no interaction with red knots is expected to occur during active construction. We expect nourishment activities to begin in the center of the project area and then work to either side as funding allows. The beach will be nourished by placing a slurry mixture of sand and water into the designated area. The slurry will naturally de-water over time as the weight compresses the sand. Equipment is used to shape the dunes and beach and will only be in the immediate construction area while the slurry mix is being pumped. Once the pumped sandy material is graded, all piping and earth moving equipment will be moved to the next section and completed nourished portions of the project will not be disturbed by subsequent construction passage.



We have analyzed the effects of the proposed action on the threatened red knot and believe the project may affect, but will not likely adversely affect due to proposed conservation measures outlined below, the current lack of habitat, and the presence of environmental monitors for the duration of the project.

#### **West Indian Manatee**

The endangered West Indian manatee is most commonly found in shallow, slow-moving waters of rivers, estuaries, saltwater bays, canals and coastal areas where they prefer freshwater habitats. Particularly vulnerable to vessel strikes, the West Indian manatee is unlikely to be encountered in or around the project area. The proposed project plans to utilize a hydraulic cutter-head dredge for the off-shore dredging needs. While this dredge moves slowly, speed limits will be reduced to the maximum extent practicable for all marine vessel traffic.

We have analyzed the effects of the proposed action on the threatened West Indian manatee and believe the project may affect, but will not likely adversely affect due to conservation measures outlined in this document and presence of environmental monitors for the duration of the project.

#### **Explanation of actions to be implemented to reduce adverse effects:**

The proposed action may indirectly result in short term adverse impacts due to disturbance from increased activity along the beach and temporarily depleting food resources within the restored area. Best management practices (BMPs) will be utilized by contractors to minimize these short term adverse impacts to threatened and endangered species. Also, construction will occur in 2 or more phases, as funding is available. Whenever possible, work will be done at times of the year when piping plovers/red knots are not present. Should construction continue during the wintering period, specified conservation measures will be employed to protect them. Additionally, phased work will be done in fully completed sections. Once a section is completed, there will be no further need to access that area either to do additional work or to cross it to get to another section. In this way, piping plovers and red knots can shift beach use between undisturbed beach and restored beach on the refuge, as well as use of all other undisturbed beach sites off-refuge and within their designated critical habitat. Additionally, mud flat areas on the refuge will remain undisturbed and available for bird use.

With regard to sea turtles, there is currently no suitable nesting habitat in the project area. The proposed project should have a beneficial effect on sea turtle foraging and nesting habitat overall through creation of suitable nesting habitat and improvement of water quality by placement of sand over the existing clay shore, reducing erosion and turbidity in the water column. Thus, the project's contribution to cumulative effects in relation to foraging and nesting habitat is expected to be beneficial. Additionally, the proposed project is not expected to significantly contribute to cumulative effects on sea turtles relative to vessel interaction and/or dredging operations.



Long term positive benefits from the reconstruction of the beach ridge and sand dune system would be many, including: the restoration of wildlife habitat no longer available across McFaddin Beach; setting back the results of coastal erosion by decades by returning the sand-water interface back to 1960's-70's conditions; and adding additional protection of the interior marsh from saltwater intrusion. Thus, these long term benefits not only benefit species using the beach, but would have positive effects to various vegetative habitats within the interior of McFaddin NWR, benefiting all wildlife species using the refuge.

#### **Conservation Measures:**

To reduce short term impacts, conservation measures have been identified and will be employed by all involved in the project. Both general and specific measures are listed below for the protection of listed T&E species.

#### ***Conservation Measures -- General***

The following conservation measures will be incorporated into operations for protection of all listed species:

- All crew members (contractors, workers, etc.) will attend training sessions prior to the initiation of, or their participation in, project work activities. Training will be conducted by qualified personnel and the scope of training will include: 1) recognition of sea turtles, piping plovers, red knots and manatees, their habitats, and tracks; 2) recognition of other listed species; 3) impact avoidance measures; 4) reporting criteria; 5) contact information for different rescue agencies in the area.
- Project equipment and vehicles transiting between the staging area and project site will reduce speed to the maximum extent practicable using only designated routes. Vehicle access shall be confined to the immediate needs of the project.
- The contractor will coordinate and sequence the work to minimize the frequency and density of vehicular traffic on the beach to the greatest extent practicable. During the beach fill phase of the project, the contractor will minimize the number of vehicles on the beach during vehicle ingress and egress and will avoid "stacking" vehicles on the beach waiting to unload materials or waiting to leave the beach.
- Beach driving by the contractor shall be reduced to the maximum extent practicable. Beach driving by the public will be suspended until construction is complete, and the surface is deemed sufficiently "hardened" to support vehicles.
- Use of construction lighting at night shall be minimized, directed toward the construction activity area, and shielded from view outside of the project area to the maximum extent practicable.



- Only sand that meets the specifications of the local beach quality (e.g., grain size, color, and mineralogy) will be used for fill and maintenance activities. Beach quality sand will be tested in accordance with ASTM D422.
- A designated monitor(s) will be identified who will act as the single point of contact responsible for communicating and reporting endangered species issues throughout construction of the project.

#### *Conservation Measures Specific to Sea Turtles*

The following conservation measures will be incorporated into operations for protection of threatened and endangered sea turtles:

- Permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles. All construction personnel are responsible for observing beach-related activities for the presence of these species.
- Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles, which are protected under the Endangered Species Act of 1973.
- During sea turtle nesting season (March 15 to October 1), the County, in coordination with the GLO, USACE and other project proponents, will ensure that a qualified monitor(s) is onsite during work and maintenance activities and provide the USFWS Clear Lake Ecological Services Office with the names and qualifications of the monitor(s).

The monitor(s) will: 1) survey the project area (i.e., immediate project area and 100-ft buffer zone outside the project area) and equipment access routes for turtles and turtle nests before beginning work activities each day, after work has concluded each day, once a day on non-construction days, and other such times as deemed necessary by the monitor(s); 2) escort large vehicles when necessary to ensure that sea turtles and nests are protected; 3) determine when the beach is clear for work; and 4) ensure that tire ruts and other disturbed areas on the beach are smoothed out and sand loosened upon the completion of each work day.

- Information regarding the qualifications of the independent qualified monitor(s) will be submitted to the Corps prior to starting work in the permitted area.
- If a sea turtle is seen within 100 ft of the active daily construction/dredging operation, all appropriate precautions shall be implemented to ensure its protection. These precautions



shall include cessation of operation of any moving equipment closer than 100 ft of a sea turtle. Activities may not resume until the protected species has departed the project area of its own volition.

- If a sea turtle or nest is located in, or adjacent to, work areas, the monitor will call 1-866-TURTLE-5 and notify the USFWS Clear Lake Ecological Services Field Office (281-286-8282). Work activities will not resume within 100 ft of the nest site or turtle until authorization from the monitor is received to do so.
- Any equipment, including, but not limited to, silt fencing should be made of a material in which a sea turtle cannot become entangled. Any equipment with potential for entanglement will be monitored closely.

*Conservation Measures Specific to Red Knots, Piping Plovers, and Piping Plover Critical Habitat*

The following conservation measures will be incorporated into operations for the protection of red knots, piping plovers, and piping plover critical habitat:

- A qualified monitor(s) will surveys the work areas for wintering piping plovers and red knots, between the dates of 15 July through 15 May. Surveys will take place prior to morning construction activities and will include looking under equipment and vehicles. The monitor(s) will also be onsite to ensure that loafing or resting piping plovers and red knots are not in the project area during project activities. Because piping plovers and red knots are especially vulnerable during periods of cold temperatures and when they are roosting at night, extra care will be taken during these times. Monitors will also ensure tire ruts and other disturbed areas on the beach are smoothed out and sand loosened upon the completion of each work day.
- If a piping plover or red knot is found in an active construction area, work will be stopped within an area specified by the monitor until the bird(s) leave the construction site. If the bird does not relocate (e.g. injured bird), Refuge staff will be contacted to solicit additional guidance.
- The McFaddin Beach Ridge Restoration project is not located within piping plover critical habitat.

*Conservation Measures Specific to West Indian Manatees*

The following conservation measures will be incorporated into operations for the protection of the West Indian manatee and are consistent with the Standard Manatee Construction Conditions for In-Water Work (FWC, 2011):



- The permittee will instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for being able to correctly identify a manatee while observing water-related activities for the presence of manatees.
- The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.
- All vessels associated with the construction project shall operate at "no wake/idle" speeds while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow deep water routes whenever possible.
- If a manatee(s) is seen within 100 yd of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 ft to a manatee. Operation of any equipment closer than 50 ft to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.

*Conservation Measures for Reporting Injured or Dead Protective Species Reporting*

Injured or dead protected species should be reported as follows:

- Vessel crews shall report sightings of any injured or dead protected species immediately to Refuge staff, regardless of whether the injury or death is caused by your vessel. During times when Refuge staff is not available, alternate after-hours contact information will be provided.
- Any collision with and/or injury to a manatee shall be reported immediately to the Texas Marine Mammal Stranding Network at 1-800-962-6625. Collision and/or injury should also be reported to the USFWS (281-286-8282).



**VIII. Effect determination and response requested:****A. Listed species/designated critical habitat:**DeterminationResponse Requested

No effect/no adverse modification

(species: \_\_\_\_\_)

\_\_\_\_ Concurrency

May affect, but is not likely to adversely affect

species/adversely modify critical habitat

(species: Green, Hawksbill, Loggerhead Leatherback,  
and Kemp's ridley sea turtles, Piping Plover, Red Knot,  
and West Indian Manatee)X ConcurrencyMay affect, and is likely to adversely affect species/adversely  
modify critical habitat (species: \_\_\_\_\_)

\_\_\_\_ Formal Consultation

**B. Proposed species/proposed critical habitat:**DeterminationResponse RequestedNo effect on proposed species/no adverse modification  
of proposed critical habitat

(species: \_\_\_\_\_)

\_\_\_\_ Concurrency

Is not likely to jeopardize proposed species/adversely  
modify proposed critical habitat

(species: \_\_\_\_\_)

\_\_\_\_ Concurrency

Is likely to jeopardize proposed species/adversely  
modify proposed critical habitat

(species: \_\_\_\_\_)

\_\_\_\_ Conference

**C. Candidate species:**DeterminationResponse Requested

No effect

(species: \_\_\_\_\_)

\_\_\_\_ Concurrency

Is not likely to jeopardize proposed species/adversely  
modify proposed critical habitat

(species: \_\_\_\_\_)

\_\_\_\_ Concurrency

Is likely to jeopardize candidate species

(species: \_\_\_\_\_)

\_\_\_\_ Conference



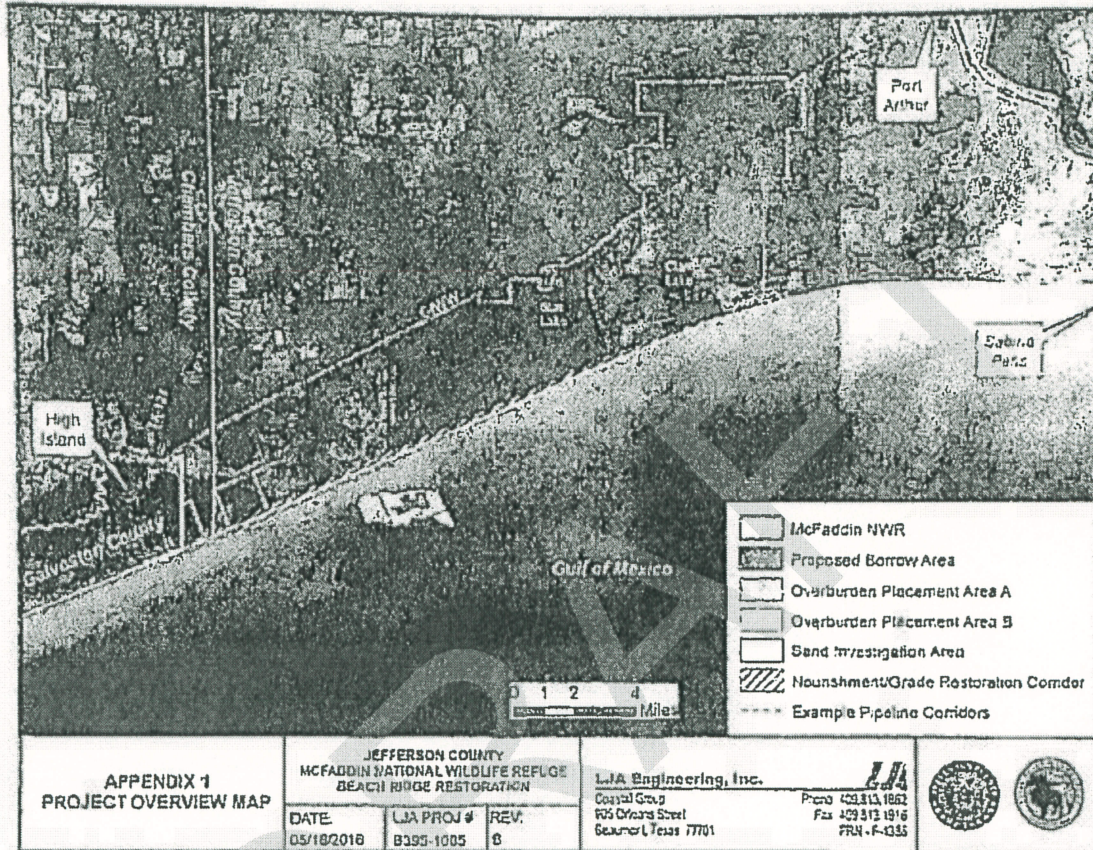
SWG-2015-00444

PERMITTED PLANS

Intra-Service Section 7 Biological Evaluation Form

Page 14 of 15

Attachment 1: Mapped Location of McFaddin NWR and proposed beach nourishment area.






SWG-2015-00444

PERMITTED PLANS

Intra-Service Section 7 Biological Evaluation Form

Page 15 of 15

D. Remarks: Contact Denise Ruffino at 409-971-2909 for additional information.

  
Signature

8/3/16  
Date

Tim Cooper, Project Leader, Texas Chenier Plain Refuges Complex

IX. Reviewing ESO Evaluation: No concurrence required on no effect consultations

A. Concurrence: \_\_\_\_\_ Nonconcurrence: \_\_\_\_\_

B. Formal consultation required \_\_\_\_\_

C. Conference required \_\_\_\_\_

D. Informal conference required \_\_\_\_\_

E. Remarks (attach additional pages as needed):

  
Signature

10 Aug 2016  
Date

Charles Ardizzone, Field Supervisor, Texas Coastal Ecological Services Office



**McFaddin Beach Restoration Project - Archeological Monitoring Plan****October 6, 2016**

Monitoring is defined as active observation of earth-moving or other work that could adversely affect cultural resources within a project area and includes, as warranted by circumstances: observation, data recording, data recovery, archaeological excavation, photography, laboratory analysis and cataloging, ancillary special studies, and production of a written report that meets current professional archaeological standards. Monitoring will continue until it is determined that excavation has reached the maximum depth at which important remains could be expected to occur.

