

Notice of Meeting and Agenda and Minutes
December 10, 2019

REGULAR, 12/10/2019 10:30:00 AM

BE IT REMEMBERED that on December 10, 2019, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

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December 10, 2019

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 10, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **10th day of December 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

Notice of Meeting and Agenda and Minutes
December 10, 2019

PURCHASING:

1. Consider and approve, execute, receive and file Printronix Printer Maintenance Renewal (Agreement 19-065/DC) for 12/24/2019 to 12/23/2020 for Jefferson County with Sirius Computer Solutions, Inc. in the amount of \$1,415.55.

SEE ATTACHMENTS ON PAGES 8 - 12

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

2. Consider and approve, execute, receive and file Job Order Contract (JOC 19-066/JW) with SETEX Facilities and Maintenance for the construction of a foundation for two 10,000 gallon storage tanks for Precinct No. 3, in the amount of \$15,069.36. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 13 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for December insurance reimbursement.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

4. Regular County Bills - check #466250 through checks #466469.

SEE ATTACHMENTS ON PAGES 18 - 28

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

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COUNTY COMMISSIONERS:

5. Consider and possibly approve a Resolution to extend the Disaster Declaration for Tropical Storm Imelda pursuant to Section 418.108 (b), Government Code.

SEE ATTACHMENTS ON PAGES 29 - 29

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

6. Conduct a public hearing regarding adopting Articles of Incorporation and Bylaws for the Southeast Texas Flood Control District, LGC pursuant to Chapter 551, Texas Government Code.

**Open @ 10:45am / Commissioner Alfred and Judge Branick spoke.
Commissioner Weaver asked questions on funding. No public speakers.**

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

7. Consider and possibly approve a resolution adopting Articles of Incorporation and Bylaws and appointing directors for Southeast Texas Flood Control District, LGC, a local government corporation to engage in planning concerning disaster mitigation and other projects or programs to protect the residents of our community, infrastructure, industry, businesses and housing against flooding; to design, develop, construct, operate, manage, repair, maintain, finance, equip, improve, enlarge, extend, acquire, and improve integrated flood damage reduction systems; and to conduct any and all other lawful business and perform any other related function or operation.

Request approval pending signoff by County Attorney.

SEE ATTACHMENTS ON PAGES 30 - 52

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

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8. Consider, possibly, approve and accept donation of \$8,000.00 (Eight thousand dollars & no/100) from BASF TOTAL Petrochemicals for use at Veterans Memorial Park pursuant to Local Government Code Section 81.032.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

9. Consider, possibly approve, authorize the County Judge to execute and receive and file Approval of a Tax-Exempt Financing Agreement for the Hughen Center, Inc. with Newark Cultural Education Facilities Finance Corporation and First Financial Bank, N.A. for improvements to the Hughen Schools pursuant to provisions of the Internal Revenue Code, 1986, Section 147 (f). (The County will have no responsibility or liability for this financing.)

SEE ATTACHMENTS ON PAGES 53 - 60

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

10. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2019.

SEE ATTACHMENTS ON PAGES 61 - 62

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
December 10, 2019

11. Consider, possibly, approve and authorize the County Judge to execute a Special Warranty Deed from Jefferson County to the City of Port Arthur, TX for the following parcels of land pursuant to Section 272.001, Texas Local Government Code. Tract I: 0.6823 Acres of Lots 2-4, Block 151, with 10 feet of adjoining alley, City of Port Arthur; Tract II: 0.154 acres of Lots 2-4, Block 151, City of Port Arthur for ingress and egress; Tract III: 0.2539 acres of parts of Lots 4&5, Block 151, with 10 feet of adjoining alley, City of Port Arthur for ingress and egress;

SEE ATTACHMENTS ON PAGES 63 - 72

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

12. Consider and approve Urgent Need National Objective Form for South China Texas Drainage Project related to Hurricane Harvey CDBG Program.

SEE ATTACHMENTS ON PAGES 73 - 75

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

13. Consider and approve Urgent Need National Objective Form for Byrd Gully Drainage Project related to Hurricane Harvey CDBG Program.

SEE ATTACHMENTS ON PAGES 76 - 78

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

14. Consider and possibly approve naming Ms. Ethylene Knox Interim Director, of the Public Health Department effective December 2, 2019, until the return of Dr. Cecil Walkes.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
December 10, 2019

COUNTY TAX ASSESSOR-COLLECTOR:

15. Consider and possibly approve a Resolution recognizing Elizabeth Bordelon for her 24 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 79 - 79

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

16. Receive and File certificates for Jefferson County Treasurer, Charlie Hallmark, to verify completion of: (a) Mandatory County Treasurer Continuing Education Training required under Local Government Code 83.002 and, (b) Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 (2) also known as the Public Funds Investment Act.

SEE ATTACHMENTS ON PAGES 80 - 83

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge

SOLUTION PROPOSAL

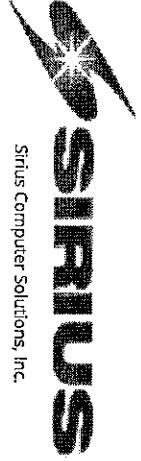
Prepared for:

JEFFERSON COUNTY
1149 PEARL ST 6TH FLOOR
BEAUMONT, TEXAS 77701
UNITED STATES

Client Executive:

Crystal Puga
+1 (832) 253-2602
crystal.puga@siriuscom.com

Proposal Number: Q-00038369
Proposal Date: 11/08/2019
Expires: 12/23/2019
Description: Printronix- 1Yr Prepaid 2019 Printer Maintenance Renewal
Currency: USD



Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216

Agreement 19-005102

Client Executive:
 Crystal Puga
 +1 (832) 253-2602
 crystal.puga@sirius.com

Proposal Number: Q-00138369
Proposal Date: 11/08/2019
Expires: 12/23/2019
Description: Printtronix- 1Yr Prepaid 2019 Printer Maintenance Renewal
Attn:

JEFFERSON COUNTY
1149 PEARL ST 6TH FLOOR
BEAUMONT, TEXAS 77701
UNITED STATES



Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.sirius.com

Description
 INFOPRINT HW MAINT M-F, 8-5 NBD

Machine Type	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
P8C20-MA1	8P8V31912100	8x5	12/24/2019	12/23/2020	\$1,415.55
Extended Subtotal:					\$1,415.55
Total Client Price:					\$1,415.55

Proposal Comments:

Printtronix Printer Maintenance Renewal

Term: 12/24/2019 - 12/23/2020

Prepared by: Laura Oneacre

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this proposal for the solution proposed, pricing provided in this proposal is subject to change based on manufacturer's pricing schedule. The products contained on this proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. **Purchase Price; Payment; Taxes:** Customer agrees to pay the total purchase price, as set forth herein, plus any applicable sales/use tax. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. **Payment by Third Party Leasing Company:** If Customer enters into a lease agreement with a third party leasing company to finance this proposal, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price in this proposal. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price in this proposal.
3. **Freight; Costs; Delivery; Risk of Loss:** Sirius will arrange for shipment and delivery of the products listed in this proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.
4. **Title; Security Interest; Delivery; Risk of Loss:** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in this proposal shall be governed by a separate license agreement between Customer and the software vendor.

JEFFERSON COUNTY



5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/softwre licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on this Proposal, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. This Proposal (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE, NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. Confidentiality. All of the information provided in this proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

11. General. This Proposal (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original; and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

JEFFERSON COUNTY



The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal, or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:

JEFFERSON COUNTY

Signature of Authorized Representative

Jeff Branick
 Printed Name

Courtney Judge
 Title of Authorized Representative

12/10/2019
 Date Signed

Ship to Contact (Name, Phone, & Email)

Ship to Address

Ship to Address

Approved by:

Sirius Computer Solutions, Inc.

DocuSigned by:

Luke Niemiro
 451E24C5304098A

Signature of Authorized Representative

Luke Niemiro
 Printed Name

Managing Contracts Attorney
 Title of Authorized Representative

11/13/2019 | 16:26 CST
 Date Signed

Derrick Swain | 409835 8500
 Bill to Contact (Name, Phone, & Email)
pswain@co.jefferson.tx.us

Bill to Address

Jefferson County Auditor's Office
1149 Pearl Street 7th floor
Beaumont, TX 77701


Proposal #: Q-00038369



JOC 19-0006/JW

13

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

December 4, 2019

📞 (409) 842-8181
📠 (409) 842-2274
✉️ setex@setexconstruction.com
🌐 setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

Jamey West
Jefferson County Purchasing
1149 Pearl
Beaumont, TX 77701

Project: "Tank Foundation"

Subject: "Proposal"

Dear Jamey:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Form and Pour 12' x 30' x 12" thick concrete slab.
- Reinforce with #5 @ 9" spacing and #6 @ 5" spacing
- 8 drill piers with round ties and #7 rebar.

Proposal Cost	\$ 15,069.36
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Exclusions:

Any fill or labor to install. Electrical work. Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **five (5)** working days to complete upon material delivery

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.