The archeological monitoring on this project consists of four (4) phases – monitoring of dredge probes, monitoring of dredged material, post construction cycle beach investigations, and post construction cycle bathymetry surveys. Each phase is fully explained below.

For the purpose of this project, artifacts shall include, but not be limited to: lithics (flaked and ground), ceramics, and faunal remains (modified and unmodified). The reason for inclusion of unmodified faunal remains is that many of the primary research questions identified for McFaddin Beach relate to the potential association between Paleoindian occupation and the faunal remains washing up along the beach.

**Point of Contact (POC):**

For all actions related to the Archeological Monitoring on this project, the U.S. Army Corps of Engineers' (Corps) POC is:

Jerry Androy  
Regulatory Archeologist and Tribal Liaison  
U.S. Army Corps of Engineers  
2000 Fort Point Road  
Galveston, TX 77550  
(409) 766-3821  
Jerry.L.Androy@usace.army.mil

The Texas State Historic Preservation Officer's (SHPO) POC is:

Amy A. Borgens, MA  
State Marine Archeologist  
Marine Archeology Program  
Archeology Division  
Texas Historical Commission  
P.O. Box 12276  
Austin, Texas 78711-2276  
(512) 463-9505

**Archeological Monitor Qualifications:**

- At a minimum, must hold a Bachelors' degree in anthropology, have at least one year of supervised field and analytic experience in general North American archaeology;



- Must have experience monitoring dredging projects for potential submerged prehistoric sites;
- Must have experience working on prehistoric archeological sites
- Must be physically capable of doing required work; and
- Will have standard field monitoring tools of the profession available onsite.

#### Work Schedule:

- The permittee shall be responsible for having an Archeological Monitor present during all dredging activities associated with the McFaddin Beach Nourishment project (SWG-2015-00444) for each construction cycle.
- Archeological Monitors will be provided with anticipated schedules for project work as early as possible, but at least five (5) business days in advance of the initiation of the identified project activities.
- The Corps' POC will be provided with anticipated schedules for project work as early as possible, but at least five (5) business days in advance of the initiation of project activities for each construction cycle.
- The permittee shall inform the Corps' POC of what areas will be dredged and what portion of the beach will be nourished for each construction cycle.

#### Beach Nourishment and Dredging Plan

The overall beach nourishment and dredging project will be conducted in multiple construction cycles based on availability of fund. The borrow area will be dredged in a manner to utilize sediment to the greatest extent practical and to avoid the loss of sediment which could be used to renourish the beach during future projects. The clay overburden will be excavated first. This overburden is not for placement on the restored sandy beach, and may be placed offshore or utilized for another purpose like marsh restoration. The sand cuts will be excavated next and placed on the beach.

The dredging contractor's equipment selection will influence the ability to practically dredge all the sand within any portion of any of the borrow areas. A cutterhead dredge will be employed to remove the clay and sand deposits efficiently, and excavation within the borrow area would be performed in a series of 200 to 300 ft. wide swaths excavated to the maximum cut elevations. The cutterhead utilizes rotating blades or teeth to excavate the material into the suction pipe. The rotating blades are buried into the bottom sediment and produce a mixture of the sediment with water that is pumped into the hull of the dredge. This mixture of sediment and water is then pumped from the dredge through a pipeline onshore to the project site.

The dredging contractor will continuously operate electronic positioning equipment, approved by the Engineer, to monitor the precise positioning of the cutterhead location(s) and depth(s). A DGPS or equivalent system providing equal or better accuracy will be used to determine the horizontal position and will be interfaced with an appropriate depth measuring device to determine the vertical position of the bottom of the cutterhead. A printout of the cutterhead positions in State Plane Coordinates, the cutterhead depths corrected for tide elevation and referenced to the North American Vertical Datum of 1988 (NAVD 88) and the time, will be maintained at fixed intervals. No dredging will take place outside of the borrow area limits (horizontal and vertical limits) as shown on the permit drawings.

The Permittee shall inform the Corps' POC if there are any substantial changes to the beach nourishment and dredging plan.



### Excavation and Monitoring of Dredge Probes

The permittee shall follow process described below prior to initial dredging of the borrow area for each construction cycle, and repeated at a rate of at least once per eight (8) acres of borrow area surface to be dredged. For each sample, the dredge intake will be lowered into the sediment a distance equal to or exceeding the depth of optimal dredge cut to be utilized at that location (estimated to be roughly 5 ft), while limiting the sample size to the minimum necessary to include the full depth of cut, after which the dredge intake will be raised. The resulting sample intake will be at least 1 cubic yard (27 cubic feet). Using this technique, samples taken during multiple passes over the borrow area at progressively deeper depths will result in sampling of the full depth of dredge cut.

The intake will remain raised from the seafloor until the resulting pulse of sediment-water slurry has been passed through a ¾-inch (or smaller) screen as observed by Archeological Monitor. After observing the screening process, the archaeologist will either notify the dredge operator to proceed with usual operations or, if deemed appropriate based on sample findings, mark the sample location and thereafter honor a 100 meter avoidance zone surrounding the coordinate of the sample collection location.

The intent of the pause with intake raised from the seafloor is to avoid further disturbance at the point of sample excavation in the event a significant group of artifacts is identified in the screened sample. If directed to establish an avoidance zone, the dredge operator will move to a new location and re-initiate the sampling protocol.

The geographical coordinates of the dredge intake will be recorded using Global Positioning System (GPS) methods at the time each borrow area sample is taken. A time series of dredge intake location will also be maintained by the contractor to allow correlation of the excavated location of any artifacts discovered as part of the onshore placement area monitoring.

In the alternative, rather than establishing a 100 meter avoidance zone and subject to the Contingencies section below, the operator may choose to take four additional samples within 5 meters of the original sample (nominally in four equally spaced directions such as north, south, east, and west) using the same process. If the archaeologist determines based on those four samples that the cultural material identified in the original sample was an isolated find, then no buffer distance will be required and dredging may commence at that location.

### *Contingencies*

In the event that the volume of artifacts discovered in a borrow area sample suggests that a complex site is being disturbed, the archaeological observer will inform the dredge operator to cease operation at that location and will immediately inform Corps' POC and State Historic Preservation Officer's (SHPO) representative. In this case the 100 meter avoidance zone will be established and the protocol of alternative sampling within 5 meters will not be used or will be suspended for that location.

### Monitoring of Dredged Material

The Archeological Monitor will visually monitor the sediment being placed on the beach. If any artifacts are placed on the beach, the Archeological Monitor will immediately inform the Dredge Operator to cease dredging, relocate the dredge, and verbally notify the Permittee's On-site Representative. The Archeological Monitor will record the time the artifact was identified, the vertical and horizontal location of the dredging, a description of the artifact, and a photograph of the artifact.



This information will be submitted to the Corps' and SHPO's POCs via email by the end of the day the discovery is made.

At least two weeks prior to the initiation of the first dredging cycle, the permittee shall submit a scope of work for the monitoring of dredged material for review and approval by the Corps' POC.

#### **Post Construction Cycle Beach Investigations**

Immediately following each dredging cycle and beach placement, a qualified terrestrial archaeologist will examine the beach surface and excavate systematic shovel tests in the material pumped ashore. All material from the shovel tests will be screened.

The frequency of test pits will be one per acre, which equates to roughly 25 test pits per mile of beach. A log of daily sand placement location will be maintained for correlation of placement location with dredge intake location to facilitate a calculation of approximate source location of artifacts discovered on the beach.

#### **Bathymetry Surveys**

Post construction bathymetry surveys are already being required by the Corps for project monitoring. The bathymetry surveys will be conducted immediately after a dredging cycle and twice a year (once in the spring and once in the fall) for three years after the final construction cycle. Copies of the bathymetry maps generated from this monitoring shall be submitted to the Corps' POC upon completion of each survey.

#### **Curation**

Whether through offshore sampling or onshore monitoring, any artifacts found will be photographed, location recorded using GPS methods, collected, labeled, and curated in a repository that meets State of Texas standards. Throughout and during cultural resource monitoring of materials deposited during project operations, all artifacts discovered and collected in the project area are assumed to be property of the State of Texas since the borrow area excavation is entirely on State-owned submerged lands. Artifacts contained within or associated with deposition of material (at or above natural ground surface) on Federal lands during the monitoring of operations will also be considered State property to be curated in a repository that meets the State of Texas standards.

#### **Reporting:**

Within two months of completion of each construction cycle, a detailed and illustrated report (following the Council for Texas Archeologists format for short reports) will be prepared and transmitted to the Corps' POC and to the SHPO. The project methodology, equipment and personnel will be identified. The report will identify all significant artifacts and graphically illustrate the location of their recovery and estimate the geographical position of origin based on dredge records as available. A record of the sediment associated with their redeposited location will also be documented. An artifact database will contain artifact photographs, a description, the location coordinates, the projected origin coordinates (as available) and a site plan location in geographical information system (GIS). Note that geographical positions and other identifying information may require redaction or otherwise be shielded from public disclosure per state and/or federal requirements.



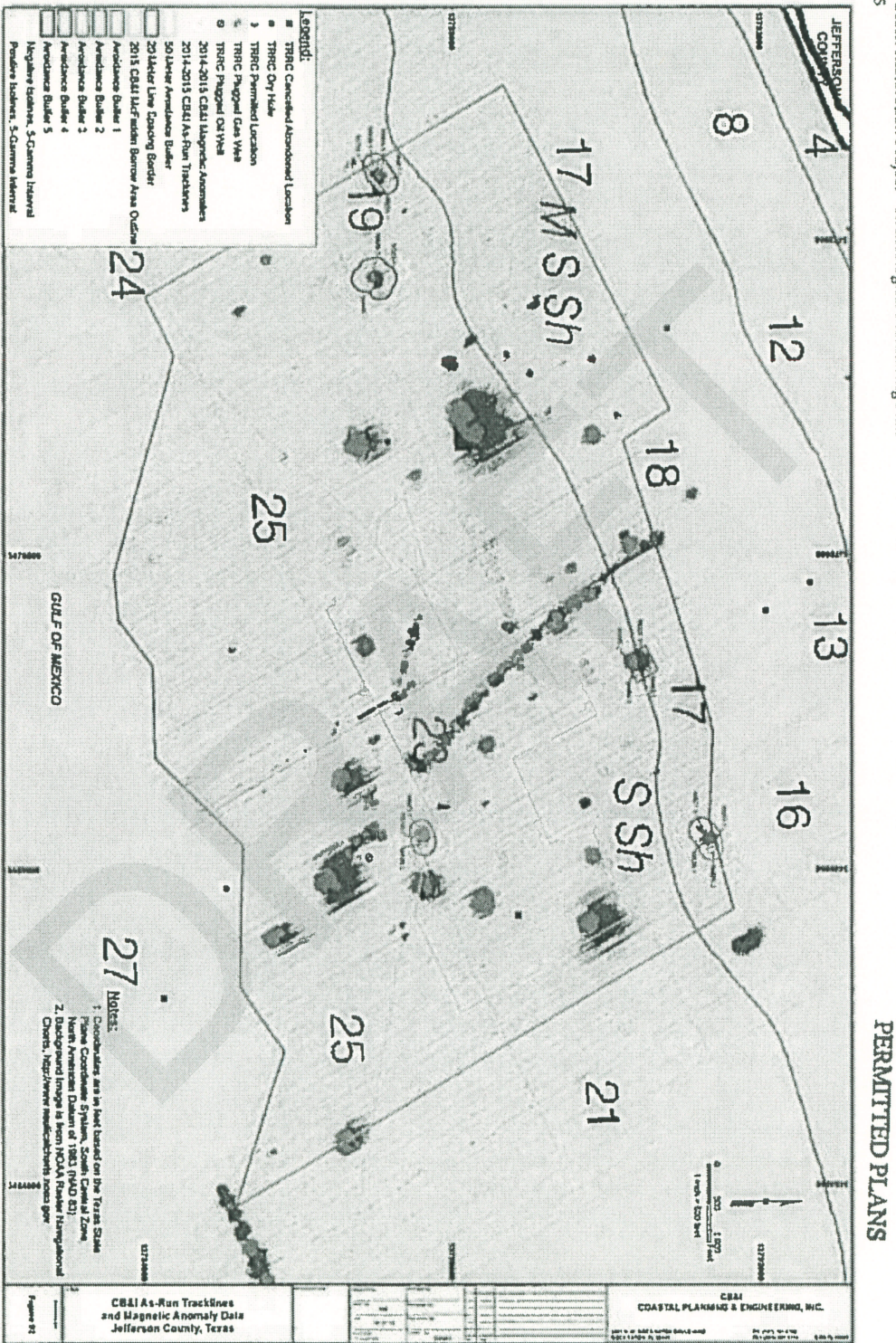


Figure 92. Cultural resource survey area with as-run tracklines, magnetic anomaly data, and charted wells.



Bryan W. Shaw, Ph.D., P.E., *Chairman*  
 Toby Baker, *Commissioner*  
 Jon Niermann, *Commissioner*  
 Richard A. Hyde, P.E., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 3, 2016

Mr. Jeffrey F. Pinsky, Project Manager  
 Galveston District CESWG-PE-RE  
 U.S. Army Corps of Engineers  
 P.O. Box 1229  
 Galveston, Texas 77553-1229

Re: USACE Permit Application No. SWG-2015-00444

Dear Mr. Pinsky:

This letter is in response to the Statement of Findings (SOF) dated October 26, 2016, for the Joint Public Notice dated April 14, 2016, on the Jefferson County Engineering Department proposal to restore approximately 20 miles of dune ridge and beach face by hydraulically pumping sediment from a 241-acre borrow site located in the Gulf of Mexico approximately 1.5 miles offshore from the project location. The project site includes approximately 20 miles of beach along the McFaddin National Wildlife Refuge (MNWR), a 1,021-acre strip of marsh located seaward of an existing berm, and an offshore borrow site in Chambers and Jefferson Counties.

The Texas Commission on Environmental Quality (TCEQ) has reviewed the public notice and related application information along with the SOF. On behalf of the Executive Director and based on our evaluation of the information contained in these documents, the TCEQ certifies that there is reasonable assurance that the project will be conducted in a way that will not violate water quality standards. General information regarding this water quality certification, including standard provisions of the certification, is included as an attachment to this letter.

The proposed work would involve hydraulically dredging 4.1 million cubic yards of sand from an approximately 241-acre borrow site located about 1.5 miles offshore of the project area, and placement of the material on the shoreline to reestablish 104,150 linear feet of beach/dune complex. The coastline to be restored is adjacent to the McFaddin National Wildlife Refuge in Chambers and Jefferson Counties, Texas.

Since the primary purpose of the project is to restore and protect habitat, compensatory mitigation has not been proposed.

The TCEQ has reviewed this proposed action for consistency with the Texas Coastal Management Program (CMP) goals and policies in accordance with the CMP regulations (Title 31, Texas Administrative Code (TAC), Section (§)505.30) and has determined that the action is consistent with the applicable CMP goals and policies.

This certification was reviewed for consistency with the CMP's development in critical areas policy (31 TAC §501.23) and dredging and dredged material disposal and placement policy (31 TAC §501.25). This certification complies with the CMP goals (31 TAC §501.12(1, 2, 3, 5)) applicable to these policies.



Mr. Jeffrey F. Pinsky  
U.S. Army Corps of Engineers  
USACE Permit Application No. SWG-2015-00444

Page 2

November 3, 2016

No review of property rights, location of property lines, nor the distinction between public and private ownership has been made, and this certification may not be used in any way with regard to questions of ownership.

If you require additional information or further assistance, please contact Mr. C. Brad Caston, Water Quality Assessment Section, Water Quality Division (MC-150), at (512) 239-4711 or by email at Charles.Caston@tceq.texas.gov.

Sincerely,



David W. Galindo  
Water Quality Division Director  
Texas Commission on Environmental Quality

DWG/CBC/tc

Attachment

ccs: Jefferson County Engineering Department, 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701  
Mr. Ray Newby, Texas General Land Office, P. O. Box 12873, Austin, Texas 78711-2873



Mr. Jeffrey F. Pinsky  
USACE Permit Application No. SWG-2015-00444  
Attachment – Dredge and Fill Certification  
Page 1 of 3  
November 3, 2016

**WORK DESCRIPTION:** As described in the public notice dated April 14, 2016, and the October 26, 2016, Environmental Assessment and Statement of Findings.

**SPECIAL CONDITIONS:** None

**GENERAL:** This certification, issued pursuant to the requirements of Title 30, Texas Administrative Code, Chapter 279, is restricted to the work described in the October 26, 2016, Environmental Assessment and Statement of Findings and shall be concurrent with the Corps of Engineers (COE) permit. This certification may be extended to any minor revision of the COE permit when such change(s) would not result in an impact on water quality. The Texas Commission on Environmental Quality (TCEQ) reserves the right to require full joint public notice on a request for minor revision.

**STANDARD PROVISIONS:** These following provisions attach to any permit issued by the COE and shall be followed by the permittee or any employee, agent, contractor, or subcontractor of the permittee during any phase of work authorized by a COE permit.

1. The water quality of wetlands shall be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the General, Narrative, and Numerical Criteria.
2. The applicant shall not engage in any activity which will cause surface waters to be toxic to man, aquatic life, or terrestrial life.
3. Permittee shall employ measures to control spills of fuels, lubricants, or any other materials to prevent them from entering a watercourse. All spills shall be promptly reported to the TCEQ by calling the State of Texas Environmental Hotline at 1-800-832-8224.
4. Sanitary wastes shall be retained for disposal in some legal manner. Marinas and similar operations which harbor boats equipped with marine sanitation devices shall provide state/federal permitted treatment facilities or pump out facilities for ultimate transfer to a permitted treatment facility. Additionally, marinas shall display signs in appropriate locations advising boat owners that the discharge of sewage from a marine sanitation device to waters in the state is a violation of state and federal law.
5. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.



Mr. Jeffrey F. Pinsky  
USACE Permit Application No. SWG-2015-00444  
Attachment – Dredge and Fill Certification  
Page 2 of 3  
November 3, 2016

6. A discharge shall not cause substantial and persistent changes from ambient conditions of turbidity or color. The use of silt screens or other appropriate methods is encouraged to confine suspended particulates.
7. The placement of any material in a watercourse or wetlands shall be avoided and placed there only with the approval of the Corps when no other reasonable alternative is available. If work within a wetland is unavoidable, gouging or rutting of the substrate is prohibited. Heavy equipment shall be placed on mats to protect the substrate from gouging and rutting if necessary.
8. Dredged Material Placement: Dredged sediments shall be placed in such a manner as to prevent any sediment runoff onto any adjacent property not owned by the applicant. Liquid runoff from the disposal area shall be retained on-site or shall be filtered and returned to the watercourse from which the dredged materials were removed. Except for material placement authorized by this permit, sediments from the project shall be placed in such a manner as to prevent any sediment runoff into waters in the state, including wetlands.
9. If contaminated spoil that was not anticipated or provided for in the permit application is encountered during dredging, dredging operations shall be immediately terminated and the TCEQ shall be contacted by calling the State of Texas Environmental Hotline at 1-800-832-8224. Dredging activities shall not be resumed until authorized by the Commission.
10. Contaminated water, soil, or any other material shall not be allowed to enter a watercourse. Noncontaminated storm water from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
11. Storm water runoff from construction activities that result in a disturbance of one or more acres, or are a part of a common plan of development that will result in the disturbance of one or more acres, must be controlled and authorized under Texas Pollutant Discharge Elimination System (TPDES) general permit TXR150000. A copy of the general permit, application (notice of intent), and additional information is available at:  
[http://www.tceq.texas.gov/permitting/stormwater/wq\\_construction.html](http://www.tceq.texas.gov/permitting/stormwater/wq_construction.html) or by contacting the TCEQ Storm Water & Pretreatment Team at (512) 239-4671.
12. Upon completion of earthwork operations, all temporary fills shall be removed from the watercourse/wetland, and areas disturbed during construction shall be seeded, ripped, or given some other type of protection to minimize subsequent soil erosion.



Mr. Jeffrey F. Pinsky  
USACE Permit Application No. SWG-2015-00444  
Attachment – Dredge and Fill Certification  
Page 3 of 3  
November 3, 2016

Any fill material shall be clean and of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters.

13. Disturbance to vegetation will be limited to only what is absolutely necessary. After construction, all disturbed areas will be revegetated to approximate the pre-disturbance native plant assemblage.
14. Where the control of weeds, insects, and other undesirable species is deemed necessary by the permittee, control methods which are nontoxic to aquatic life or human health shall be employed when the activity is located in or in close proximity to water, including wetlands.
15. Concentrations of taste and odor producing substances shall not interfere with the production of potable water by reasonable water treatment methods, impart unpalatable flavor to food fish including shellfish, result in offensive odors arising from the water, or otherwise interfere with reasonable use of the water in the state.
16. Surface water shall be essentially free of floating debris and suspended solids that are conducive to producing adverse responses in aquatic organisms, putrescible sludge deposits, or sediment layers which adversely affect benthic biota or any lawful uses.
17. Surface waters shall be essentially free of settleable solids conducive to changes in flow characteristics of stream channels or the untimely filling of reservoirs, lakes, and bays.
18. The work of the applicant shall be conducted such that surface waters are maintained in an aesthetically attractive condition and foaming or frothing of a persistent nature is avoided. Surface waters shall be maintained so that oil, grease, or related residue will not produce a visible film of oil or globules of grease on the surface or coat the banks or bottoms of the watercourse.
19. This certification shall not be deemed as fulfilling the applicant's/permittee's responsibility to obtain additional authorization/approval from other local, state, or federal regulatory agencies having special/specific authority to preserve and/or protect resources within the area where the work will occur.



## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

|  |  |                   |
|--|--|-------------------|
| Applicant: Jefferson County Engineering Department | File Number: SWG-2015-00444  | Date: 11/03/2016  |
| Attached is:                                       |  | See Section below |
| X  | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A                 |
|  | PROFFERED PERMIT (Standard Permit or Letter of permission)         | B                 |
|  | PERMIT DENIAL  | C                 |
|  | APPROVED JURISDICTIONAL DETERMINATION                              | D                 |
|  | PRELIMINARY JURISDICTIONAL DETERMINATION                           | E                 |

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.



**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

## **SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

### **POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Mr. Jeffrey F. Pinsky, Project Manager  
CESWG-RD-E, P.O. Box 1229  
Galveston, Texas 77553-1229  
Telephone: 409-766-3087; FAX: 409-766-6301

If you only have questions regarding the appeal process you may also contact:

Mr. Elliott Carman  
Administrative Appeals Review Officer (CESWD-PD-O)  
U.S. Army Corps of Engineers  
1100 Commerce Street, Suite 831  
Dallas, Texas 75242-1317  
469-487-7061

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.





ATTACHMENT B

USACE Permit Application Form

**U.S. ARMY CORPS OF ENGINEERS**  
**APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT**  
 33 CFR 325. The proponent agency is CECW-CO-R.

*Form Approved -*  
*OMB No. 0710-0003*  
*Expires: 30-SEPTEMBER-2015*

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

**PRIVACY ACT STATEMENT**

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

**(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)**

|                    |                      |                  |                              |
|--------------------|----------------------|------------------|------------------------------|
| 1. APPLICATION NO. | 2. FIELD OFFICE CODE | 3. DATE RECEIVED | 4. DATE APPLICATION COMPLETE |
|--------------------|----------------------|------------------|------------------------------|

**(ITEMS BELOW TO BE FILLED BY APPLICANT)**

|   |  |   |  |
|---|--|---|--|
| 5. APPLICANT'S NAME<br>First - Donald Middle - Last - Rao<br>Company - Jefferson County, Engineering Department<br>E-mail Address - drao@co.jefferson.tx.us |  | 8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)<br>First - Christine Middle - Last - Magers<br>Company - HDR Engineering, Inc.<br>E-mail Address - Christine.magers@hdrinc.com |  |
| 6. APPLICANT'S ADDRESS:<br>Address- 1149 Pearl Street, 5th Floor<br>City - Beaumont State - Texas Zip - 77701 Country - US                                  |  | 9. AGENT'S ADDRESS:<br>Address- 555 N. Carancahua, Suite 1600<br>City - Corpus Christi State - Texas Zip - 78401 Country - USA  |  |
| 7. APPLICANT'S PHONE NOS. w/AREA CODE<br>a. Residence b. Business c. Fax<br>409-835-8584  |  | 10. AGENTS PHONE NOS. w/AREA CODE<br>a. Residence b. Business c. Fax<br>361-696-3341  |  |

**STATEMENT OF AUTHORIZATION**

11. I hereby authorize, HDR Engineering, Inc. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

**NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY**

|  |  |  |  |
|--|--|--|--|
| 12. PROJECT NAME OR TITLE (see instructions)<br>McFaddin National Wildlife Refuge Beach Ridge Restoration Project                                    |  |  |  |
| 13. NAME OF WATERBODY, IF KNOWN (if applicable)<br>Gulf of Mexico  |  | 14. PROJECT STREET ADDRESS (if applicable)<br>Address<br>City - State - Zip- |  |
| 15. LOCATION OF PROJECT<br>Latitude: °N 29.648077 Longitude: °W -94.138454   |  |  |  |
| 16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)<br>State Tax Parcel ID N/A Municipality N/A<br>Section - N/A Township - N/A Range - N/A |  |  |  |



## 17. DIRECTIONS TO THE SITE

From the U.S. Army Corps of Engineers Office in Galveston, Texas, travel to the Port Bolivar - Galveston Ferry located on Ferry Road and take the ferry to Bolivar Peninsula. Continue straight onto State Highway (SH) 87 N for approximately 27 miles towards High Island, Texas. The western limits of the project is located approximately one mile east of the SH 87 and SH 124 intersection along the beach. The eastern limits of the project is located approximately 0.35 mile southeast of the McFaddin National Wildlife Refuge Headquarters located on Clam Lake Road.

## 18. Nature of Activity (Description of project, include all features)

The proposed project was authorized by permit SWG-2015-00444 on November 6, 2016. The permit authorized restoration of 104,150 linear feet of beach/dune complex along 20 miles of the McFaddin National Wildlife Refuge (MNRW), and the use of approximately 4.1 million cubic yards of sand, hydraulically dredged from a 241-acre borrow site located approximately 1.5 miles offshore of the project area. Jefferson County proposes to construct the remainder of this project (approximately 17 miles) in summer 2019 with the inclusion of seven permit amendments: (1) increase the fill density to 50 CY/LF (2) expand the currently permitted borrow area and add two new borrow areas, (3) place unsuitable overburden back into the previously determined Area of Potential Effects (APE), (4) add three new staging areas for construction equipment, (5) implement updated conservation measures based on recent Section 7 Intra-service coordination, (6) include modified archaeological surveys, and (7) modify Special Condition 5 regarding bathymetric survey of the borrow area (details are included in the cover letter).

## 19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The proposed project will restore the Chenier beach ridge, delay shoreline retreat, and help prevent breaching of the beach ridge by reducing the frequency and extent of seawater inundation to the interior marshes under normal tidal conditions for decades to come. The project can be described as re-building of the dune line and beach face with material similar to its native sand from a source outside of the Refuge. This results in a re-creation of historical dune heights and beach widths necessary for reducing shoreline retreat and protecting sensitive inland marshes.

## USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

## 20. Reason(s) for Discharge

Suitable sand material from 3 proposed borrow areas will be used to nourish approximately 17 miles of beach on the MNWR. Historically, the beach ridge prevented Gulf seawater from directly entering the marshes within what is now MNWR under all but storm tides. Today, water from the Gulf overtops the eroded ridge several times a year and directly impacts thousands of acres of fresh to intermediate marsh and submerged aquatic vegetation with each overtopping event. Therefore, the applicant proposes to restore degraded beach and beach ridge to eliminate salt water intrusion and reduce the loss of marsh.

## 21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

| Type                   | Type                  | Type                  |
|------------------------|-----------------------|-----------------------|
| Amount in Cubic Yards  | Amount in Cubic Yards | Amount in Cubic Yards |
| Sand material: 3.4 mcY |                       |                       |

## 22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres    Borrow Areas: 770 acres | Overburden: 1,650 acres | Beach and Dune Restoration: 1,150 acres  
 or  
 Linear Feet    Beach and Beach Ridge: 17 miles (89,760 ft)

## 23. Description of Avoidance, Minimization, and Compensation (see instructions)

The proposed project was unable to avoid impacts to jurisdictional waters of the U.S. However, the proposed project included alternative analyses for the beach profile, nourishment options and sand sources. The proposed project incorporates the least environmentally damaging alternatives that meet the purpose and need of the project (details are included in the cover letter).



24. Is Any Portion of the Work Already Complete? ☒ Yes ☐ No IF YES, DESCRIBE THE COMPLETED WORK

U.S. Army Corps of Engineers permit SWG-2015-00444, issued to the Jefferson County Engineering Department on November 03, 2016, authorizes restoration of 104,150 linear feet of beach/dune complex along 20 miles of the MNRW. A 3-mile portion of the 20 mile long beach ridge restoration project was constructed in April and May 2017. The proposed project herein would extend beach/ridge nourishment the remaining 17 miles.