Michael Waidley
Project Manager

cc: SETEX/file
19-0256


Jefferson County, Texas

Jeff R. Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk
Date: December 10, 2019





15/041JN-11

- 2015 Choice Partners JOC Texas SETEX - Renewal

to 8/17/2018

PCT 3 Concrete - 19-0256

Estimator: Michael Waidley**Division Summary (MF04)**

01 - General Requirements	\$5,981.34	26 - Electrical
02 - Existing Conditions	\$7,555.92	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals	\$1,057.60	32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$19,306.59
Totalling Components		
Priced Line Items	\$19,306.59	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)
RSMeans BEAUMONT, TX CCI 2019Q4, 87.70%	\$12,374.72	\$(1,882.51)
Material, Labor, and Equipment Totals (No Totalling Components)		Nonpriced Line Items
Material:	\$5,082.30	
Labor:	\$11,145.65	
Equipment:	\$3,078.65	
Other:	\$(0.01)	
Laborhours:	94.11	
Green Line Items:6	\$2,607.40	
Grand Total		\$15,069.36

Summary of tagged estimates...

Preliminary Estimate, by line item

Estimator: Michael Waldley

Item

Description

Combined estimates...

UM Quantity Unit Cost Total Book

01 - General Requirements

1	01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00 RSM19FAC L, O&P	P
2	01-54-33-20-0075-1	Hourly operating cost for rent auger, truck-mounted, for caissons, water wells	Ea.	8.0000	\$93.93	\$751.44 RSM19FAC E, O&P	P
3	01-54-33-20-4880-3	Rent per week for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	1.0000	\$539.00	\$539.00 RSM19FAC E, O&P	P
4	01-54-33-20-5250-2	Rent per day for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.	Ea.	1.0000	\$271.70	\$271.70 RSM19FAC E, O&P	P
5	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	2.0000	\$305.00	\$610.00 RSM19FAC L, E, O&P	P
6	01-54-36-50-1300-2500	Mobilization or demobilization, each additional 5 miles haul distance, add (Modified using 01-54-36-50-2500)	Ea.	4.0000	\$21.05	\$84.20 RSM19FAC L, E, O&P	P
		20/5 = 4.00					

01 - General Requirements Total

\$5,981.34

03 - Concrete

7	03-11-13-65-3060	C.I.P. concrete forms, slab on grade, edge, wood, over 12", 4 use, includes erecting, bracing, stripping and cleaning	SFCA	138.0000	\$8.10	\$1,117.80 RSM19FAC M, L, O&P	P
		48*1.15 = 55.20					
8	03-15-05-12-5400	Chamfer strip, wood, 1" wide	L.F.	138.0000	\$1.59	\$219.42 RSM19FAC M, L, O&P	P
		48*1.15 = 55.20					
9	03-15-19-10-0040	Anchor bolts, hooked type, single, 1/2" diameter x 12" long, installed in fresh concrete, includes nut and washer, excludes template	Ea.	42.6666	\$6.90	\$294.40 RSM19FAC Grn, M, L, O&P	P
		(4*4)*16/12 = 21.33					
10	03-21-05-10-1700	High chair, for reinforcing steel, continuous (CHC), plain steel, 4" high, legs 8" OC, includes material only	C.L.F.	1.8000	\$60.50	\$108.90 RSM19FAC Grn, M, L, O&P	P
11	03-21-05-10-1740	High chair, for reinforcing steel, continuous (CHC), plain steel, 8" high, legs 8" OC, includes material only	C.L.F.	1.8000	\$115.00	\$207.00 RSM19FAC Grn, M, L, O&P	P
12	03-21-11-60-0202	Reinforcing steel, in place, columns, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	Lb.	550.0000	\$1.46	\$803.00 RSM19FAC Grn, M, L, O&P	P
13	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	Lb.	687.5000	\$1.20	\$825.00 RSM19FAC Grn, M, L, O&P	P
14	03-30-53-40-4700	Structural concrete, in place, slab on grade (3500 psi), 6" thick, includes forms(4 C.Y. uses), Grade 60 rebar, concrete (Portland cement Type I), and placing, excludes		15.0000	\$232.00	\$3,480.00 RSM19FAC M, L, E, O&P	P

Preliminary Estimate, by line item

Combined estimates...

Estimator: Michael Waidley

03 - Concrete

Item	Description	UM	Quantity	Unit Cost	Total	Book
15 03-35-13-30-0200	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & finishing	S.F.	360.0000	\$1.39	\$500.40	RSM19FAC L, O&P P

03 - Concrete Total

05 - Metals

16 05-05-21-10-9000	Cutting, steel, incl prep, torch cutting & grinding, excl staging, minimum labor/	Job	1.0000	\$390.00	\$390.00	RSM19FAC L, E, O&P P
17 05-05-21-90-9000	Welding structural steel in field, minimum labor/equipment charge	Job	1.0000	\$220.00	\$220.00	RSM19FAC L, E, O&P P
	1					
18 05-12-23-17-0830-1100	Column, structural, concrete filled, for galvanizing, add (Modified using 6.26*20.400+12.47 = 140.17	Lb.	280.3480	\$0.28	\$78.50	RSM19FAC M, O&P P
19 05-12-23-65-0400	Steel plate, structural, for connections & stiffeners, 1/2" T, shop fabricated, incl shop p	S.F.	12.5120	\$29.50	\$369.10	RSM19FAC G, M, O&P P
	5.44*1.15 = 6.26					

05 - Metals Total

31 - Earthwork

20 31-14-13-23-1520	Topsoil stripping and stockpiling, loan or topsoil, remove and stockpile on site, by skid steer, 101-500 S.Y., 6" deep, 100' haul	S.Y.	108.8890	\$3.80	\$413.78	RSM19FAC L, E, O&P P
	14*14*9*2 = 43.56					
21 31-22-16-10-1150	Fine grading, fine grade for slab on grade, hand grading	S.Y.	108.8900	\$2.37	\$258.07	RSM19FAC L, E, O&P P
22 31-22-16-10-3300	Fine grading, slopes, gentle, finish grading	S.Y.	40.0000	\$0.22	\$8.80	RSM19FAC L, E, O&P P
	(2*48*1.5)*9 = 16.00					
23 31-23-23-20-1096	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min load/wait/unload, 12 C.Y. truck, cycle 10 miles, 45 MPH, excludes loading equipment	L.C.Y.	289.0000	\$6.00	\$1,734.00	RSM19FAC L, E, O&P P
	(289*12*4)/144*1.2 = 115.60					
24 31-63-26-13-0200	Fixed end caisson piles, open style in stable ground, to 50' deep, 24" diameter, 0.116 CY/LF, machine drilled, includes excavation, concrete, 50 lb. reinforcing/C.Y., excludes mobilization, boulder removal, disposal, casings or ground	V.L.F.	27.6000	\$51.50	\$1,421.40	RSM19FAC M, L, E, O&P P
	3*4*1.15 = 13.80					

31 - Earthwork Total

\$3,836.05

Preliminary Estimate, by line item

Estimator: Michael Waldley

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
32 - Exterior Improvements						
25	32-06-10-10-0140 Sidewalks, driveways, and patios, bedding for brick or stone, sand, 4" thick, excl	S.F.	788.9000	\$1.11	\$875.68	RSM19FAC M, L, E, O&P P
32 - Exterior Improvements Total						
Estimate Grand Total						
15,069.36						

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

DAWN DONUTS

45.50

466431

45.50**

ROAD & BRIDGE PCT.#1

SPIDLE & SPIDLE
 M&D SUPPLY
 MUNRO'S
 SMART'S TRUCK & TRAILER, INC.
 SOUTHEAST TEXAS WATER
 VULCAN MATERIALS CO.
 SOUTHERN TIRE MART, LLC
 HLAVINKA EQUIPMENT COMPANY
 DE LAGE LANDEN PUBLIC FINANCE
 ADVANCE AUTO PARTS
 CINTAS CORPORATION
 FUNCTION 4 LLC
 GULF COAST

2,800.46 466251
 67.02 466285
 61.70 466291
 24.67 466305
 30.00 466306
 6,378.55 466320
 150.99 466328
 211.00 466377
 70.00 466396
 333.78 466413
 83.01 466434
 19.41 466444
 1,153.80 466464

11,384.39**

ROAD & BRIDGE PCT.#2

ENTERGY
 DE LAGE LANDEN PUBLIC FINANCE
 FUNCTION 4 LLC

5.25 466276
 90.00 466396
 24.96 466444

120.21**

ROAD & BRIDGE PCT. # 3

CERTIFIED LABORATORIES
 FARM & HOME SUPPLY
 ENTERGY
 W. JEFFERSON COUNTY M.W.D.
 LOWE'S HOME CENTERS, INC.
 TEXAS GAS SERVICE
 DE LAGE LANDEN PUBLIC FINANCE
 SHOPPA'S FARM SUPPLY
 SMITTY'S HAMSHIRE GULF
 FUNCTION 4 LLC

333.80 466265
 66.97 466271
 430.61 466275
 27.14 466323
 15.58 466359
 116.65 466362
 140.00 466396
 54.96 466423
 14.00 466437
 38.82 466444

1,238.53**

ROAD & BRIDGE PCT.#4

ENTERGY
 W. JEFFERSON COUNTY M.W.D.
 MCKESSON MEDICAL-SURGICAL INC
 UNITED STATES POSTAL SERVICE
 EVERETT D ALFRED
 LD CONSTRUCTION
 DE LAGE LANDEN PUBLIC FINANCE
 FUNCTION 4 LLC

18.60 466276
 64.06 466323
 .00 466333
 .41 466350
 89.90 466361
 41.71 466385
 229.79 466396
 63.73 466444

508.20**

ENGINEERING FUND

DE LAGE LANDEN PUBLIC FINANCE
 FUNCTION 4 LLC

460.94 466396
 127.84 466444

588.78**

PARKS & RECREATION

CITY OF PORT ARTHUR - WATER DEPT.
 ENTERGY
 W. JEFFERSON COUNTY M.W.D.