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- BP American Production Co. - P.O. Box 3092

City - Houston State - Texas Zip - 77253

b. Address- U.S. Fish and Wildlife Service Easement (Bill White) - P.O. Box 35, Hwy 124

City - Stowell State - Texas Zip - 77551

c. Address- Texas Parks and Wildlife Department, Sea Rim State Park - 19335 S. Gulfway Drive

City - Sabine Pass State - Texas Zip - 77655

d. Address- Texas Department of Transportation, Houston District Office, 7600 Washington Avenue

City - Houston State - Texas Zip - 77007

e. Address- Texas Department of Transportation, Beaumont District Office, 8350 Eastex Freeway

City - Beaumont State - Texas Zip - 77708

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

| AGENCY | TYPE APPROVAL* | IDENTIFICATION<br>NUMBER | DATE APPLIED | DATE APPROVED | DATE DENIED |
|--------|----------------|--------------------------|--------------|---------------|-------------|
| USACE  | Section 10/404 | SWG-2015-00444           |              | 2016-11-03    |             |
|        |                |                          |              |               |             |
|        |                |                          |              |               |             |
|        |                |                          |              |               |             |

\* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.



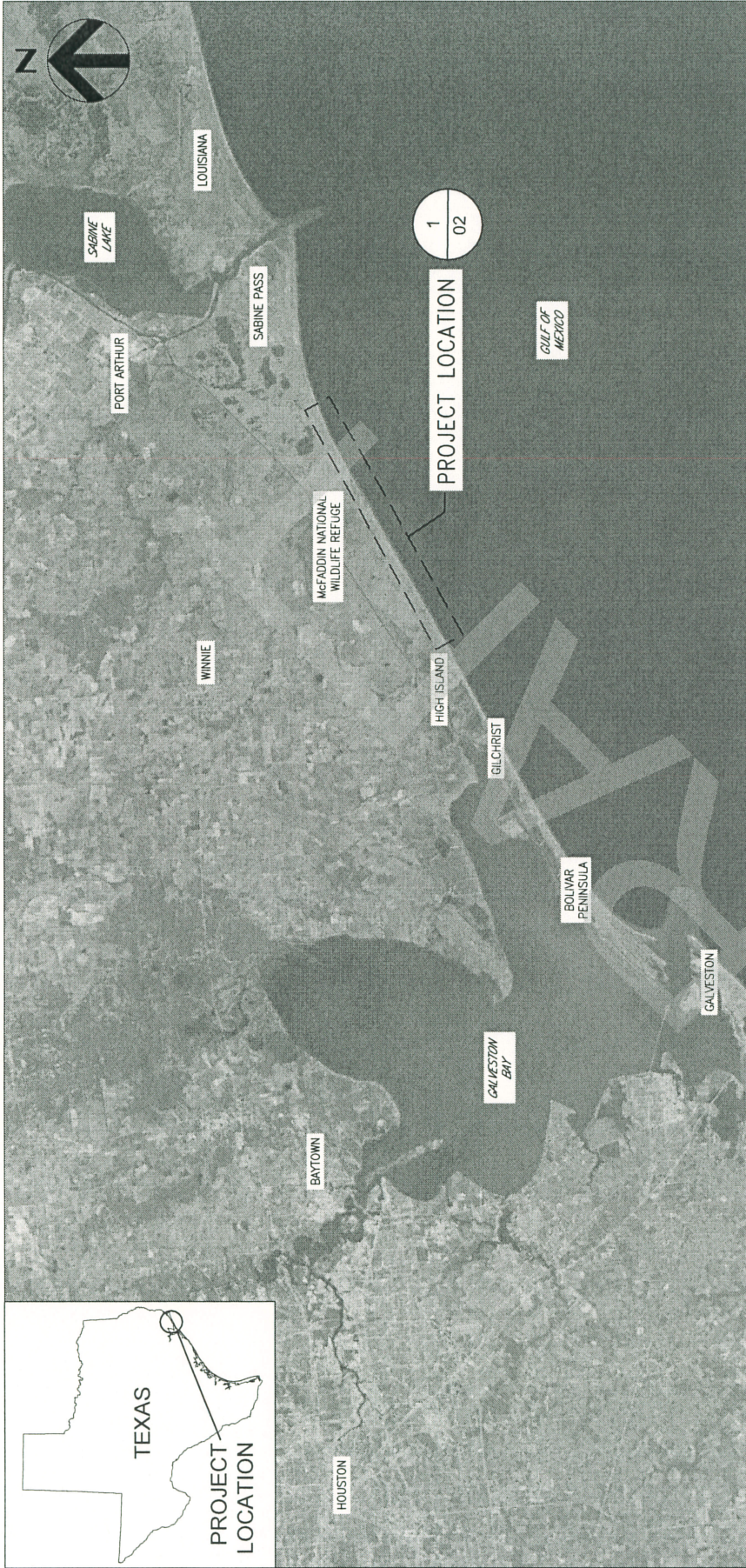


ATTACHMENT C

Updated Permit Drawings (Sheets 1-7)

DRAFT





## LOCATION MAP

N.T.S.

**NOTE:**

1. AERIAL PHOTOGRAPH WAS OBTAINED FROM DIGITALGLOBE SERVICES VIA ESRI'S ARCGIS ONLINE DATED FEBRUARY 2017.

FOR COE USE ONLY  
PERMIT APPLICATION NO.:  
APPLICANT NAME:  
SHEET OF

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

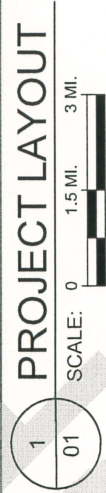
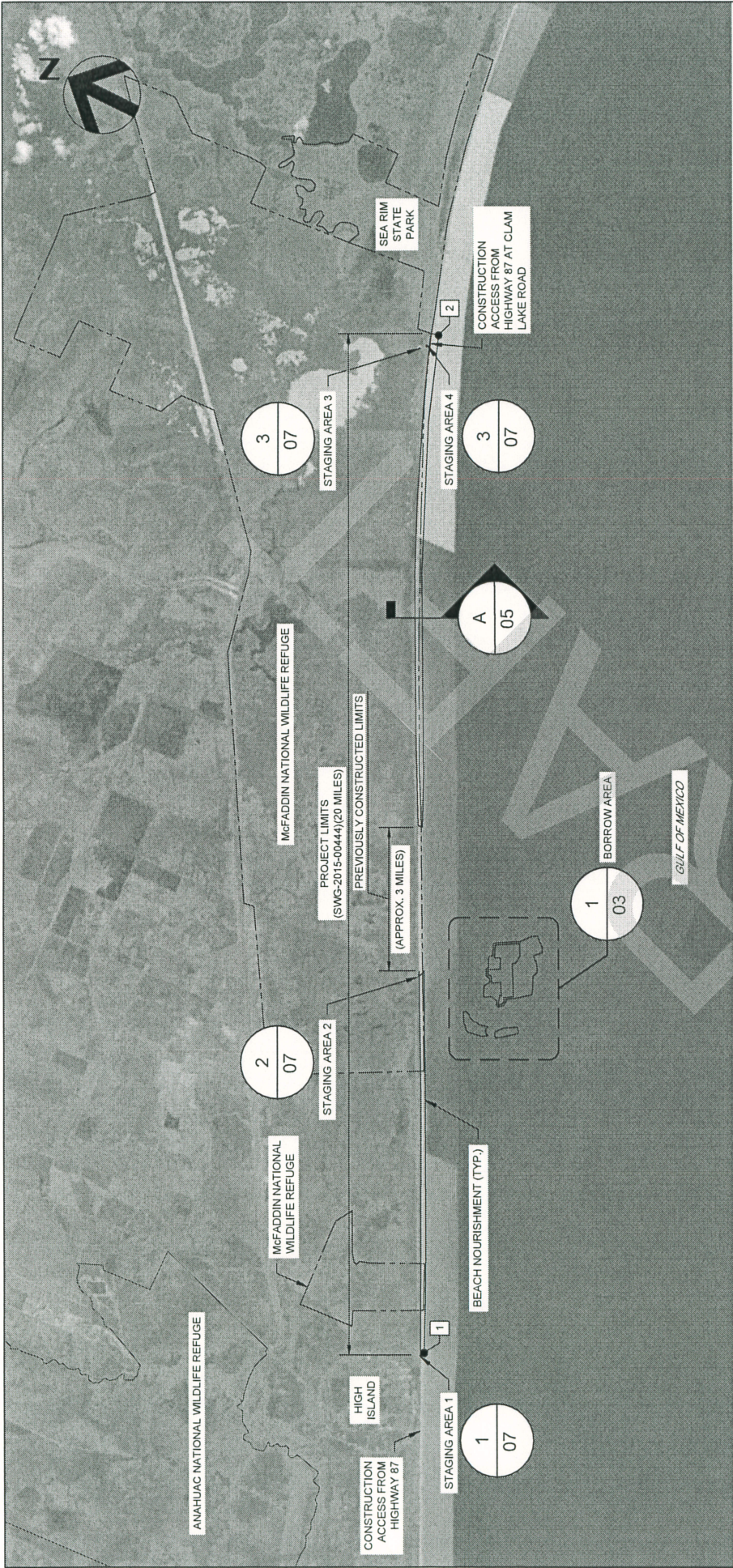
SHEET 01 OF 07

## PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

**HDR**  
Texas P.E. Firm  
Registration No. F-754





| APPROXIMATE PROJECT LIMITS |               |               |  |
|----------------------------|---------------|---------------|--|
| POINT NO.                  | LATITUDE      | LONGITUDE     |  |
| 1                          | N029.55554746 | W094.36965075 |  |
| 2                          | N029.66606029 | W094.06905734 |  |

NOTE:

1. AERIAL PHOTOGRAPH WAS OBTAINED FROM DIGITALGLOBE SERVICES VIA ESRIS ARCGIS ONLINE DATED FEBRUARY 2017.

FOR COE USE ONLY  
PERMIT APPLICATION NO.:  
APPLICANT NAME:  
SHEET OF

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

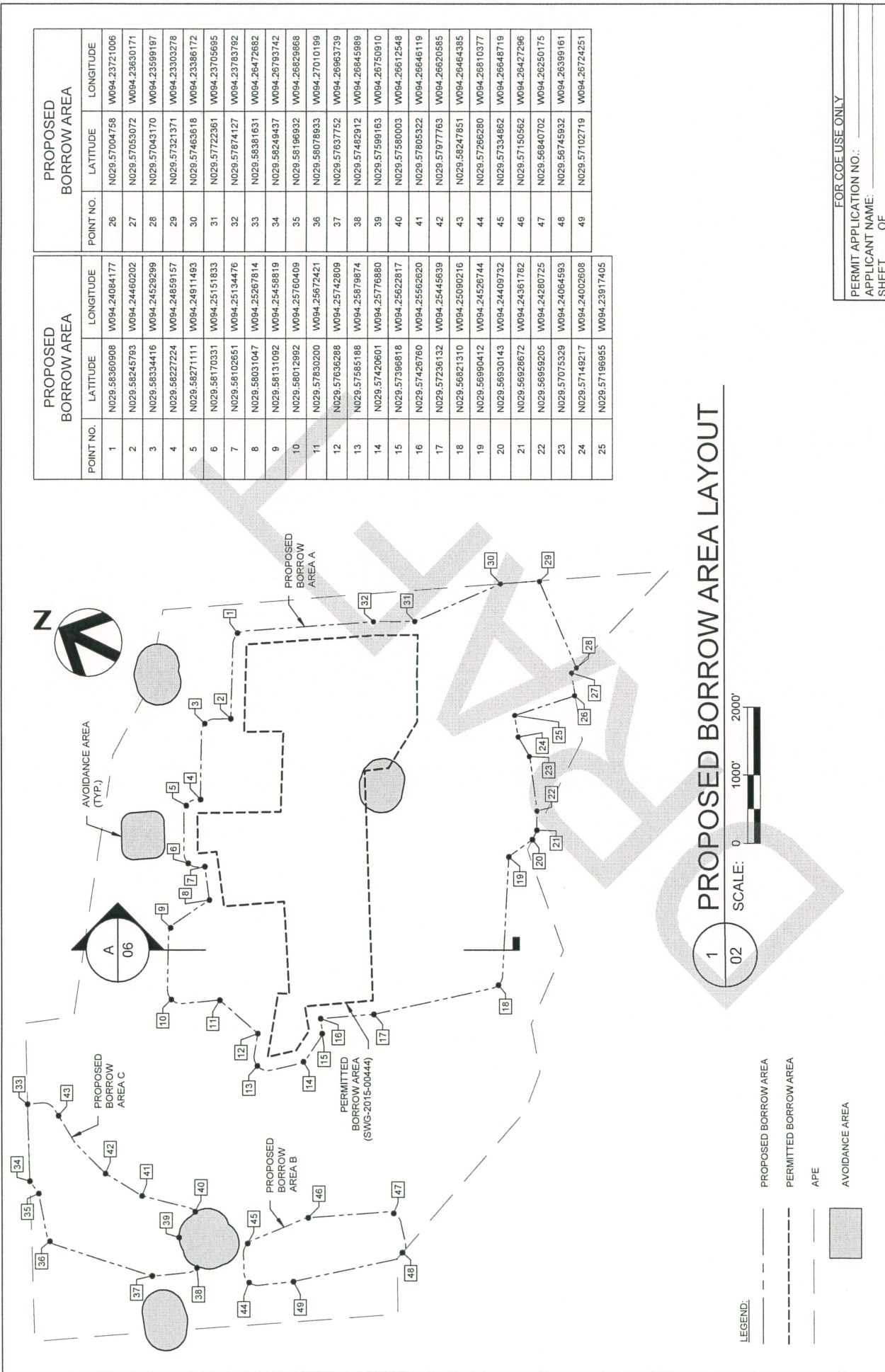
SHEET 02 OF 07

**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

**HDR**  
Texas P.E. Firm  
Registration No. F-754





| PROPOSED BORROW AREA |                |               | PROPOSED BORROW AREA |               |               |
|----------------------|----------------|---------------|----------------------|---------------|---------------|
| POINT NO.            | LATITUDE       | LONGITUDE     | POINT NO.            | LATITUDE      | LONGITUDE     |
| 1                    | N029.58360908  | W094.24084177 | 26                   | N029.57004758 | W094.23721006 |
| 2                    | N029.58245793  | W094.24460202 | 27                   | N029.57053072 | W094.23630171 |
| 3                    | N029.583334416 | W094.24529299 | 28                   | N029.57043170 | W094.23599197 |
| 4                    | N029.58227224  | W094.24859157 | 29                   | N029.57321371 | W094.23303278 |
| 5                    | N029.58271111  | W094.24911493 | 30                   | N029.57463618 | W094.23386172 |
| 6                    | N029.58170331  | W094.25151833 | 31                   | N029.57722361 | W094.23705695 |
| 7                    | N029.58102651  | W094.25134476 | 32                   | N029.57874127 | W094.23783792 |
| 8                    | N029.58031047  | W094.25267814 | 33                   | N029.58381631 | W094.26472682 |
| 9                    | N029.58131092  | W094.25458819 | 34                   | N029.58249437 | W094.26793742 |
| 10                   | N029.58012992  | W094.25760409 | 35                   | N029.58196932 | W094.26829668 |
| 11                   | N029.57830200  | W094.25672421 | 36                   | N029.58078633 | W094.27010199 |
| 12                   | N029.57636288  | W094.25742809 | 37                   | N029.57637752 | W094.26963739 |
| 13                   | N029.57585188  | W094.25879874 | 38                   | N029.57482912 | W094.26845989 |
| 14                   | N029.57420601  | W094.25776880 | 39                   | N029.57599163 | W094.26750910 |
| 15                   | N029.57396818  | W094.25622817 | 40                   | N029.57560003 | W094.26612548 |
| 16                   | N029.57428780  | W094.25562620 | 41                   | N029.57605322 | W094.26646119 |
| 17                   | N029.57236132  | W094.25445639 | 42                   | N029.57977763 | W094.26620585 |
| 18                   | N029.56821310  | W094.25090216 | 43                   | N029.58247851 | W094.26464385 |
| 19                   | N029.56990412  | W094.24526744 | 44                   | N029.57266280 | W094.26810377 |
| 20                   | N029.56930143  | W094.24409732 | 45                   | N029.57334862 | W094.26648719 |
| 21                   | N029.56928672  | W094.24381762 | 46                   | N029.57150562 | W094.26427296 |
| 22                   | N029.56959205  | W094.24280725 | 47                   | N029.56840702 | W094.26250175 |
| 23                   | N029.57075329  | W094.24064593 | 48                   | N029.56745932 | W094.26399161 |
| 24                   | N029.57149217  | W094.24002608 | 49                   | N029.57102719 | W094.26724251 |
| 25                   | N029.57196955  | W094.23917405 |                      |               |               |