75.58 466267
 8.67 466276
 54.28 466323

138.53**

GENERAL FUND

JEFFERSON CTY CHILD WELFARE BOARD
 CASEY HARGRODER

11,348.04 466382
 385.00 466469

11,733.04*

TAX OFFICE

PITNEY BOWES, INC.
 ACE IMAGEWEAR
 SOUTHEAST TEXAS WATER

348.38 466296
 23.55 466303
 243.00 466306

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	576.39	466350	
ROCHESTER ARMORED CAR CO INC	378.40	466390	
DE LAGE LANDEN PUBLIC FINANCE	370.00	466396	
NEMO-Q	520.00	466418	
FUNCTION 4 LLC	102.60	466444	2,562.32*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	450.00	466289	
PRE CHECK, INC.	198.50	466334	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	737.91*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	466306	
UNITED STATES POSTAL SERVICE	7.76	466350	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	127.12*
COUNTY CLERK			
OFFICE DEPOT	82.87	466294	
UNITED STATES POSTAL SERVICE	160.53	466350	
DE LAGE LANDEN PUBLIC FINANCE	600.00	466396	
ENDICOTT MICROFILM	2,922.00	466435	
FUNCTION 4 LLC	66.25	466444	3,831.65*
COUNTY JUDGE			
JEFFERSON CTY. YOUNG LAWYER'S ASSOC	25.00	466254	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
JAN GIROUARD & ASSOCIATES LLC	200.00	466433	
FUNCTION 4 LLC	19.41	466444	314.41*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.74	466350	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	92.15*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	22.25	466350	
DE LAGE LANDEN PUBLIC FINANCE	331.89	466396	
FUNCTION 4 LLC	92.04	466444	446.18*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	466396	
FUNCTION 4 LLC	333.16	466444	1,533.16*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	.82	466350	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	90.23*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	466283	
TIME WARNER COMMUNICATIONS	627.65	466312	
TEXAS DEPT OF AGRICULTURE	7,485.00	466316	
INTERFACE EAP	1,356.75	466327	
ADVANCED STAFFING	97.50	466330	
VERIZON WIRELESS	303.92	466347	
ARMOR SHRED	2,774.98	466383	
DE LAGE LANDEN PUBLIC FINANCE	452.82	466396	
EMERGENCY POWER SERVICE	1,500.00	466404	
SPOK INC	3.00	466422	
FUNCTION 4 LLC	225.74	466444	14,867.36*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD L. FREDERICK DE LAGE LANDEN PUBLIC FINANCE SPOK INC FUNCTION 4 LLC	245.92 70.00 12.14 19.41	466352 466396 466422 466444	347.47*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	92.40 70.00 19.41	466350 466396 466444	181.81*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE INSIGHT PUBLIC SECTOR INC FUNCTION 4 LLC	93.50 271.65 306.04 75.34	466350 466396 466421 466444	746.53*
DISTRICT ATTORNEY			
FED EX JEFFERSON CTY. BAR ASSOCIATION NELL MCCALLUM & ASSOC., INC. OFFICE DEPOT TRIANGLE BLUE PRINT CO., INC. RENE MULHOLLAND UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	5.32 50.00 426.52 657.26 192.00 474.50 172.83 480.00 133.11	466272 466281 466286 466294 466317 466319 466350 466396 466444	2,591.54*
DISTRICT CLERK			
CARPENTER'S TIME CENTER INC. CASH ADVANCE ACCOUNT OFFICE DEPOT UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	135.00 311.24 975.04 153.35 70.00 19.41	466264 466283 466294 466350 466396 466444	1,664.04*
CRIMINAL DISTRICT COURT			
DAVID GROVE DAVID W BARLOW THOMAS J. BURBANK PC DONALD W. DUESLER & ASSOC. MARSHA NORMAND WENDELL RADFORD KEVIN PAULA SEKALY PC KEVIN S. LAINE UNITED STATES POSTAL SERVICE LANGSTON ADAMS ANTOINE FREEMAN DE LAGE LANDEN PUBLIC FINANCE ALEX BILL III WILLIAM MARCUS WILKERSON TURK LAW FIRM MATUSKA LAW FIRM FUNCTION 4 LLC MARVIN LEWIS JR THE SAMUEL FIRM, PLLC	8,750.00 4,375.00 8,263.25 8,750.00 8,750.00 3,525.00 8,750.00 4,137.50 .82 900.00 2,606.25 441.64 1,800.00 900.00 6,115.00 600.00 122.48 1,400.00 1,800.00	466252 466259 466263 466269 466292 466297 466302 466331 466350 466360 466380 466396 466398 466410 466412 466420 466444 466456 466462	71,986.94*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	76.00 70.00 19.41	466351 466396 466444	165.41*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
252ND DISTRICT COURT			
DAVID W BARLOW THOMAS J. BURBANK PC EDWARD B. GRIPON, M.D., P.A. SOUTHWEST BUILDING SYSTEMS MIKE VAN ZANDT KEVIN S. LAINE UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ ALLEN PARKER DE LAGE LANDEN PUBLIC FINANCE BRITTANIE HOLMES M.K. HAMZA, PHD, P.A. FUNCTION 4 LLC THOMAS WILLIAM KELLEY	4,375.00 17,635.00 1,190.00 2,880.00 8,750.00 2,437.50 5.26 427.50 8,750.00 70.00 8,750.00 1,200.00 19.41 8,750.00	466259 466263 466275 466307 466318 466331 466350 466367 466387 466396 466409 466411 466444 466461	65,239.67*
279TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
317TH DISTRICT COURT			
GLEN M. CROCKER JOEL WEBB VAZQUEZ JUDY PAASCH P DEAN BRINKLEY DE LAGE LANDEN PUBLIC FINANCE BRITTANIE HOLMES FUNCTION 4 LLC	600.00 150.00 2,465.42 150.00 70.00 500.00 19.41	466355 466367 466369 466389 466396 466409 466444	3,954.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	34.29 90.00 24.96	466350 466396 466444	149.25*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	90.00 24.96	466396 466444	114.96*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	16.77 70.00 19.41	466350 466396 466444	106.18*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	466396 466444	89.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE LAWYERS DIARY AND MANUAL LLC	1.24 245.92 89.00	466350 466396 466424	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	68.20	466444	404.36*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	7.50	466350	
FUNCTION 4 LLC	70.00	466396	
	19.41	466444	96.91*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAU	250.00	466262	
OFFICE DEPOT	219.84	466294	
NATHAN REYNOLDS, JR.	750.00	466298	
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	3.71	466350	
FUNCTION 4 LLC	70.00	466396	
	19.41	466444	1,312.96*
COURT MASTER			
RICHARD D. HUGHES	1,450.00	466278	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
BUDDIE J HAHN	1,251.96	466467	2,791.37*
MEDIATION CENTER			
OFFICE DEPOT	57.28	466294	
SOUTHEAST TEXAS WATER	36.75	466306	
UNITED STATES POSTAL SERVICE	2.06	466350	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
KARA HAWTHORN	583.93	466400	
FUNCTION 4 LLC	19.41	466444	769.43*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	466396	
FUNCTION 4 LLC	77.64	466444	357.64*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	278.00	466274	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	837.00	466280	
KIRKSEY'S SPRINT PRINTING	25.95	466284	
OFFICE DEPOT	603.53	466294	
AT&T	313.30	466308	
UNITED STATES POSTAL SERVICE	1,219.23	466350	
DE LAGE LANDEN PUBLIC FINANCE	800.00	466396	
GALLS LLC	892.00	466428	
IAFCI	80.00	466440	
FUNCTION 4 LLC	221.84	466444	
FANNETT VETERINARY CLINIC	240.99	466452	5,511.84*
CRIME LABORATORY			
FISHER SCIENTIFIC	484.36	466273	
OFFICE DEPOT	84.99	466294	
VERIZON WIRELESS	75.98	466347	
LOWE'S HOME CENTERS, INC.	18.99	466359	
DE LAGE LANDEN PUBLIC FINANCE	90.00	466396	
FUNCTION 4 LLC	24.96	466444	779.28*
JAIL - NO. 2			
ACTION AUTO GLASS	156.20	466250	
BOB BARKER CO., INC.	8,709.04	466258	
BEAUMONT TRACTOR COMPANY	36.90	466260	
CITY OF BEAUMONT - WATER DEPT.	16.00	466266	
ENTERGY	264.90	466276	
M&D SUPPLY	67.32	466285	
MCNEILL INSURANCE AGENCY	71.00	466288	
OFFICE DEPOT	541.73	466294	
SANITARY SUPPLY, INC.	692.20	466300	
SCOOTER'S LAWNMOWERS	4.74	466301	