FOR COE USE ONLY

PERMIT APPLICATION NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

SHEET 03 OF 07

**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

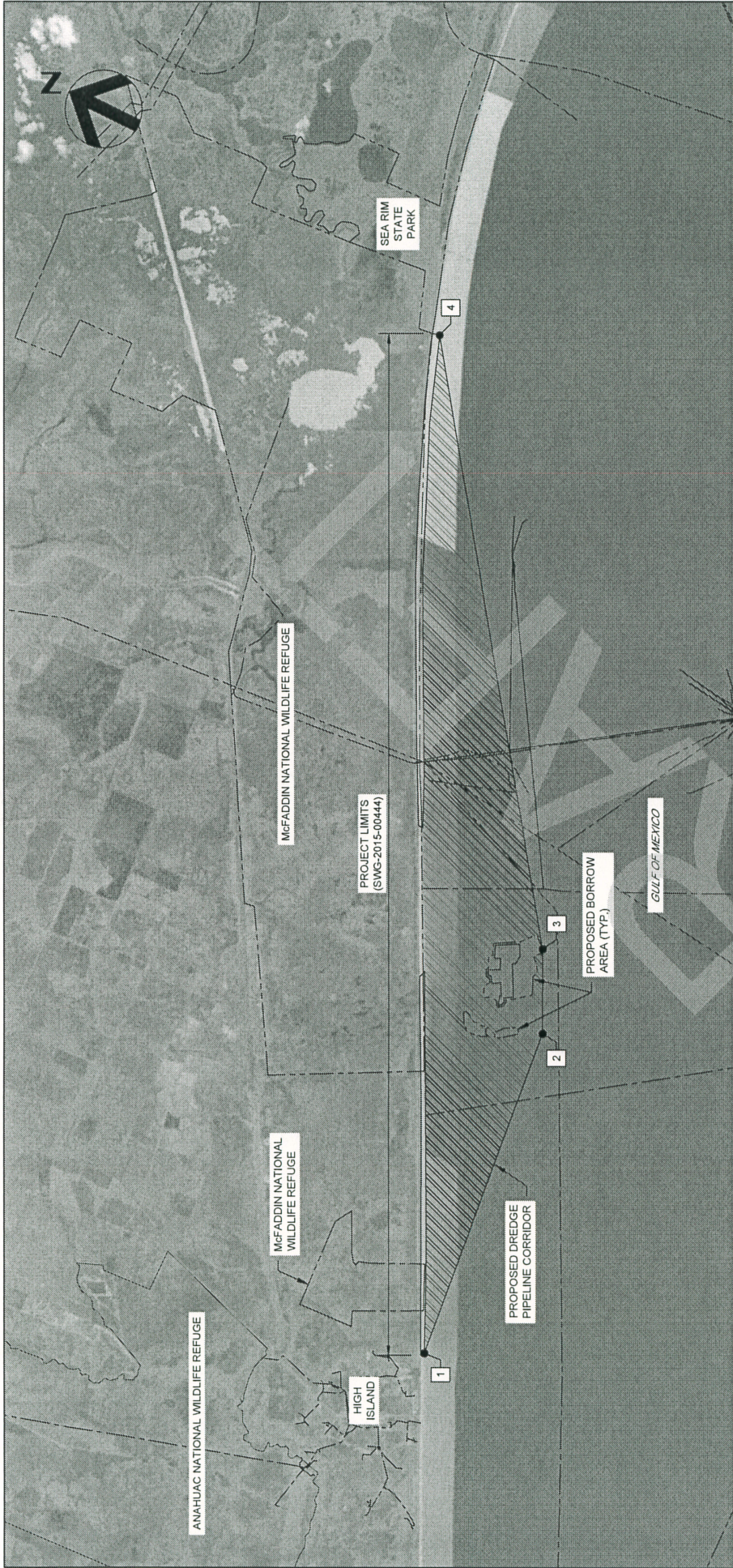
ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018

**HDR**  
Texas P.E. Firm  
Registration No. F-754





PROPOSED PIPELINE CORRIDOR



- LEGEND:**
- PROPOSED DREDGE PIPELINE CORRIDOR
  - EXISTING OIL & GAS PIPELINES (TRRC DATABASE 2013)
- NOTE:**
- AERIAL PHOTOGRAPH WAS OBTAINED FROM DIGITALGLOBE SERVICES VIA ESRI'S ARCGIS ONLINE DATED FEBRUARY 2017.

| PROPOSED DREDGE PIPELINE CORRIDOR |               |               |  |
|-----------------------------------|---------------|---------------|--|
| POINT NO.                         | LATITUDE      | LONGITUDE     |  |
| 1                                 | N029.55554746 | W094.36965075 |  |
| 2                                 | N029.56099037 | W094.26078035 |  |
| 3                                 | N029.57043170 | W094.23599197 |  |
| 4                                 | N029.66606029 | W094.06905734 |  |

FOR COE USE ONLY

PERMIT APPLICATION NO. \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

SHEET 04 OF 07

**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018



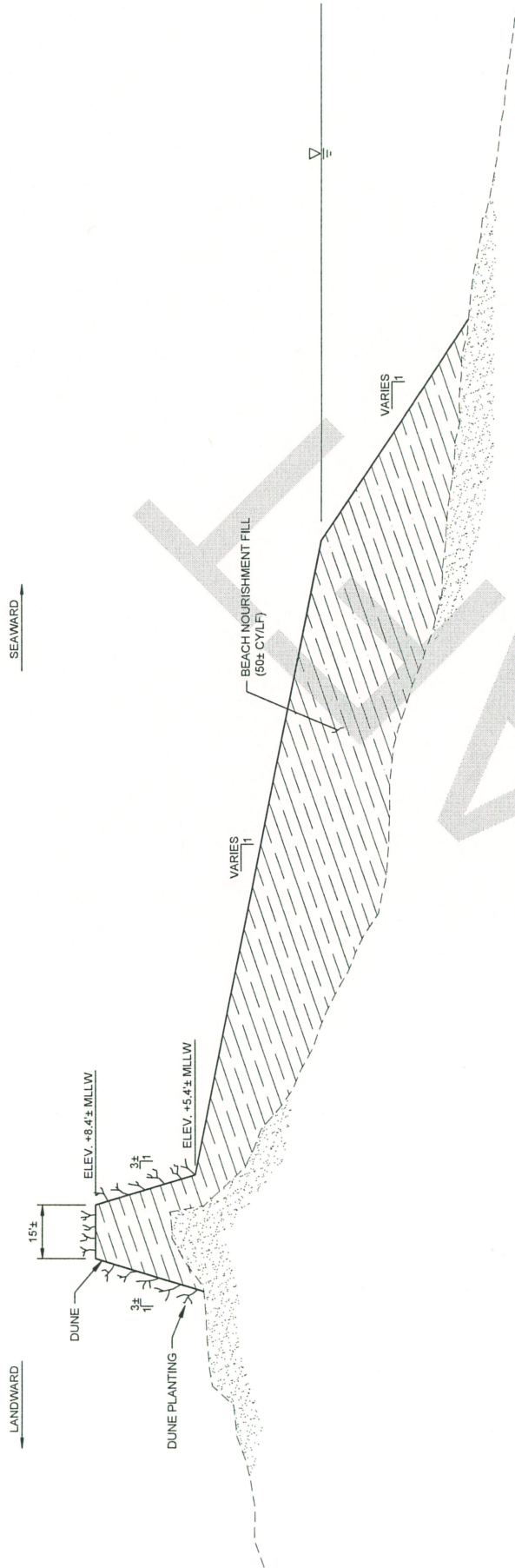
Texas P.E. Firm  
Registration No. F-754

Activity: BEACH RIDGE RESTORATION & NOURISHMENT

Applicant: JEFFERSON COUNTY

Date: 12-05-2018





**TYPICAL SECTION - BEACH NOURISHMENT**

A  
02 N.T.S.

FOR COE USE ONLY  
PERMIT APPLICATION NO.:  
APPLICANT NAME:  
SHEET OF

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

SHEET 05 OF 07

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

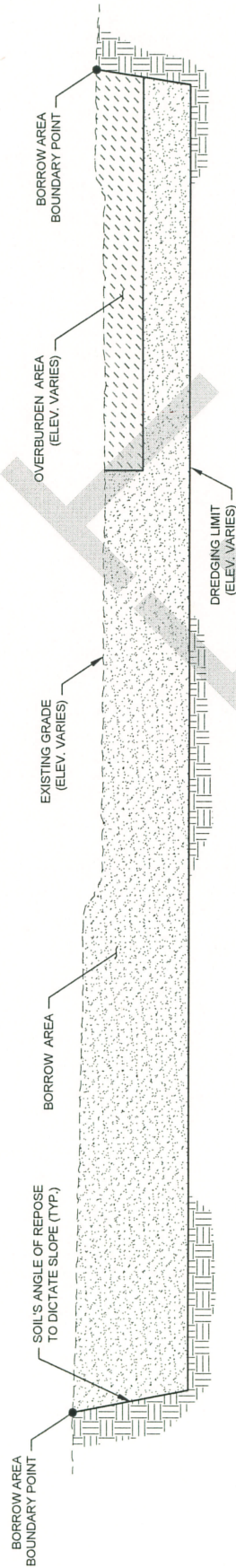
DATE: 12-05-2018

**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF  
PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR,  
P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED  
FOR CONSTRUCTION OR BIDDING PURPOSES.

**HDR**  
Texas P.E. Firm  
Registration No. F-754





**TYPICAL SECTION - PROPOSED BORROW AREA**

A  
03  
N.T.S.

FOR COE USE ONLY  
PERMIT APPLICATION NO.:  
APPLICANT NAME:  
SHEET OF

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

SHEET 06 OF 07

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

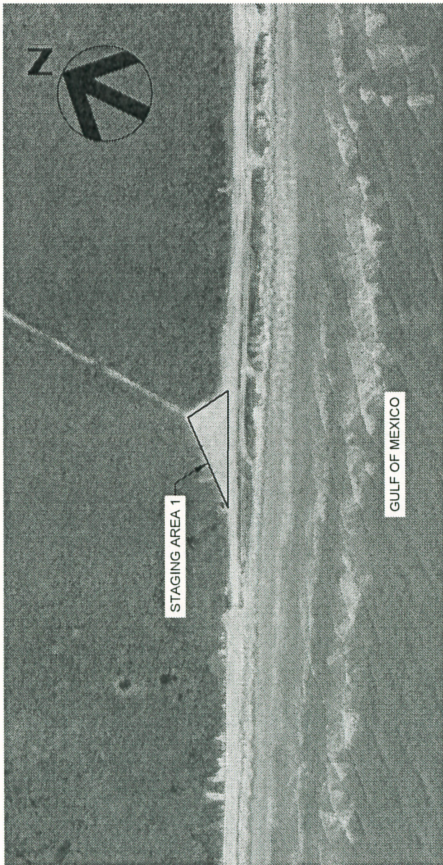
APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018

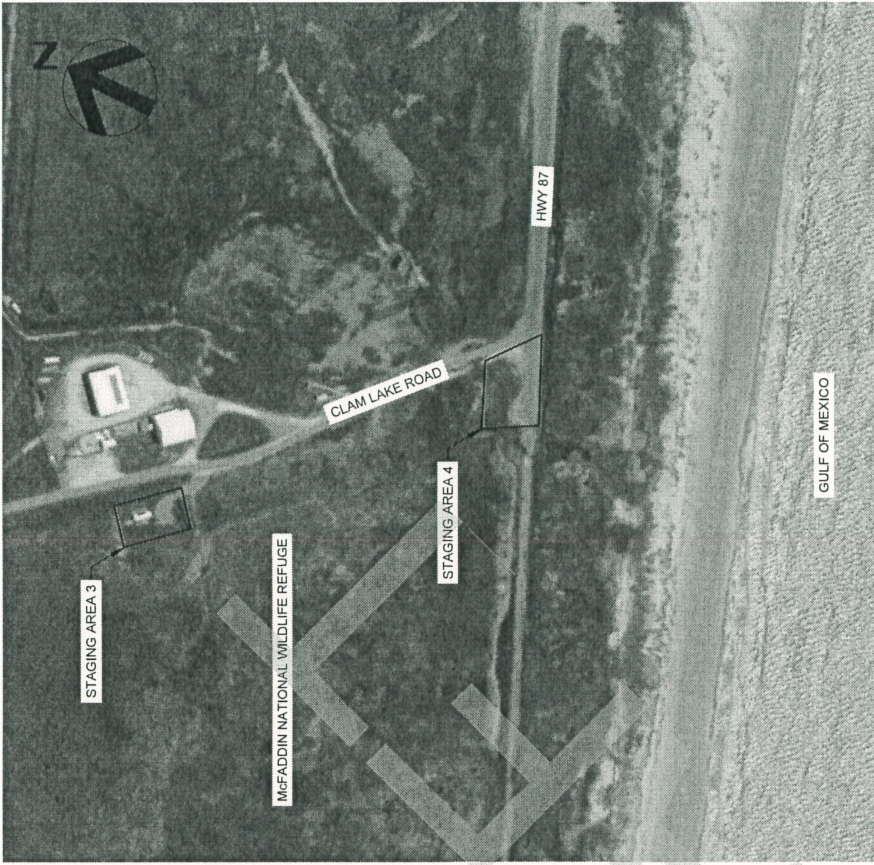
**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

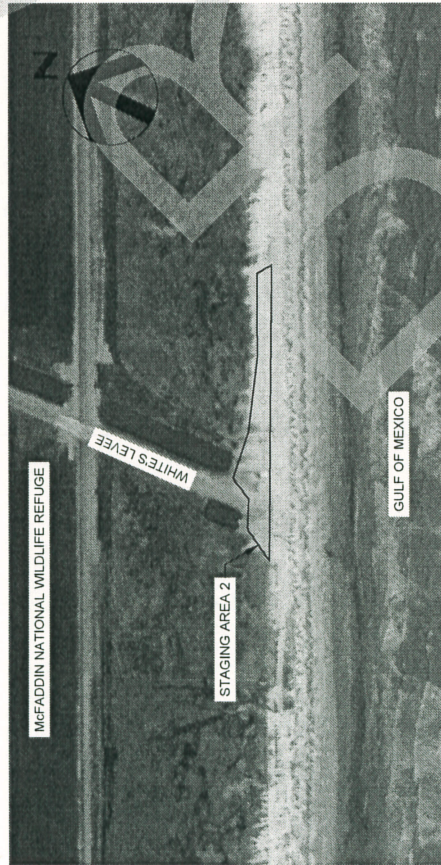




1  
02  
STAGING AREA 1  
N.T.S.