NAME	AMOUNT	CHECK NO.	TOTAL
SHERWIN-WILLIAMS	191.10	466304	
AT&T	1,001.86	466308	
WARREN EQUIPMENT CO.	3,868.33	466322	
SERVICE GRAPHICS	30.00	466329	
COOK'S CORRECTIONAL KITCHEN EQUIP	187.95	466354	
WESTERN DETENTION PRODUCTS, INC.	5,948.00	466356	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	466396	
INDEPENDENT STATIONERS	478.35	466397	
INDUSTRIAL & COMMERCIAL MECHANICAL	7,525.00	466406	
CONSTITUTION NEWENERGY - GAS DIVIS	1,069.77	466414	
MATERA PAPER COMPANY INC	5,780.57	466415	
THOMSON REUTERS-WEST	3,854.79	466416	
GALLS LLC	996.56	466428	
FUNCTION 4 LLC	354.97	466444	
CORRHEALTH LLC	360,387.91	466450	
US CORRECTIONS LLC	648.00	466459	
TRINITY SERVICES GROUP INC	39,675.57	466463	
VICTORY SUPPLY LLC	2,857.00	466465	
JUVENILE PROBATION DEPT.			446,695.76*
CHERYL TARVER	81.20	466326	
UNITED STATES POSTAL SERVICE	8.63	466350	
LYNN BIERHALTER	116.00	466375	
DE LAGE LANDEN PUBLIC FINANCE	140.00	466396	
TANISHA GRIFFIN	167.04	466427	
ROXANA MITCHELL	241.86	466429	
SUMMER KENNISON	130.50	466438	
FUNCTION 4 LLC	38.82	466444	
SHERONDA WHEELER	192.56	466449	
EDWIN JAY FRANK	189.66	466451	
TRISH DAVIS	126.21	466457	
JUVENILE DETENTION HOME			1,432.48*
ENTERGY	3,728.34	466276	
DE LAGE LANDEN PUBLIC FINANCE	229.79	466396	
FUNCTION 4 LLC	63.73	466444	
STERICYCLE, INC	70.00	466453	
CONSTABLE PCT 1			4,091.86*
UNITED STATES POSTAL SERVICE	1.24	466350	
DE LAGE LANDEN PUBLIC FINANCE	323.13	466396	
FUNCTION 4 LLC	89.62	466444	
CONSTABLE-PCT 4			413.99*
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
TND WORKWEAR CO LLC	631.00	466445	
CONSTABLE-PCT 6			720.41*
KIRKSEY'S SPRINT PRINTING	24.95	466284	
OFFICE DEPOT	23.39	466294	
UNITED STATES POSTAL SERVICE	4.53	466350	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
BLUE360 MEDIA	215.48	466447	
CONSTABLE PCT. 7			357.76*
THE PRODUCTIVITY CENTER	318.00	466353	
CONSTABLE PCT. 8			318.00*
DE LAGE LANDEN PUBLIC FINANCE	322.93	466396	
FUNCTION 4 LLC	89.56	466444	
COUNTY MORGUE			412.49*
PROCTOR'S MORTUARY INC	7,200.00	466388	

NAME	AMOUNT	CHECK NO.	TOTAL
FORENSIC MEDICAL	42,550.00	466458	49,750.00*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	200.00	466396	
FUNCTION 4 LLC	55.47	466444	255.47*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	466255	
AUSTIN CECIL WALKES MD PA	2,932.58	466321	
UNITED STATES POSTAL SERVICE	69.96	466350	
DE LAGE LANDEN PUBLIC FINANCE	372.43	466396	
JOHNNIE ROBERTS	218.30	466426	
FUNCTION 4 LLC	103.29	466444	3,736.56*
HEALTH AND WELFARE NO. 2			
TIME WARNER COMMUNICATIONS	131.43	466313	
AUSTIN CECIL WALKES MD PA	2,932.58	466321	
DE LAGE LANDEN PUBLIC FINANCE	140.00	466396	
JOHNNIE ROBERTS	218.30	466426	
FUNCTION 4 LLC	38.82	466444	
STERICYCLE, INC	35.00	466453	3,496.13*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,807.09	466333	
RACHAEL COE	45.00	466348	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	1,941.50*
CHILD WELFARE UNIT			
J.C. PENNEY'S	3,488.23	466358	3,488.23*
ENVIRONMENTAL CONTROL			
AT&T	33.08	466308	
DE LAGE LANDEN PUBLIC FINANCE	323.13	466396	
FUNCTION 4 LLC	89.62	466444	445.83*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	21,721.00	466417	
VECTOR SECURITY	65.50	466446	21,786.50*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	380.52	466253	
ENTERGY	24,293.71	466276	
HERNANDEZ OFFICE SUPPLY, INC.	120.00	466277	
M&D SUPPLY	73.07	466285	
RITTER @ HOME	588.90	466299	
SANITARY SUPPLY, INC.	2,393.29	466300	
ACE IMAGEWEAR	175.68	466303	
AT&T	16,062.50	466310	
TIME WARNER COMMUNICATIONS	76.49	466315	
HOBBY LOBBY	74.90	466324	
OTIS ELEVATOR COMPANY	2,808.46	466364	
CENTERPOINT ENERGY RESOURCES CORP	6,828.72	466370	
FIRETROL PROTECTION SYSTEMS, INC.	1,000.00	466384	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
AI FILTER SERVICE COMPANY	732.70	466402	
KWP TELECOM LLC	675.00	466430	
CINTAS CORPORATION	254.29	466434	
FUNCTION 4 LLC	19.41	466444	56,627.64*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	952.49	466267	
DE LAGE LANDEN PUBLIC FINANCE	140.00	466396	
FUNCTION 4 LLC	38.82	466444	1,131.31*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	118.97	466268	
W. JEFFERSON COUNTY M.W.D.	51.70	466323	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
SERVICE CENTER			260.08*
SPIDLE & SPIDLE	1,923.90	466251	
ENERGY COUNTRY	1,950.73	466270	
J.K. CHEVROLET CO.	1,409.69	466279	
THE MUFFLER SHOP	360.00	466290	
MUNRO'S	97.14	466291	
PHILPOTT MOTORS, INC.	121.85	466295	
RITTER @ HOME	231.99	466299	
FASTENAL	142.33	466332	
JEFFERSON CTY. TAX OFFICE	7.50	466335	
JEFFERSON CTY. TAX OFFICE	7.50	466336	
JEFFERSON CTY. TAX OFFICE	7.50	466337	
JEFFERSON CTY. TAX OFFICE	7.50	466338	
JEFFERSON CTY. TAX OFFICE	7.50	466339	
JEFFERSON CTY. TAX OFFICE	7.50	466340	
JEFFERSON CTY. TAX OFFICE	7.50	466341	
JEFFERSON CTY. TAX OFFICE	7.50	466342	
JEFFERSON CTY. TAX OFFICE	7.50	466343	
JEFFERSON CTY. TAX OFFICE	7.50	466344	
JEFFERSON CTY. TAX OFFICE	16.75	466345	
JEFFERSON CTY. TAX OFFICE	16.75	466346	
PETROLEUM SOLUTIONS, INC.	336.29	466366	
BUMPER TO BUMPER	515.48	466368	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
TITAN TESTING	1,106.53	466399	
mighty OF SOUTHEAST TEXAS	99.72	466401	
EASTEX PRESSURE WASHERS	396.00	466403	
ADVANCE AUTO PARTS	249.54	466413	
CINTAS CORPORATION	50.23	466434	
DENNIS LOWE	39.80	466436	
MIDNIGHT AUTO	79.95	466439	
FUNCTION 4 LLC	19.41	466444	
THE GOODYEAR TIRE & RUBBER COMPANY	4,168.50	466454	
IDENTIFIX	1,428.00	466455	
VETERANS SERVICE			14,905.58*
DE LAGE LANDEN PUBLIC FINANCE	240.00	466396	
FUNCTION 4 LLC	66.56	466444	
MOSQUITO CONTROL FUND			306.56*
MUNRO'S	258.71	466291	
RUTTY & MORRIS LLC	1,329.92	466376	
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
FEMA EMERGENCY			1,678.04**
DRC EMERGENCY SERVICES, LLC	62,133.98	466372	
LD CONSTRUCTION	83.43	466385	
SIGNATURE GROUP	593,906.42	466392	
FAMILY GROUP CONFERENCING			656,123.83**
DE LAGE LANDEN PUBLIC FINANCE	70.00	466396	
FUNCTION 4 LLC	19.41	466444	
J.C. FAMILY TREATMENT			89.41**
BEAUMONT OCCUPATIONAL SERVICE, INC.	198.80	466357	
PATRICIA PETERS	1,277.50	466432	
SECURITY FEE FUND			1,476.30**
GALLS LLC	37.06	466428	

NAME

AMOUNT

CHECK NO.

TOTAL

CASEY HARGRODER	5.00	466469	42.06**
LAW LIBRARY FUND			
LEXIS-NEXIS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC CASEY HARGRODER	1,167.87 70.00 19.41 10.00	466351 466396 466444 466469	1,267.28**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	110.56	466314	110.56**
GRANT A STATE AID			
HAYS COUNTY VICTORIA COUNTY JUVENILE SERVICES NORTHEAST TX JUVENILE CHIEFS ASSOC	14,775.00 6,278.39 150.00	466325 466381 466468	21,203.39**
COMMUNITY SUPERVISION FND			
BOSWORTH PAPER CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE JCCSC	426.75 868.25 42.05 350.00	466261 466283 466350 466391	1,687.05**
JEFF. CO. WOMEN'S CENTER			
KIM MCKINNEY, LPC, LMFT SYSCO FOOD SERVICES, INC. CLASSIC FORMS AND PRODUCTS BEN E KEITH FOODS CENTERPOINT ENERGY RESOURCES CORP ATTABOY TERMITE & PEST CONTROL ROCHESTER ARMORED CAR CO INC DE LAGE LANDEN PUBLIC FINANCE SAM'S CLUB DIRECT MATERA PAPER COMPANY INC SPOK INC GLOBAL TEL*LINK CORP FUNCTION 4 LLC	225.00 1,426.34 595.13 1,357.63 435.40 45.00 123.36 140.00 111.16 238.36 16.50 1,000.00 38.82	466287 466311 466363 466365 466370 466386 466390 466396 466408 466415 466422 466425 466444	5,752.70**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	75.48 90.00 24.96	466285 466396 466444	190.44**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	80.00 22.19	466396 466444	102.19**
LAW OFFICER TRAINING GRT			
HERNANDEZ OFFICE SUPPLY, INC. GALLS LLC	461.11 170.10	466277 466428	631.21**
COUNTY CLERK - RECORD MGT			
SOUTHERN COMPUTER WAREHOUSE MANATRON	1,751.88 11,560.85	466256 466378	13,312.73**
DRUG INTERVENTION COURT			
STERICYCLE, INC	35.00	466453	35.00**
COUNTY RECORDS MANAGEMENT			
CASEY HARGRODER	15.00	466469	15.00**
HOTEL OCCUPANCY TAX FUND			

NAME

AMOUNT

CHECK NO.

TOTAL

THE LABICHE ARCHITECTURAL GROUP	960.00	466257	
CITY OF BEAUMONT - WATER DEPT.	76.37	466266	
MUNRO'S	36.01	466291	
DE LAGE LANDEN PUBLIC FINANCE	315.00	466396	
FUNCTION 4 LLC	87.36	466444	1,474.74**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	466396	
FUNCTION 4 LLC	38.82	466444	
CASEY HARGRODER	5.00	466469	183.82**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	195.00	466405	195.00**
COASTAL RESTORATION PRJCT			
LJA ENGINEERING INC	6,300.00	466405	
MK CONSTRUCTORS	120,665.79	466407	
TIM RICHARDSON	10,500.00	466419	137,465.79**
AIRPORT FUND			
CITY OF NEDERLAND	486.53	466268	
AT&T	304.73	466309	
DE LAGE LANDEN PUBLIC FINANCE	140.00	466396	
FUNCTION 4 LLC	38.82	466444	970.08**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,534.52	466373	
RELIANCE STANDARD LIFE INSURANCE	5,954.89	466374	
EXPRESS SCRIPTS INC	187,687.58	466448	
NEUROMUSCULAR CORPORATE SOLUTIONS	23,400.00	466460	239,576.99**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,408.78	466371	2,408.78**
SHERIFF'S FORFEITURE FUND			
ASSURED PARTNERS AEROSPACE, LLC	3,070.00	466466	3,070.00**
DISTRICT CLERK FILING FEE			
CASEY HARGRODER	45.00	466469	45.00**
JUDICIAL SUPPORT FUND			
CASEY HARGRODER	42.00	466469	42.00**
ELECTRONIC FILING FEE			
CASEY HARGRODER	30.00	466469	30.00**
JUD/CT PERSONNELTRNG 100%			
CASEY HARGRODER	5.00	466469	5.00**
APPELLATE JUDICIAL SYSTEM			
CASEY HARGRODER	5.00	466469	5.00**
DISTRICT CRT RECORDS TECH			
CASEY HARGRODER	10.00	466469	10.00**
MARINE DIVISION			
CITY OF NEDERLAND	20.65	466268	
JACK BROOKS REGIONAL AIRPORT	487.20	466282	
BUMPER TO BUMPER	63.60	466368	

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12-10-2019

PAGE: 11

28

NAME

AMOUNT

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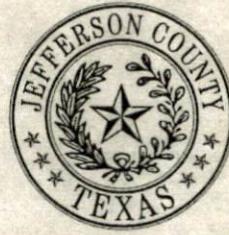
TOTAL

THE DINGO GROUP-PETE JORGENSEN MARI
ASSURED PARTNERS AEROSPACE, LLC

219.16
.00

466379
466466

790.61**
1,912,732.69***



Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at a regular meeting of the Commissioners' Court of Jefferson County, Texas, held on the 10th day of December, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

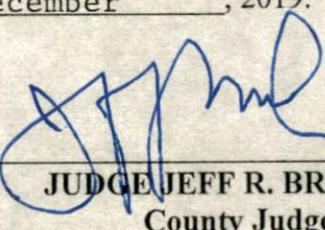
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 19, 2019; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Tropical Storm Imelda and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

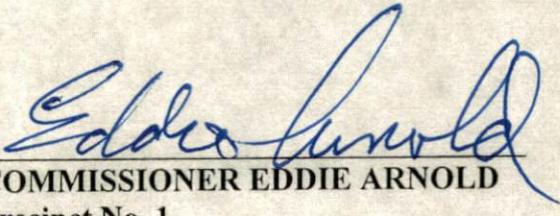
NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on September 19, 2019.

SIGNED this 10th day of December, 2019.

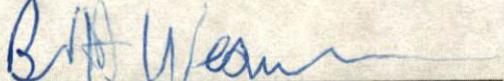


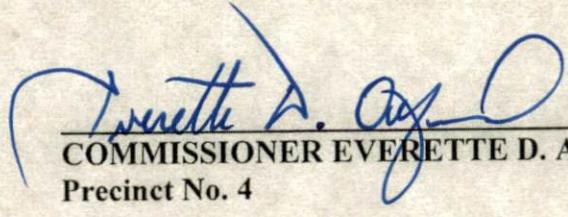
JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS §
COUNTY OF JEFFERSON §

JEFFERSON COUNTY COMMISSIONERS COURT RESOLUTION

APPROVING ARTICLES OF INCORPORATION AND BYLAWS FOR A LOCAL GOVERNMENT CORPORATION TO ENGAGE IN PLANNING CONCERNING DISASTER MITIGATION AND OTHER PROJECTS OR PROGRAMS TO PROTECT THE RESIDENTS OF OUR COMMUNITY, INFRASTRUCTURE, INDUSTRY, BUSINESSES AND HOUSING AGAINST FLOODING; TO DESIGN, DEVELOP, CONSTRUCT, OPERATE, MANAGE, REPAIR, MAINTAIN, FINANCE, EQUIP, IMPROVE, ENLARGE, EXTEND, ACQUIRE AND IMPROVE INTEGRATED FLOOD DAMAGE REDUCTION SYSTEMS; AND TO CONDUCT ANY AND ALL OTHER LAWFUL BUSINESS AND PERFORM ANY OTHER RELATED FUNCTION OR OPERATION

WHEREAS, Jefferson County, Texas, ("Sponsor"), acting through its governing body, the Jefferson County Commissioners Court (the "Commissioners Court"), has determined that establishing a local government corporation with neighboring counties and special purpose districts in order to plan, design, develop, construct, operate, manage, repair, maintain, finance, equip, improve, enlarge, extend, acquire, and improved integrated flood damage reduction systems is desirable to protect Jefferson County residents; and

WHEREAS, the Commissioners Court has considered the proposed Articles of Incorporation and bylaws of a local government corporation named 'Southeast Texas Flood Control District, LGC' (the "*Corporation*"), to act on behalf of the Sponsor and other Texas local governments; and determined that the formation of the Corporation is wise, expedient, necessary and desirable, and that the Sponsor and its residents will benefit from the Corporation engaging in planning concerning disaster mitigation and other projects or programs to protect infrastructure, industry, businesses and housing against storm surge induced flooding; designing, developing, constructing, operating, managing, repairing, maintaining, financing, equipping, improving, enlarging, extending, acquiring and improving integrated storm surge induced flood damage reduction systems; and conducting any and all other lawful business and perform any other function or operation related to any of the foregoing in all the Corporation's sponsoring counties of Jefferson, Hardin, Orange, Jasper, Newton, Chambers, Tyler and Liberty; and

WHEREAS, a majority of the Commissioners Court has adopted this Resolution and approves the form of the Articles of Incorporation, which includes persons specified as initial directors in such Articles of Incorporation as the initial directors of the Corporation for the respective terms specified in such Articles of Incorporation; and

WHEREAS, the approvals and appointments are solely for purposes of satisfying a condition to the filing of Articles of Incorporation of the Corporation with the Secretary of State of Texas and shall not be construed as a representation, warranty, or other undertaking of any kind by the Commissioners Court or the Sponsor in respect of the Corporation, and whereas no

obligation of the Corporation shall constitute an obligation of the Commissioners Court or the Sponsor or a pledge of the faith or credit of the Sponsor; and

WHEREAS, the meeting at which the Commissioners Court adopted the Articles of Incorporation and bylaws was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code; and

WHEREAS, the Commissioners Court finds that formation of the Corporation in accordance with the article and bylaws approved by the Commissioners Court serves a public purpose of Jefferson County, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSIONERS COURT, THAT:

1. The Jefferson County Commissioners Court hereby APPROVES the formation of the 'Southeast Texas Flood Control District, Inc.' under authority of Subchapter D, Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. § 431.101 *et seq.* and Texas Local Government Code Ann § 394.001 *et seq.* and the Texas Nonprofit Corporation Act Article § 1396-101 *et seq.*, TEXAS REV. CIV. STAT. ANN., as amended, to act on behalf of the Sponsor and other Texas local governments; and

2. The Jefferson County Commissioners Court hereby APPROVES and authorizes the form of the Articles of Incorporation of the Corporation attached hereto as Exhibit "A", and the Bylaws of the Corporation attached hereto as Exhibit "B", both of which are incorporated herein for all purposes, and has determined that the approval of these forms is wise, expedient, necessary and desirable;

3. The County Judge is hereby authorized to execute the Articles of Incorporation of the Corporation and all related documents on behalf of Jefferson County, Texas. The County Clerk is hereby authorized to attest to all such signatures, affix the seal of the County to all such documents and verify that the Jefferson County Commissioners Court has approved same;

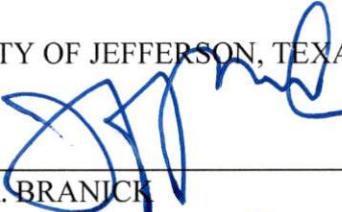
4. The Jefferson County Commissioners Court hereby grants the authority necessary for the County Judge, as a director of the Corporation, to approve the adoption of the Articles of Incorporation and Bylaws in the form attached hereto; and

5. The Jefferson County Commissioners Court hereby appoints the director of the Corporation for which Jefferson County, Texas is the sponsor, as set forth in the Articles of Incorporation of the Corporation.