3  
02  
STAGING AREA 3 AND 4  
N.T.S.



2  
02  
STAGING AREA 2  
N.T.S.

|                         |    |
|-------------------------|----|
| FOR COE USE ONLY        |    |
| PERMIT APPLICATION NO.: |    |
| APPLICANT NAME:         |    |
| SHEET                   | OF |

ACTIVITY: BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY

DATE: 12-05-2018

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

SHEET 07 OF 07

**PRELIMINARY**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF  
PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR,  
P.E. TX. 126679 ON 12-05-2018. IT IS NOT TO BE USED  
FOR CONSTRUCTION OR BIDDING PURPOSES.





ATTACHMENT D

Texas Consistency with Coastal Management Program Form

# CONSISTENCY WITH THE TEXAS COASTAL MANAGEMENT PROGRAM

THE APPLICANT SHOULD SIGN THIS STATEMENT AND  
RETURN WITH APPLICATION PACKET TO:

COASTAL PERMIT SERVICE CENTER  
TAMU-GALVESTON  
P.O. BOX 1675  
GALVESTON, TX 77553-1675  
FAX: (409) 741-4010

## FOR USACE USE ONLY:

PERMIT #: \_\_\_\_\_

PROJECT MGR: \_\_\_\_\_

## APPLICANT'S NAME AND ADDRESS (PLEASE PRINT):

Title  First  Last  Suffix

Mailing Address  Home

Work

City  State  Zip Code  Mobile

Country  Email  Fax

The Texas Coastal Management Program (CMP) coordinates state, local, and federal programs for the management of Texas coastal resources. Activities within the CMP boundary must comply with the enforceable policies of the Texas Coastal Management Program and be conducted in a manner consistent with those policies. The boundary definition is contained in the CMP rules (31 TAC §503.1).

- To determine whether your proposed activity lies within the CMP boundary, please contact the Permit Service Center at [permitting.assistance@glo.texas.gov](mailto:permitting.assistance@glo.texas.gov)

## PROJECT DESCRIPTION:

Is the proposed activity at a waterfront site or within coastal, tidal, or navigable waters? ☒ Yes ☐ No

If Yes, name affected coastal, tidal, or navigable waters:

Is the proposed activity water dependent? ☒ Yes ☐ No (31 TAC §501.3(a)(14))

<http://tinyurl.com/CMPdefinitions>

Please briefly describe the project and all possible effects on coastal resources:

The proposed project includes hydraulically dredging suitable sand material approximately 1.5 miles offshore of the beach/dune restoration project located in Jefferson and Chamber Counties, Texas. The project is water dependent because it includes dredging sand from the Gulf of Mexico that will be used to restore approximately 104,500 linear feet of beach and dune complex. The project was authorized under permit SWG-2015-00444 on November 6, 2016, and three miles of the project were completed in April and May 2017. The applicant proposes to complete the restoration of the remaining 17 miles.

Indicate area of impact:  ☒ acres or ☐ square feet

## ADDITIONAL PERMITS/ AUTHORIZATIONS REQUIRED:

- ☐ Coastal Easement - Date application submitted: \_\_\_\_\_
- ☐ Coastal Lease - Date application submitted: \_\_\_\_\_
- ☐ Stormwater Permit- Date application submitted: \_\_\_\_\_
- ☒ Water Quality Certification - Date application submitted:
- ☒ Other state/federal/local permits/authorizations required: \_\_\_\_\_

**USACE Section 10/404 permit - SWG-2015-00444**



The proposed activity must not adversely affect coastal natural resource areas (CNRAs).

**PLEASE CHECK ALL COASTAL NATURAL RESOURCE AREAS THAT MAY BE AFFECTED:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Coastal Barriers               | <input type="checkbox"/> Critical Erosion Areas          | <input checked="" type="checkbox"/> Submerged Lands          |
| <input type="checkbox"/> Coastal Historic Areas         | <input checked="" type="checkbox"/> Gulf Beaches         | <input type="checkbox"/> Submerged Aquatic Vegetation        |
| <input checked="" type="checkbox"/> Coastal Preserves   | <input type="checkbox"/> Hard Substrate Reefs            | <input type="checkbox"/> Tidal Sand or Mud Flats             |
| <input checked="" type="checkbox"/> Coastal Shore Areas | <input type="checkbox"/> Oyster Reefs                    | <input checked="" type="checkbox"/> Waters of Gulf of Mexico |
| <input type="checkbox"/> Coastal Wetlands               | <input checked="" type="checkbox"/> Special Hazard Areas | <input type="checkbox"/> Waters Under Tidal Influence        |
| <input checked="" type="checkbox"/> Critical Dune Areas |  |  |

*The applicant affirms that the proposed activity, its associated facilities, and their probable effects comply with the relevant enforceable policies of the CMP, and that the proposed activity will be conducted in a manner consistent with such policies.*

**PLEASE CHECK ALL APPLICABLE ENFORCEABLE POLICIES:**

<http://tinyurl.com/CMPpolicies>

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | §501.15 Policy for Major Actions  |
| <input type="checkbox"/>            | §501.16 Policies for Construction of Electric Generating and Transmission Facilities  |
| <input type="checkbox"/>            | §501.17 Policies for Construction, Operation, and Maintenance of Oil and Gas Exploration and Production Facilities              |
| <input type="checkbox"/>            | §501.18 Policies for Discharges of Wastewater and Disposal of Waste from Oil and Gas Exploration and Production Activities      |
| <input type="checkbox"/>            | §501.19 Policies for Construction and Operation of Solid Waste Treatment, Storage, and Disposal Facilities                      |
| <input type="checkbox"/>            | §501.20 Policies for Prevention, Response and Remediation of Oil Spills   |
| <input type="checkbox"/>            | §501.21 Policies for Discharge of Municipal and Industrial Wastewater to Coastal Waters   |
| <input type="checkbox"/>            | §501.22 Policies for Nonpoint Source (NPS) Water Pollution  |
| <input type="checkbox"/>            | §501.23 Policies for Development in Critical Areas  |
| <input type="checkbox"/>            | §501.24 Policies for Construction of Waterfront Facilities and Other Structures on Submerged Lands                              |
| <input checked="" type="checkbox"/> | §501.25 Policies for Dredging and Dredged Material Disposal and Placement   |
| <input checked="" type="checkbox"/> | §501.26 Policies for Construction in the Beach/Dune System  |
| <input checked="" type="checkbox"/> | §501.27 Policies for Development in Coastal Hazard Areas  |
| <input type="checkbox"/>            | §501.28 Policies for Development Within Coastal Barrier Resource System Units and Otherwise Protected Areas on Coastal Barriers |
| <input checked="" type="checkbox"/> | §501.29 Policies for Development in State Parks, Wildlife Management Areas or Preserves   |
| <input type="checkbox"/>            | §501.30 Policies for Alteration of Coastal Historic Areas   |
| <input type="checkbox"/>            | §501.31 Policies for Transportation Projects  |
| <input type="checkbox"/>            | §501.32 Policies for Emission of Air Pollutants   |
| <input type="checkbox"/>            | §501.33 Policies for Appropriations of Water  |
| <input type="checkbox"/>            | §501.34 Policies for Levee and Flood Control Projects   |



Please explain how the proposed project is consistent with the applicable enforceable policies identified above. Please use additional sheets if necessary. *For example: If you are constructing a pier with a covered boathouse, then the applicable enforceable policy is: §501.24 Policies for Construction of Waterfront Facilities and Other Structures on Submerged Lands. The project is consistent because it will not interfere with navigation, natural coastal processes, and avoids/minimizes shading.*

501.25 - the purpose of the proposed project is to enhance the beach/dune complex located along 20 miles of beach in Jefferson and Chamber Counties, Texas. Therefore, the project will not result in adverse effects to coastal waters, submerged lands, critical areas, coastal shore areas, or Gulf beaches. The project has been designed to have minimal to no adverse effects from dredging or placement of dredged material.

501.26 - the proposed project will result in a net gain of beach, dunes, and dune vegetation. The proposed project will not adversely effect critical dune areas.

501.27 - the proposed project will result in a net gain of beach, dunes, and dune vegetation. The proposed project will restore eroded areas.

501.29 - the proposed project is being coordinated with the McFaddin National Wildlife Refuge and the Texas General Land Office.

BY SIGNING THIS STATEMENT, THE APPLICANT IS STATING THAT THE PROPOSED ACTIVITY COMPLIES WITH THE TEXAS COASTAL MANAGEMENT PROGRAM AND WILL BE CONDUCTED IN A MANNER CONSISTENT WITH SUCH PROGRAM

Signature of Applicant/Agent

Date

*Any questions regarding the Texas Coastal Management Program should be referred to:*

Allison Buchtien  
Texas General Land Office  
1001 Texas Clipper Road, BLDG 3026, Room 912  
Galveston, Texas 77554  
Phone: (409) 741-4057  
Fax: (409) 741-4010  
Toll Free: 1-866-894-7664

Texas General Land Office  
Coastal Protection Division  
1700 North Congress Avenue, Room 330  
Austin, Texas 78701-1495  
Toll Free: 1-800-998-4GLO  
[federal.consistency@glo.texas.gov](mailto:federal.consistency@glo.texas.gov)





ATTACHMENT E

TCEQ Tier II Section 401 Certification Form



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### Tier II 401 Certification Questionnaire

#### Applicant Information:

Name: Donald Rao, Jefferson County, Engineering Department  
 Address: 1149 Pearl Street, 5<sup>th</sup> Floor  
 Beaumont, Texas 77701

#### Authorized Agent Information:

Name: Christine Magers  
 Company: HDR, Inc.  
 Email: [Christine.Magers@hdrinc.com](mailto:Christine.Magers@hdrinc.com)  
 Address: 555 N. Carancahua, Suite 1600  
 Corpus Christi, TX 78401  
 Phone: (361) 696-3341

#### **I. Impacts to surface water in the State, including wetlands**

- A. What is the area of surface water in the State, including wetlands that will be disturbed, altered or destroyed by the proposed activity?

*The proposed activity is anticipated to impact approximately 770 acres of Gulf of Mexico bottom sediments by the dredging of sand. Suitable sand material will be dredged from three borrow areas located in the Gulf of Mexico approximately 1.5 miles off-shore of the beach/dune restoration site, and will be placed along an approximately 89,760 linear feet of beach.*

- B. Is compensatory mitigation proposed? If yes, submit a copy of the mitigation plan. If no, explain why not.

*No known natural resources are within the footprint of the proposed project (dredge and restoration). No compensatory mitigation is proposed. The proposed project will result in an overall net gain of beach and dune complex.*

- C. Please complete the attached Alternatives Analysis Checklist.

*Please see attached Alternatives Analysis Checklist*





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### II. Disposal of waste materials

- A. Describe the methods for disposing of materials recovered from the removal or destruction of existing structures.

*The proposed project will not remove or destroy existing structures.*

- B. Describe the methods for disposing of sewage generated during construction. If the proposed work establishes a business or a subdivision, describe the method for disposing of sewage after completing the project.

*It is anticipated that the construction contractor would provide portable toilets that would be regularly serviced and removed at the end of construction. Trash and debris from construction would be removed daily offsite to an appropriate trash receptacle or landfill.*

- C. For marinas, describe plans for collecting and disposing of sewage from marine sanitation devices. Also, discuss provisions for the disposing of sewage generated from day-to-day activities.

*The proposed project is not a marina so plans associated with marine sanitation are not applicable.*

### III. Water quality impacts

- A. Describe the methods to minimize the short-term and long-term turbidity and suspended solids in the waters being dredged and/or filled. Also, describe the type of sediment (sand, clay, etc.) that will be dredged or used for fill.

*Suitable sand material from the proposed borrow areas in the Gulf of Mexico will be hydraulically dredged and transported to the restoration area on the beach through a pipeline and booster system. Turbidity resulting from the dredge and restoration activities will be short term. Overburden material not suitable for beach nourishment will be placed within overburden sites within the previously reviewed Area of Potential Effects (APE) (see existing USACE Permit SWG-2015-00444).*

- B. Describe measures that will be used to stabilize disturbed soil areas, including: dredge material mounds, new levees or berms, building sites, and construction work areas. The description should address both short-term (construction related) and long-term



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

(normal operation or maintenance) measures. Typical measures might include containment structures, drainage modifications, sediment fences, or vegetative cover. Special construction techniques intended to minimize soil or sediment disruption should also be described.

*Sand placed on the beach/dune complex for restoration will not be stabilized. Placed sand that migrates alongshore after placement is considered indirect beach nourishment and part of the natural near-shore sand source.*

- C. Discuss how hydraulically dredged materials will be handled to ensure maximum settling of solids before discharging the decant water. Plans should include a calculation of minimum settling times with supporting data (Reference: Technical Report, DS- 7810, Dredge Material Research Program, GUIDELINES FOR DESIGNING, OPERATING, AND MAINTAINING DREDGED MATERIAL CONTAINMENT AREAS). If future maintenance dredging will be required, the disposal site should be designed to accommodate additional dredged materials. If not, please include plans for periodically removing the dried sediments from the disposal area.

*Dredging of the proposed borrow area will include a cutter head dredge. Dredged material will be transported to the restoration area on the beach/dune complex through a pipeline and booster system. As dredged material is discharged onto the beach, heavy equipment operators will create temporary earthen training berms, which will partially contain and direct the slurry exiting the dredge pipe. As this slurry runs along the beach, sediment will settle out within the project area and water will return to the Gulf. As sediment builds up in front of the pipe, heavy equipment will grade the sediment to meet the project template. This is a continuous process.*

*No maintenance dredging is included in this permit application.*

- D. Describe any methods used to test the sediments for contamination, especially when dredging in an area known or likely to be contaminated, such as downstream of municipal or industrial wastewater discharges.

*No sediment testing is planned for the proposed project.*





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### Tier II Alternatives Analysis Checklist

#### I. Alternatives

- A. How could you satisfy your needs in ways which do not affect surface water in the State?

*The proposed project would not have the desired effect of beach and dune restoration of a historically eroding beach if moved to a different site. Furthermore, the borrow areas are located in an area that are known to accrete and contain suitable sand material from the same system as the restoration area.*

- B. How could the project be re-designed to fit the site without affecting surface water in the State?

*As a beach/dune complex restoration project, the project cannot be redesigned to avoid affecting surface waters of the State.*

- C. How could the project be made smaller and still meet your needs?

*The size of the proposed project represents the minimal size required to achieve the project goals.*

- D. What other sites were considered?

1. What geographical area was searched for alternative sites?

*None. The proposed site was chosen due to the extreme amount of erosion that has occurred, and is one of the Texas General Land Office's (GLO's) Coastal Erosion Planning and Response Act (CEPRA) projects.*

2. How did you determine whether other non-wetland sites are available for development in the area?

*No other sites met the criteria of the project goals.*

3. In recent years, have you sold or leased any lands located within the vicinity of the project? If so, why were they unsuitable for the project?

*No*

- E. What are the consequences of not building the project?



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Continued erosion of the beach/dune complex and the loss of valuable marsh habitat located within the McFaddin National Wildlife Refuge.*

### II. Comparison of alternatives

#### A. How do the costs compare for the alternatives considered above?

*The dredged material from the proposed borrow areas that will be placed on the beach and dune complex is from the same system. The loss of sand to the system results in reduced storm protection and the loss of coastal beach habitat in the event of a tropical storm impact.*

#### B. Are there logistical (location, access, transportation, etc.) reasons that limit the alternatives considered?

*Yes, the Pilot Project, which included nourishment of approximately 3 miles of beach and dune complex, was completed in April and May 2017. The proposed project extends restoration from the already completed portion of work, and includes using suitable sand material within the existing APE.*

#### C. Are there technological limitations for the alternatives considered?

*There are no known technological limitations for the alternatives considered.*

#### D. Are there other reasons certain alternatives are not feasible?

*There are no other reasons certain alternatives are not feasible besides those described above.*

### III. If you have not chosen an alternative which would avoid impacts to surface water in the State, please explain:

#### A. Why your alternative was selected, and

*The selected site was the only site available that met the projects purpose and need.*

#### B. What you plan to do to minimize adverse effects on the surface water in the State impacted.





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*The materials to be placed in the project area as part of this project will be beach quality sand. Impacts to turbidity will be minimal and very short-term. Because the material to be placed is beach quality sand, the proportion of fine sediments will be low. Likewise, because the project is located in such a dispersive environment, any suspended sediment is quickly dissipated.*

- IV. Please provide a comparison of each criteria (from Part II) for each site evaluation in the alternatives analysis.

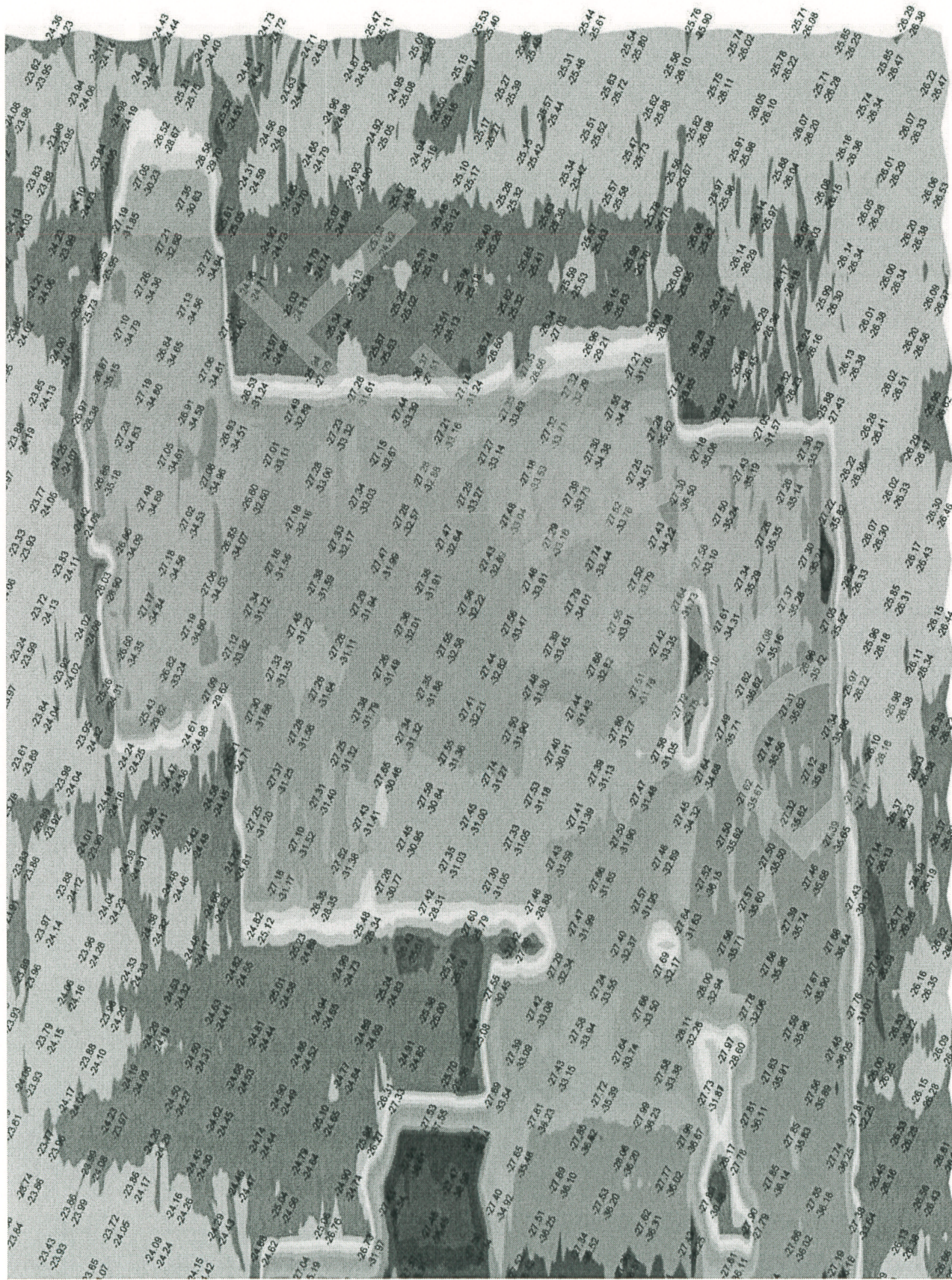
N/A



ATTACHMENT F

Isopach Map





# ISOPACH - BORROW AREA

SCALE: 0 150' 300'





## ATTACHMENT G

### Property Owner Information

DRAFT



# LEGEND



Property Boundaries

DATA SOURCE: Jefferson County, Chambers County, USFWS, TPWD



0 4  
Miles

INFORMATIONAL PURPOSES ONLY. DOES NOT REPRESENT ON-THE-GROUND SURVEY. ONLY APPROXIMATE LOCATION OF PROPERTY BOUNDARIES.



Service Layer Credits: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

HCR

## ADJACENT PROPERTY OWNERS MCFADDIN NWR RESTORATION ATTACHMENT G





# ORDINANCE

STATE OF TEXAS                   §                   COMMISSIONERS' COURT  
   §  
COUNTY OF JEFFERSON   §                   OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17<sup>th</sup> day of December, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Ordinance was adopted:

**ORDINANCE PROHIBITING  
MUNICIPAL OR INDUSTRIAL SOLID WASTE DISPOSAL IN CERTAIN AREAS OF  
JEFFERSON COUNTY, TEXAS**

**PREAMBLE**

**WHEREAS**, Section 363.112 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in certain areas of the county; and

**WHEREAS**, Section 364.012 of the Texas Health and Safety Code authorizes a county to prohibit the disposal of municipal or industrial solid waste in the county If the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare; and

**WHEREAS**, the Commissioners Court of Jefferson County, Texas has a responsibility and the authority to take action to protect the public health, safety, and welfare of the citizens of Jefferson County; and

**WHEREAS**, the Commissioners Court of Jefferson County understands the importance of protecting floodplains from landfill development in order to protect ground water and surface water resources from contamination; and

**WHEREAS**, the Commissioners Court recognizes the need to protect emergency secondary water sources such as drainage systems constructed by the Jefferson County Drainage Districts, the Neches River, Hillebrandt Bayou, Taylor Bayou, Pine Island Bayou and other navigable waterways from landfill contamination; and

**WHEREAS**, Commissioners Court of Jefferson County recognizes the long-term impacts of landfills due to their permanent nature; and

**WHEREAS**, the disposal of municipal or industrial solid waste in landfills in Jefferson County could negatively affect water and air quality, attract disease vectors, and result in the spread of refuse and pollutants that may be emitted from the transport and storage of waste; and

**WHEREAS**, the location of landfills within Jefferson County could hamper and adversely affect economic development within the county and may negatively affect property values in the county; and

**WHEREAS**, the Commissioners Court of Jefferson County finds that the disposal of municipal or industrial solid waste in the county is a threat to the public health, safety, and welfare, and the geographic scope of this threat should be minimized; and

**WHEREAS**, a majority of the Commissioners Court has determined that the resources of the County are best served by designating certain areas within Jefferson County, Texas as suitable and unsuitable for solid waste disposal sites; and

**WHEREAS**, pursuant to the provisions of Chapter 2007, Government Code a Takings Impact Assessment (T1A) was prepared for the proposed ordinance, found to be an exempt action, and public notice of the T1A and solicitation of public comments were published on September 14, 2018 and again on September 24, 2018 thirty (30) days prior to the Commissioners Court's proposed action; and

**WHEREAS**, this Ordinance has been published for two consecutive weeks in a newspaper of general circulation in the County; and



**WHEREAS**, the public hearing notices included (1) the proposed ordinance prohibiting solid waste and disposal in Jefferson County; (2) the time, place, and date that the Commissioners Court of Jefferson County was to consider the proposed ordinance; and (3) notice that an interested citizen of the county may testify at the hearing; and

**WHEREAS**, a public hearing on this ordinance was held on December 10, 2018 before the ordinance was considered by the commissioners court, and any interested citizen of the county was allowed to testify at the hearing; and

**WHEREAS**, a majority of the Commissioners approved this ordinance on December 10, 2018 at a public meeting of the Commissioners Court, noticed and held in accordance with the Texas Open Meetings Act:

**NOW, THEREFORE, BE IT ORDAINED, AND ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, that the following provisions be adopted this 10th , day of December 2018:**

## **SECTION 1, GENERALLY PURPOSE**

1.1 The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Jefferson County, Texas through the designation of areas which are suitable and unsuitable for the placement of solid waste disposal sites,

### **1.2, AUTHORITY**

The Commissioners Court is authorized to enact this Ordinance by Chapters 363 and 364 of the Texas Health and Safety Code.

### **1.3, SCOPE**

The Jefferson County Commissioners Court recognizes that it is not tasked with permitting solid waste facilities, and its intent here is not to approve the siting of any specific solid waste facility in Webb County, Texas. Thus, the designation of areas where solid waste facilities are not prohibited should not be interpreted as a finding that siting a solid waste facility in such an area is appropriate, recommended or otherwise compatible with surrounding land uses pursuant to 30 Texas Administrative Code Section 330.61.

## **SECTION 2. DEFINITIONS**

2.1. "**Bird Hazard**" means an increase in the likelihood of bird/aircraft collisions that may cause damage to the aircraft or injury to its occupants.

2.2. "**Disposal**" is defined as the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or un-containerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

2.3. "**Industrial Solid Waste**" is defined as waste resulting from or incidental to a process of industry or manufacturing, or mining or agricultural operations.

2.4. "**Municipal Solid Waste**" is defined as solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial solid waste.

2.5. "**Processing**" means activities including, but not limited to, extraction of materials, transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including treatment or neutralization of hazardous waste designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize hazardous waste; recover energy or material from hazardous waste; or render hazardous waste nonhazardous or less hazardous, safer to transport, store, or dispose of, amenable for recovery or storage, or reduced in volume,

2.6 "**Solid Waste**" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

2.7. "**Solid Waste Facility**" means all contiguous land, structures, other appurtenances, and improvements on the land used for processing, storing, or disposing of solid waste. The term includes publicly or privately owned facilities consisting of several processing, storage, or disposal operation units such as one or more landfills, surface impoundments, or a combination of units.



### SECTION 3. PROHIBITIONS

3.1. (1) The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is prohibited in all unincorporated portions of Jefferson County, Texas that are within: areas not already permitted for such waste disposal and no expansion of such waste disposal areas will be allowed:

(1) within 1500 feet from any drainage way constructed by or operated by any

Jefferson County Drainage District;

(2) a minimum of 1,500 L.F. (linear feet) from the boundary of any floodplain or Special Flood Hazard Area (SFHA) as currently depicted on the Jefferson County FIRM (Flood Insurance Rate Map) or an adjacent county FIRM currently in effect and any future expansion of the boundaries thereto;

(3) a minimum of 1,500 L.F. from the boundary of any wetland as currently depicted on the U.S. Fish and Wildlife Service, Texas Parks & Wildlife and National Wetlands Inventory and any addition thereto;

4) a minimum of 1,500 LP, from any water well as depicted on the following databases currently retained by the Texas Natural Resources Information System (TNRIS):

- a. Texas Water Development Board (TWDB) Submitted Drillers Reports Database;
- b. Well Locations from TWDB Groundwater Database; and
- c. Texas Commission on Environmental Quality (TCEQ) Public Water System Wells and Surface Water Intakes.

(5) a minimum of 25,000 L.F. from any recognized existing or future subdivision intended primarily for residential use that is platted, replatted or required to be platted or replatted by the provision of Chapter 232, Subchapter B, Texas Local Government Code or the model rules adopted through Section 16.343 of the Texas Water Code;

3

(6) any location restriction enacted by EPA under 40 CFR, Subpart B §25810 —258.16.

(7) any a minimum of 10,000 L.P. from the nearest public or private aircraft runway used by turbojet aircraft for the purposes of minimizing bird hazard; and

(8) a minimum of 5.000 L.K from the nearest public or private aircraft runway used by only piston-type aircraft for the purposes of minimizing bird hazard.