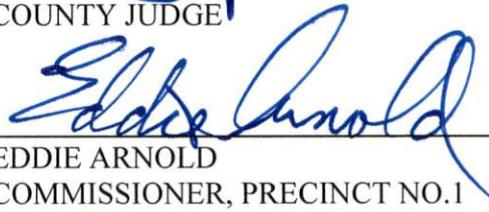
Upon Motion Duly Made and Seconded, the above Resolution is hereby ADOPTED,
by the Commissioners Court of Jefferson County, on this, the 10th day of November, 2019.

December

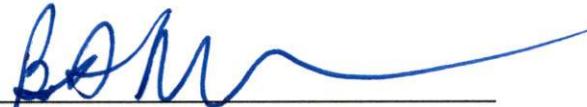
COUNTY OF JEFFERSON, TEXAS, By:



JEFF R. BRANICK
COUNTY JUDGE



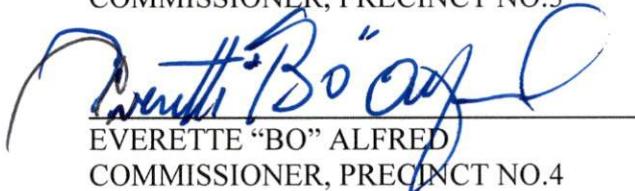
EDDIE ARNOLD
COMMISSIONER, PRECINCT NO.1



BRENT A. WEAVER
COMMISSIONER, PRECINCT NO.2



MICHAEL SHANE SINEGAL
COMMISSIONER, PRECINCT NO.3



EVERETTE "BO" ALFRED
COMMISSIONER, PRECINCT NO.4

ATTEST:



CAROLYN L. GUIDRY
COUNTY CLERK OF JEFFERSON COUNTY, TEXAS



EXHIBIT A

ARTICLES OF INCORPORATION
OF
SOUTHEAST TEXAS FLOOD CONTROL DISTRICT, LGC

**ARTICLES OF INCORPORATION
OF
SOUTHEAST TEXAS FLOOD CONTROL DISTRICT, LGC**

Pursuant to TEXAS LOCAL GOVERNMENT CODE §394.014, and under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (The Act), with the approval of a majority vote of the governing body's members in office of the Texas counties of Jefferson County, Hardin County, Orange County, Jasper County, Newton County, Chambers County, Tyler County, and Liberty County (the "Sponsors"), We the undersigned natural persons, each of whom is at least 18 years of age and a resident and qualified voter of the Sponsors and a citizen of the State of Texas, acting as incorporators of a corporation do adopt these Articles of Incorporation of the Southeast Texas Flood Control District, LGC.

ARTICLE ONE

NAME

The name of the Corporation is Southeast Texas Flood Control District, LGC.

ARTICLE TWO

CHARACTER

The Corporation is a public, nonprofit corporation.

ARTICLE THREE

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

PURPOSE

The Corporation is organized and is to be operated to aid, assist and act on behalf of the Sponsors for the following purposes: (a) to engage in coordinated planning with governmental entities and local communities concerning disaster mitigation and other projects or programs to protect residents, infrastructure, industry, businesses and housing within the boundaries of the Sponsors and watersheds impact areas within the boundaries of the sponsors. against flooding; (b) to design, develop, construct, operate, manage, repair, maintain, finance, equip, improve, enlarge, extend, acquire and improve integrated flood damage reduction systems within the boundaries of the Sponsors; and (c) to conduct any and all other lawful business and perform any other function or operation related to any of the foregoing. Flood damage reduction systems may include stormwater detention, drainage facilities, bulkheads, levees, seawalls, berms, barriers, pumps, gates and other structural, nonstructural or nature-based systems to suppress flooding and storm surge or reduce rainfall and storm surge-related flood damage. Those systems may also include ancillary improvements, such as measures to protect

and improve the quality of storm water or mitigate environmental effects; paved, macadamized or graveled roads; demolition of improvements or clearing of land; highway right-of-way improvements or beautification measures; utility relocation; hiking and cycling paths or sidewalks; beach replenishment measures; and parks or open space improvements.

The Corporation was formed pursuant to Subchapter D, Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. § 431.101 *et seq.* (the "Act") and Texas Local Government Code Ann § 394.001 *et seq.* ("Local Government Code") and the Texas Nonprofit Corporation Act Article § 1396-101 *et seq.*, TEXAS REV. CIV. STAT. ANN., as amended (the "Non-Profit Corporation Act"), which authorizes the Corporation to assist and act on behalf of the Sponsors and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to nonprofit corporations incorporated under the Texas Nonprofit Corporation Act which are consistent with the provisions of the Act. The Corporation will not exercise any rights, powers, privileges and authority or function contrary to federal mandates, Army Corps of Engineers, Flood Control Districts or Drainage, or Conservation Districts of sponsoring counties or entities or emergency management/homeland security responsibilities of Commissioners Court or Judges of sponsoring counties.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to nonprofit and local government corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions.

ARTICLE FIVE

MEMBERS

The Corporation shall have no members and no stock.

ARTICLE SIX

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 1149 Pearl St, Beaumont Texas 77701. The name of the initial registered agent of the Corporation at that address is Jeff Branick.

ARTICLE SEVEN

DIRECTORS AND VOTING

All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of twelve (12) persons. Each Sponsor shall appoint one (1) Director and the Board shall appoint four (4) At Large Directors. The initial Directors named herein shall serve for the term expiring on the date set forth opposite his or her name. Subsequent appointments shall be made by the Commissioners Court of each sponsoring county, with each Director serving a three (3) year term. Subsequent At Large appointments shall be made by a majority of the Sponsors. Any At Large Director may be removed from office at any time, with or without cause, by the Board and any Director may be removed from office at any time, with or respective Commissioners Court who appointed them and each Commissioners Court shall have the right to appoint a replacement for such removed Director. Any such removal by a Commissioners Court shall be effective immediately and that Commissioners Court shall appoint a replacement within sixty (60) days following such removal. In the event a director is not appointed by the Commissioners Court, the County Judge shall serve as the Director for that Sponsor.

To be qualified to serve as a Director, a person must be at least eighteen (18) years old and reside within the boundaries of the Sponsors. However, a person need not reside within the boundary of the appointing Sponsor in order to be appointed to the Board of Directors.

All matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation and the laws of the State of Texas.

The names and addresses of the persons who are to serve as the initial Directors are as follows, each of whom resides within the boundaries of the Sponsors:

Name	Address	Expiration of Term	Sponsor
Jeff Branick	1149 Pearl Street Beaumont, Texas 77701	12/31/2022	Jefferson County
Wayne McDaniel	300 West Monroe Street Kountze, Texas 77625	12/31/2022	Hardin County
John Gothia	123 South 6th St., Orange, Texas 77630	12/31/2022	Orange County
Mark Allen	121 N. Austin, Room 106 Jasper, Texas 75951	12/31/2022	Jasper County
Kenneth Weeks	110 Court St., Room 125 Newton, Texas 75966	12/31/2022	Newton County
Jimmy Sylvia	404 Washington P.O. Box 939 Anahuac, Texas 77514	12/31/2022	Chambers County

Jacques L. Blanchette	100 W. Bluff St. Woodville, Texas 75979	12/31/2022	Tyler County
Jay H. Knight	1923 Sam Houston St. Liberty, Texas 77575	12/31/2022	Liberty County
Jerry Shadden At Large	2500 SH 124 Stowell, Texas 77661	12/31/2022	Trinity Bay Conservation District
Joshua W. Allen, Sr At Large.	6550 Walden Rd. Beaumont, Texas 77720	12/31/2022	Jefferson County Drainage District No. 6
Phil Kelley At Large	4401 Ninth Avenue Port Arthur, Texas 77642	12/31/2022	Jefferson County Drainage District No. 7
Don Carona At Large	8081 Old Highway 90 Orange, Texas 77630	12/31/2022	Orange County Drainage District

ARTICLE EIGHT

INDEMNIFICATION AND RELEASE

To the maximum extent authorized by applicable law, the Corporation shall indemnify each director, officer, former director, and former officer of the Corporation for expenses and costs, including attorney's fees, actually and necessarily incurred by the director or officer in connection with, and each such person is released by the Corporation from, a claim asserted against the director or officer, by action in court or other forum, because of the person's being or having been a director or officer.

ARTICLE NINE

NOT FOR PROFIT

No part of the Corporation's net earnings shall inure to the benefit of, or be distributable to, any director, officer, or other private person, but the Corporation may pay reasonable compensation for services rendered or property acquired. No part of the Corporation's net earnings remaining after payment of its liabilities and expenses in accomplishing its public purpose may benefit any person other than the Sponsors.