### SECTION 4. AREAS NOT PROHIBITED

4.1. The processing or disposal of municipal or industrial solid waste or the operation of a solid waste facility is not prohibited in all other portions of Jefferson County, Texas not included in Section 3 above.

### SECTION 5. APPLICABILITY

5.1. This Ordinance does not apply to applications for municipal solid waste permits or other authorizations, as defined in 30 Texas Administrative Code Section 330.57(a), that have been filed with, are administratively complete and are pending before the Texas Commission on Environmental Quality as of the date that this Ordinance is effective.

5.2. This Ordinance does not apply to municipal solid waste permits or other authorizations that have already been issued by the Texas Commission on Environmental Quality as of the date that this Ordinance is effective.

5.3 This Ordinance does not apply inside the corporate limits of any municipality.

### SECTION 6. ENFORCEMENT

6.1. Violations of this Ordinance are subject to criminal penalties to the extent allowed by state law and a civil penalty of \$10,000 for each violation. Such penalty is to be forfeited to Webb County, Texas. Each day that a violation continues constitutes a separate ground for recovery.

6.2. The Jefferson County Commissioners Court may bring a legal action to enjoin violations of this Ordinance and seek judgment for civil penalties.



**SECTION 7. CONFLICTING LAWS; CUMULATIVE EFFECT**

7.1 In case any or more of the provisions contained in this Ordinance are found to be in conflict with any other provision of local, state, or federal law, the more stringent conflicting rule or law shall control.

7.2 The authority under this Ordinance is cumulative of other laws, rules, and regulatory authority that Jefferson County may have to regulate municipal or solid waste disposal within its jurisdiction.

**SECTION 8. SEVERABILITY**

8.1. In case any one or more of the provisions contained in these rules shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these rules, and these rules shall be construed as if the invalid, illegal, or unenforceable provision had never been included.

4

**SECTION 9. EFFECTIVE DATE**

9.1 This ordinance shall be in full force and effect on 12/17/18, 2018

**NOW, THEREFORE BE IT RESOLVED THAT THIS ORDINANCE IS HEREBY ADOPTED** by the Commissioners Court of Jefferson County, Texas.

Signed this 17<sup>th</sup> of December, 2018.

  
**JUDGE JEFF R. BRANICK**  
 County Judge



ABSENT  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4

www.pearsoned.com

**EVERETTE D. ALFRED**  
Commissioner, Precinct No. 4





**JEFFERSON COUNTY**  
Engineering Department

*off*  
*will*

**ENGINEERING DEPARTMENT**

**AGENDA ITEM**

December 17, 2018

- a) Consider and possibly approve a Replat of Lot 34-A, Block 16 Gilbert Lake Estates, Phase VI, into Lot 34-A-1 and Lot 34-A-2 Block 16, Gilbert Lake Estates, Phase VI (CF No. 2016000521 Official Public Records of Real Property) located off of Cathryn Lane in Precinct #4. This plat has met all of our platting requirements.

## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Monday, December 10, 2018 2:52 PM  
**To:** 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)  
**Cc:** Don Rao (drao@co.jefferson.tx.us); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Kenneth Minkins'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); trowe (trowe@mwwassoc.com); 'rbartz'  
**Subject:** Replat of Lot 34-A, Block 16 Gilbert Lake Estates Phase VI  
**Attachments:** Replat of Lot 34-A, Block 16 Gilbert Lake Est. Ph. VI \_Comm. Ct..pdf

Commissioner Alfred ,

Attached is a PDF of a Replat of Lot 34-A, Block 16 Gilbert Lake Estates, Phase VI, into Lot 34-A-1 and Lot 34-A-2 Block 16, Gilbert Lake Estates, Phase VI (CF #2016000521 OPRORPJC) located off of Cathryn Lane in Precinct #4. This plat has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, December 17th, 2018<sup>th</sup>.

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](mailto:peped@co.jefferson.tx.us)





www

OF JEFFERSON COUNTY, TEXAS

**EVERETTE D. ALFRED**  
Commissioner, Precinct No. 4



**AGENDA ITEM****December 17, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file SPS VAR Product Agreement for upgrade of ISeries hardware.

# SPS VAR Product Agreement



## Order Description

SPS VAR (We) agree to supply equipment (Machines) and software (Programs) to Customer (You) and to make available the manufacturer's software services subscriptions (Subscriptions) to you under the terms of this Agreement and upon receipt of a \$ 0 down payment. Collectively, Machines and Programs are referred to as Products.

The price for all Products is shown below. Unless you request otherwise and pay the corresponding charges, all Products are shipped via normal ground transportation. You agree to pay the total price of all Products, shipping charges, applicable sales taxes and the price for the Subscriptions.

| Machine/Program | Description  | Qty | Unit Price   | Amount       |
|-----------------|--|-----|--------------|--------------|
|                 | <b>SPS VAR NaviLine® Solution</b>                              | 1   | \$ 42,850.00 | \$ 42,850.00 |
|                 |  |     |              |              |
|                 | Additions to 8202-E4D sn D0FAT                                 |     |              |              |
|                 |  |     |              |              |
|                 | Used Fiber Channel Adapters - Direct Connect to V5020 Storwize |     |              |              |
|                 |  |     |              |              |
|                 | V5020 Storwize Storage Area Network                            |     |              |              |
|                 | 12x300GB Disk (RAID5 + HotSpare 3.0TB Usable)                  |     |              |              |
|                 |  |     |              |              |
|                 | Power HMC and Flat Panel Console with Keyboard Kit             |     |              |              |
|                 |  |     |              |              |
|                 |  |     |              |              |
|                 | 3 Years 24x7 Hardware and Software Maintenance                 |     |              |              |
|                 | SAN, HMC and Console Kit                                       |     |              |              |
|                 |  |     |              |              |
|                 |  |     |              |              |
|                 |  |     |              |              |
|                 |  |     |              |              |
|                 |  |     |              |              |

|  |                     |
|--|---------------------|
| <b>Total Price Excluding Shipping Charges and Sales Taxes:</b> | <b>\$ 42,850.00</b> |
|--|---------------------|

This Order Description and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Products and the Subscriptions and replace any prior oral or written communication between us. In addition, this Agreement takes precedence over any purchase order that you issue for these Products or Subscriptions. By signing below, both of us agree to these terms.

Agreed to:

Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701

By: [Signature]  
Authorized signature

Name: (Print) Jeff BRANICK  
Title: County Judge  
Date: 12/17/2018

Agreed to:

SPS VAR  
P. O. Box 8869  
Atlanta, GA 31106

By: [Signature]  
Authorized signature

Name: (Print) Thomas H. Lewis, Jr.  
Title: President  
Date: 12/07/2018





## Additional Terms

---

### Order, Delivery and Installation

This is a custom order. If you cancel an order for Products within 10 business days prior to their shipment date, then you agree to pay any costs we incur for such cancellation, including cancellation charges we are assessed by our suppliers. However, you may not cancel an order after the Products have been shipped, and you may not cancel an order for Subscriptions after they have begun.

We bear the risk of loss for each Product until it is delivered to you. Thereafter, you assume the risk of loss. You must install all Programs and you must install Machines designated as Customer-set-up by the manufacturer. The manufacturer will install all other Machines.

Within 10 business days of their delivery, you may return any Products that are defective on arrival and cannot be installed. Otherwise, if you wish to return any Products which are not defective and have never been installed, then you must first obtain our written consent and agree to pay any return charges we are assessed by our suppliers. Some Products may not be returnable. Following their installation, you may only return the Products under the provisions of the manufacturer's warranty.

### Payment and Assignment

You agree to pay applicable sales taxes or supply exemption documentation. You are responsible for personal property taxes for all Products from the date they are shipped to you.

We invoice the Products when they are shipped. We invoice Subscriptions when they are processed. We will apply your down payment to the invoice amount (the "Invoice Amount"), which will include the price of Products plus shipping charges and applicable sales taxes and the price for the Subscription. The balance of the Invoice Amount is due within 30 days of the invoice date.

Alternatively, you may assign your obligation to pay the Invoice Amount to the IBM Credit Corporation (ICC). You agree to sign an ICC Certificate of Acceptance, accepting Products within 10 days of their delivery and accepting the Subscriptions. The ICC Certificate of Acceptance constitutes payment to us of the Invoice Amount. We will return your down payment, net of any cancellation or return charges, when we receive payment from ICC. Other than this express permission, you may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without our prior written consent. Any attempt to do so is void.

### Title and License

We transfer title to Machines to you when we (a) receive the total Invoice Amount due and (b) you return any removed parts that become our property during a feature or model upgrade. The application, use and other aspects of the Programs and the Subscriptions are solely governed by the terms and conditions of the applicable agreement between you and the manufacturer.

If you fail to pay the Invoice Amount, including late payment charges, then we may remove and repossess the Machine without notice or demand, and we may request the manufacturer to cancel the Program license or Subscription.

### Warranty

All warranties with regard to the Products or the Subscriptions are provided directly by the manufacturer to you. We warrant only that we are authorized to supply Products and the Subscriptions. **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error-free operation of any Product.**

### Limitation of Liability

If you are entitled to recover damages from us, in each instance, regardless of the basis on which damages can be claimed, we are liable only for actual damages caused by a Product in an amount no greater than the price you have paid for the Product that is the subject of the claim. **Under no circumstances are we responsible for (a) loss of, or damage to, your programs, records or data; or (b) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

### Disputes

The laws of the State of Texas govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association at a hearing in Beaumont, Texas. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all other sums to which it may be entitled, is entitled to recover from the other party the reasonable expenses (including attorney fees) relevant to the claim.

**AGENDA ITEM****December 17, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file SPS VAR Services Agreement for upgrade of ISeries operating system.





# SPS VAR Services Agreement

## Project Description

SPS VAR, LLC. (We) agree to provide Services described in a Statement of Work below or in an Attachment to our Customer (You) under the terms of this Agreement. You are responsible for project management and for any results achieved, unless specified otherwise in the Statement of Work. We do not provide Services under the terms of your purchase order.

Services are provided and billed either on an hourly ("Hourly Services") or on a fixed-price ("Fixed-Price Services") basis.

For Hourly Services, the Statement of Work specifies the hourly rate, the estimated hours and estimated expenses required to complete the project. This estimate is not a fixed-price commitment. Charges will equal the actual hours worked times the hourly rate, plus actual expenses and applicable sales taxes.

For Fixed-Price Services, the Statement of Work specifies the fixed-price and estimated expenses. This expense estimate is not a fixed-price commitment. Charges will equal the fixed-price plus actual expenses and applicable sales taxes.

### Statement of Work

Project Name: 24x7 NaviLine with V7.3 OS Upgrade

☐ Hourly Services: \_\_\_\_\_ Hours x \$ \_\_\_\_\_ per Hour = \_\_\_\_\_ Estimated Total Charges  
OR

☒ Fixed-Price Services: \$ 13,050.00 Invoiced Upon Product Start

Estimated Expenses: \$ N/A Travel & Living and N/A Other Expenses

Estimated Start Date: 12/15/2018

End Date: 01/30/2019

Services: Remote assistance with data migration and OS upgrade to V7.3 on installed 8202-E4D sndD0FAT. Includes Setup of FlashCopy and Automated Nightly SAVE21 Routine

This Project Description, the Statement of Work and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Services and replace any prior oral or written communication between us. By signing below, both of us agree to these terms.

Agreed to: (Customer legal name & address)

**Jefferson County**

1149 Pearl Street

Beaumont, TX 77701

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

Authorized Signature

Name (print): Jeff Brunick

Title: County Judge

Date: 12/17/18

Agreed to:

**SPS VAR, LLC**

P. O Box 8869

Atlanta, GA 31106

\_\_\_\_\_

Authorized Signature

Name (print): Thomas H. Lewis, Jr

Title: President

December 7, 2018

Agreement Number: 2018120502LBB



# SPS VAR Services Agreement

## Additional Terms

### Billing

For Hourly Services, the minimum billing increment is fifteen (15) minutes. However, there will be a one-hour minimum for each day in which Services are provided on-site and a fifteen (15) minute minimum for each day in which Services are provided by telephone. We may increase our hourly billing rate and minimums by giving you three (3) months' written notice.

Hourly Services are invoiced weekly as the work progresses. Fixed-Price Services are invoiced as specified in the Statement of Work. Travel and other expenses are invoiced weekly using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

Charges for Services and expenses are due within 15 days from the invoice date. Amounts past due are subject to a late payment charge of 1.5% per month. You agree to pay accordingly.

You agree to pay applicable sales taxes or supply exemption documentation.

### Project Completion and/or Termination

Hourly Services will end when we provide the estimated number of hours or upon the estimated project end date unless you authorize additional hours or an extension of the end date. In the event that additional hours are not authorized for incomplete project which is provided on an Hourly Services basis, we do not warrant that the Services will be completed. Fixed-Price Services will end when the tasks described in the Statement of Work are complete.

Either party may terminate this Agreement on written notice to the other if the other breaches any material provision of this Agreement, including nonpayment of any charges hereunder. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay for all Services we provide, all materials (including programs, program listings, documentation, reports or other similar works of authorship) we deliver and all expenses we incur through the project's termination, including charges we incur in terminating subcontracts.

### Customer Obligation

You agree to provide us reasonable access to the premises where Services will be provided during your business hours. You will also provide other onsite cooperation and assistance as may be reasonably requested by us. You agree to sign and deliver to us the Acknowledgment of Completion of Services when the tasks described in the Statement of Work are complete, or when we have provided the estimated number of hours of Services for Hourly Services (unless additional hours are authorized), whichever comes first.

### Subcontractors

We have the right subcontract any part of the Services to a third party as we deem appropriate, provided that we will remain ultimately responsible for the Services, subject to the terms of this Agreement.

### Changes to Statements of Work

The Statement of Work may only be changed by a written Change Authorization signed by both of us. The terms of the Change Authorization will prevail over those of the Project Description, the Statement of Work and any previous Change Authorizations.

### Warranty

We warrant that we perform Services using reasonable care and skill in accordance with recognized standards in the industry. **WE DO NOT PROVIDE ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** We do not warrant uninterrupted or error free operation of any Service.

### Limitation of Liability

In the event that you are entitled to recover damages from us, in each instance, regardless of the basis on which you are entitled to claim damages from us, we are liable only for an amount no greater than the sum of all payments you have made to us. This limit also applies to liabilities of any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. **Under no circumstances are we or our subcontractors responsible to you or third parties for 1) loss of, or damage to, your records or data; or 2) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

### Disputes

The laws of the State of Texas govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association at a hearing in Beaumont, Texas. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all recoveries, is entitled to recover from the other party reasonable expenses (including attorney fees) relevant to the claim.

Agreement Number: 2018120502LBB





# SPS VAR Services Agreement

## Acknowledgement of Completion of Services

Customer hereby acknowledges that the Services required to be provided under Services Agreement No. 2018120502LBB have been completed, and such Services are hereby accepted.

Jefferson County

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Special, December 17, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 17, 2018