No substantial part of the Corporation's activities shall be carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene (including by publishing or distributing of statements) in, any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the

Internal Revenue Service prescribed and promulgated pursuant to §103 of the Internal Revenue Code (or the corresponding section of any future federal tax code), and the Corporation is authorized to act on behalf of the Sponsors as provided in these Articles of Incorporation. However, the Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including, without limitation, Article III, §52 of said constitution, and no agreements, bonds, debts, or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts, or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the Sponsors or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE TEN

SPONSOR

The counties and districts set forth below are the Sponsors of the Corporation. Each Sponsor has adopted a resolution approving the form of these Articles of Incorporation by a majority vote of its Commissioners Court, as follows:

<u>Sponsor</u>	<u>Date of Adoption</u>
Jefferson County	_____, 2019
Hardin County	_____, 2019
Orange County	_____, 2019
Jasper County	_____, 2019
Newton County	_____, 2019
Chambers County	_____, 2019
Tyler County	_____, 2019
Liberty County	_____, 2019

ARTICLE ELEVEN

AMENDMENTS

This Articles of Incorporation may not be changed or amended unless approved by the Commissioners Court of each of the Sponsors.

ARTICLE TWELVE

DISSOLUTION

Subject to any restrictions in applicable state law, if each of the Sponsors considers and approves a resolution directing the Board to proceed with dissolution or if the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all the obligations incurred by the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution to that effect and declare the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law.

Upon dissolution of the Corporation,:;

- A. the assets of the Corporation shall be distributed among the Sponsors in accordance with the percentage of each Sponsor's contribution to the purchase of the assets of the Corporation; and
- B. any remaining liabilities of the Corporation shall be allocated as follows:

(1) if the liability was incurred for the benefit of fewer than all of the Sponsors, the liability shall be allocated to those Sponsors for whom the benefit was incurred based on the agreement of the benefitting Sponsors; and

(2) if the liability was incurred for the benefit of all the Sponsors, the liability shall be based on the percentage of each Sponsor's contributions to the purchase of the assets of the Corporation.

Nothing in this Certificate shall prohibit the Sponsors from agreeing to an allocation of assets and liabilities contrary to this Section, provided such allocation is not contrary to state law.

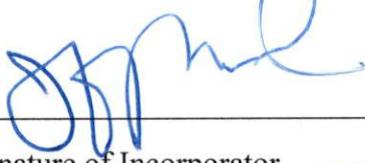
EFFECTIVENESS OF FILING

This document becomes effective when the document is filed by the Secretary of State.

EXECUTION

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Jefferson County Incorporators

Date 12/10/19

Signature of Incorporator

JEFF R. BRANICK

Printed Name of Incorporator



Signature of Incorporator

EDDIE ARNOLD

Printed Name of Incorporator



Signature of Incorporator

BRENT A. WEAVER

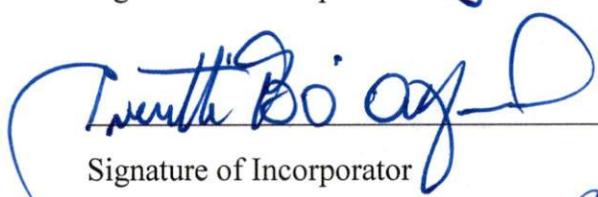
Printed Name of Incorporator



Signature of Incorporator

MICHAEL S. SINEGAL

Printed Name of Incorporator



Signature of Incorporator

EVERETTE "BO" ALFRED

Printed Name of Incorporator

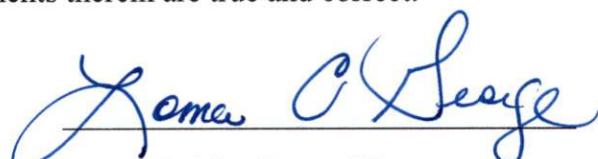
ADDRESS OF FILINGS 1149 PEARL, #200, BEAUMONT, TX 77701

STATE OF TEXAS

COUNTY OF JEFFERSON

Before me on this 1st day of January 2020 appeared Judge Jeff R. Branick and Commissioners Eddie Arnold, Brent A. Weaver, Michael S. Sinegal and Everette "Bo" Alfred, whose names are subscribed hereto as the Commissioners Court of Jefferson County, Texas, being first sworn, declared that the statements therein are true and correct.

My Commission Expires:

02-07-2023

Notary Public, State of Texas



VERIFICATION

BEFORE ME, the undersigned authority, personally appeared Carolyn Guidry, Jefferson County Clerk, known to me to be the person whose name is subscribed below, who, after being by me duly sworn, upon his oath, did depose and say that she is the County Clerk of Jefferson County, Texas; that she has examined the foregoing Articles of Incorporation of Southeast Texas Flood Control District, Inc. and that the same was approved by a majority of the Commissioners Court members in office by Resolution _____, at a meeting of the Commissioners Court of Jefferson County, Texas, held on DECEMBER 10, 2019; and as such she is duly authorized to make this verification.

Carolyn L Guidry
Carolyn Guidry, Jefferson County Clerk

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

SUBSCRIBED AND SWORN TO BEFORE ME by Carolyn Guidry, Jefferson County Clerk on this 10th day of January, 2019. 20

Haylee F
Haylee Fournier

Notary Public in and for the State of Texas

Haylee Fournier
(Stamped or Printed Name of Notary)

11-4-2023

My Commission Expires:

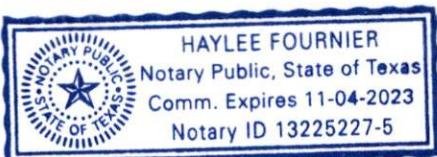


EXHIBIT B
BYLAWS
OF
SOUTHEAST TEXAS FLOOD CONTROL DISTRICT, LGC

**BYLAWS
OF
SOUTHEAST TEXAS FLOOD CONTROL DISTRICT, LGC**

**a Texas local government corporation created by and for
Jefferson, Hardin, Orange, Jasper, Newton, Chambers, Tyler and Liberty Counties**

Date of Adoption: _____, 2019

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BYLAWS
OF
Southeast Texas Flood Control District, LGC
a Texas local government corporation

ARTICLE 1

NAME AND PURPOSES

Section 1.1 Name.

The name of the corporation is Southeast Texas Flood Control District, LGC. (the "Corporation").

Section 1.2 Purposes.

The Corporation is organized and is to be operated to aid, assist and act on behalf of Jefferson, Hardin, Orange, Jasper, Newton, Chambers, Tyler, and Liberty Counties, (the "Sponsors") for the following purposes: (a) to engage in planning concerning disaster mitigation and other projects or programs to protect residents, infrastructure, industry, businesses and housing within the boundaries of the Sponsors against flooding; (b) to design, develop, construct, operate, manage, repair, maintain, finance, equip, improve, enlarge, extend, acquire and improve integrated flood damage reduction systems within the boundaries of the Sponsors; and (c) to conduct any and all other lawful business and perform any other function or operation related to any of the foregoing. Flood damage reduction systems may include bulkheads, levees, seawalls, berms, barriers, pumps, gates and other structural, nonstructural or nature-based systems to suppress storm surge or reduce storm surge-related flood damage. Those systems may also include ancillary improvements, such as measures to protect and improve the quality of storm water or mitigate environmental effects; paved, macadamized or graveled roads; demolition of improvements or clearing of land; highway right-of-way improvements or beautification measures; utility relocation; hiking and cycling paths or sidewalks; beach replenishment measures; and parks or open space improvements.

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and regardless of any other provisions of these Bylaws or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities or income to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any public election or election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and establishing a reserve shall be used for the benefit of the Corporation.

ARTICLE 2

BOARD OF DIRECTORS

Section 2.1 General Powers.

All powers of the Corporation are vested in the Board of Directors (the "Board").

Section 2.2 Appointment, Qualifications and Removal.

The Board shall consist of twelve (12) Directors. The number of Directors may be increased or decreased by the Board except that the number of Directors may never be less than one Director for each Sponsor. All other matters relating to Director appointment, qualifications, removal and vacancies shall be governed by the Articles of Incorporation of the Corporation and the laws of the State of Texas.

Section 2.3 Terms of Office.

Each Director shall hold office for a term of three (3) years, or until the Director's earlier death, resignation, disqualification or removal from office, and until the Director's successor shall have been duly selected and qualified; provided, however, that the initial terms of the initial Directors are specified in Article Seven of the Articles of Incorporation of the Corporation. If a Director has been appointed to fill an unexpired term, then such Director's term shall expire on the expiration date of the term of the Director he or she was appointed to fill.

Section 2.4 Resignations.

Any Director or Board officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2.5 Meetings.

The annual meeting of the Board shall be held at the time and at the location designated by resolution of the Board. Other regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Failure to hold the annual meeting at the designated time shall not work dissolution of the Corporation nor impair the powers, rights and duties of the Corporation's officers and Directors. Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board or by any two Directors. Meetings of the Board may be held by telephone conference, videoconference, interne broadcast or other means of communications technology as permitted under and in conformance with Chapter 551, Texas Government Code, as amended from time to time (the "Open Meetings Act").

Section 2.6 Notices of Meetings.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a county under the Open Meetings

Section 2.7 Quorum.

A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

Section 2.8 Conduct of Business.

At its meetings, the Board shall consider matters pertaining to the purposes of the Corporation in such order as from time to time the Board may determine. The Chair shall preside at all meetings of the Board, and in the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and the Vice Chair, a chair shall be chosen by the Board from among the Directors present. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 2.9 Voting.

A vote of the Board to approve the annual budget requires approval by a majority vote of the board. A vote of the board to approve a project located in an individual Sponsor requires the affirmative vote of the Director representing that individual Sponsor. For interim budget amendments and all other matters, a vote of a majority of the directors present and voting is required. In all matters, if there is no Director representing an individual Sponsor or if the Director representing an individual Sponsor is absent or is present and abstains from a vote, a majority of the Directors present and voting is required.

Section 2.10 Committees.

The Board may designate three (3) or more Directors to constitute a committee.

Section 2.11 Compensation.

No part of the income or revenues of the Corporation shall ever be paid to or inure to the benefit of any Director except for reimbursement of actual expenses incurred in connection with the business affairs of the Corporation, and no such reimbursement of expenses shall be made unless approved by the Board

ARTICLE 3

BOARD OFFICERS

Section 3.1 Board Officers.

The officers of the Board shall be the Chair, a Vice Chair, and such other Board officers as the Board may from time to time appoint. One person may not hold more than one Board office. The term of office for each officer of the Board shall be three (3) years. The officers of the Board shall be elected by the Board. All officers of the Board shall be subject to removal, with or without cause, at any time by a vote of two-thirds (2/3) of all Directors then in office.

Section 3.2 Chair.

The Chair shall preside at all meetings of the Board. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the Chair, may, upon authorization by resolution of the Board, sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other instruments of any kind in the name of the Corporation. The Chair may call special or emergency meetings of the Board.

Section 3.3 Vice Chair.

The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair's death, absence, disability, or resignation, or upon the Chair's inability to perform the duties of his or her office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken.

ARTICLE 4

OFFICERS OF THE CORPORATION

Section 4.1 President.

The Board shall appoint the President of the Corporation, who shall be the chief executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other instruments of any kind in the name of the Corporation which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by these Bylaws, or by statute, to some other officer or agent of the Corporation. In general, the President shall perform all duties prescribed by the Board from time to time. The President of the Corporation shall serve at the discretion of the Board, and may be removed by the Board at any time, with or without cause.

Section 4.2 Secretary.

The Board shall appoint the Secretary of the Board of the Corporation to keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Corporation records, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board or the President. The Secretary of the Corporation shall serve at the discretion of the Board, and may be removed by the Board at any time, with or without cause.

Section 4.3 Treasurer.

The Board shall appoint the Treasurer of the Corporation, who shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, deposit all such monies in the name of the Corporation in such banks as shall be selected in accordance with the provisions of these Bylaws, and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board. The Treasurer of the Corporation shall serve at the discretion of the Board, and may be removed by the Board at any time, with or without cause.

Section 4.4 Other Officers.

The Board may appoint other officers of the Corporation, including assistant secretaries and assistant treasurers.

ARTICLE 5

CONTRACTS, HANDLING OF FUNDS, AUDITS, AND RECORDS

Section 5.1 Contracts.

The Board may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. No contract or other transaction between the Corporation and any Director may be entered into by the Corporation except (1) on terms no more favorable to the Director than if such contract or transaction were entered into with a third party, and (2) when approved and authorized by a majority of the Board, and provided that any Director with whom such contract or transaction is proposed to be entered into shall not vote in such Board approval and authorization. Notwithstanding the foregoing, all transactions between the Corporation and any Director shall be in strict compliance with the laws of the State of Texas.

Section 5.2 Payment of Funds.

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary or Treasurer and countersigned by the President or the Chair in absence of the President.

Section 5.3 Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in a state or national bank or other federally insured depository institution selected as a depository of the funds of the Corporation.

Section 5.4 Gifts and Grants.

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Corporation shall also have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State.

Section 5.5 Fiscal Year.

The fiscal year of the Corporation shall commence on January 1st.

Section 5.6 Audits.

The Board shall cause to be maintained a proper and complete system of records and accounts of all transactions, business, and affairs of the Corporation. After the close of each fiscal year, the Corporation shall cause financial statements to be prepared which shall be audited by an independent certified public accountant or firm of independent certified public accountants. The Corporation shall furnish a copy of such audited financial statements, together with the independent certified accountants' report thereon, without cost to each sponsoring county. Each sponsoring county or their County Auditor shall have the right to conduct an independent audit or study of the Corporation at any time, and the Corporation shall assist and cooperate in such audits or studies.

Section 5.7 Books and Records.

The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors. All books and records may be inspected by representatives of any Sponsor at any reasonable time.

ARTICLE 6**GENERAL PROVISIONS****Section 6.1 Amendments.**

These Bylaws shall be effective from and after their adoption. These Bylaws may be amended by the affirmative vote of a majority of the Directors of the Corporation at any meeting of the Board of Directors, provided that notice of the proposed amendment shall have been mailed to each Director at least 72 hours prior to such meeting, and that such notice shall also be given in accordance with the Open Meetings Act.

Section 6.2 Articles of Incorporation.

These Bylaws are subject to, and governed by, the Articles of Incorporation.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that these Bylaws are the true and correct Bylaws of the Corporation duly adopted on _____, 2019.

Dated and executed this _____ day of _____, 2019.

By: _____
Name: _____
Title: Secretary of the Corporation

Jefferson County Incorporators

Date _____

Signature of Incorporator

Printed Name of Incorporator

Signature of Incorporator

Printed Name of Incorporator

Signature of Incorporator

Printed Name of Incorporator

Signature of Incorporator

Printed Name of Incorporator

Signature of Incorporator

Printed Name of Incorporator

STATE OF TEXAS

COUNTY OF JEFFERSON

Before me on this ____ day of December, 2019 appeared Judge Jeff R. Branick and Commissioners Eddie Arnold, Brent A. Weaver, Michael S. Sinegal and Everette "Bo" Alfred, whose names are subscribed hereto as the Commissioners Court of Jefferson County, Texas, being first sworn, declared that the statements therein are true and correct.

My Commission Expires:

Notary Public, State of Texas

**AGENDA ITEM****December 10, 2019**

Consider, possibly approve, authorize the County Judge to execute and receive and file Approval of a Tax-Exempt Financing Agreement for the Hughen Center, Inc. with Newark Cultural Education Facilities Finance Corporation and First Financial Bank, N.A. for improvements to the Hughen Schools pursuant to provisions of the Internal Revenue Code, 1986, Section 147 (f). (The County will have no responsibility or liability for this financing.)

**APPROVAL OF HIGHEST ELECTED OFFICIAL
OF JEFFERSON COUNTY, TEXAS**

WHEREAS, The Hughen Center, Inc. (the "*Borrower*"), in connection with a tax-exempt financing in the aggregate principal amount of \$15,000,000, has requested the approval of the Financing (as described below) and the Project (as defined below) located in Jefferson County, Texas; and

WHEREAS, the "*Financing*" consists of a loan agreement among the Borrower, Newark Cultural Education Facilities Finance Corporation (the "*Corporation*") and First Financial Bank, N.A. (the "*Lender*") through which the Lender will make a loan to the Corporation, which in turn will make a loan to the Borrower for the purpose of (A) financing the acquisition, construction, renovation and equipping of the Bob Hope High School Campus located at 4545 Hwy 73, Port Arthur, Texas 77642, including, but not limited to a new high school building (\$6,500,000); (B) financing the acquisition, construction, renovation and equipping of the Bob Hope Middle School Campus located at 2849 9th Avenue, Port Arthur, Texas 77642, including, but not limited to new and existing modular buildings (\$1,000,000); (C) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School Campus located at 4301 32nd Street, Port Arthur, Texas 77642, including, but not limited to, new and existing modular buildings (\$2,000,000); (D) financing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School – Beaumont Campus located at 7720 Park North Drive, Beaumont, Texas 77808, including, but not limited to new and existing modular buildings (\$3,000,000); (E) financing the acquisition, construction, renovation and equipping of a new adult day care building to be located approximately at the SE corner of 8th avenue and 27th Street, Port Arthur, Texas 77642 (\$2,500,000); (F) funding a debt service reserve fund; and (G) paying certain expenses in connection with the issuance of the Loans (the "*Project*");

WHEREAS, the public hearing was held on November 20, 2019 by the hearing officer and no member of the public presented comments orally or in writing. See the Certificate of Public Hearing attached hereto as Exhibit A; and

WHEREAS, in accordance with certain provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), as described below, notice of a public hearing was published in *Beaumont Enterprise* in the City of Jefferson, Jefferson County, Texas, on November 13, 2019 which notice provided that members of the public were invited to a hearing to be held on November 20, 2019 at 10:00 a.m. at the Bob Hope School, 2849 9th Avenue, Port Arthur, Texas 77642, in connection with the Financing and the Project. See the Publisher's Affidavit attached hereto as Exhibit B; and

WHEREAS, it is necessary for the undersigned, as the highest elected official of Jefferson County, Texas (the "*County*"), to approve the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code;

NOW, THEREFORE, the undersigned highest elected official of the County, acting solely in his official capacity as County Judge, hereby approves the Financing; provided that such approval shall be solely for the purposes of section 147(f) of the Code, and neither the County nor the undersigned shall have any responsibility or liability for the Financing or the Project.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE FINANCING WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE FINANCING WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF OR BY THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF ANY CORPORATION OR THE VALIDITY OF THE FINANCING. FURTHER, THE FACT THAT THE UNDERSIGNED HAS APPROVED THE FINANCING AS REQUIRED BY THE CODE MAY NOT, IN ANY EVENT, BE USED AS A SALES DEVICE WITH RESPECT TO THE FINANCING.

IN WITNESS WHEREOF, I have set my hand as of this DECEMBER 10, 2019.

JEFFERSON COUNTY, TEXAS

County Judge

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Newark Cultural Education Facilities Finance Corporation (the "Corporation"), The Hughen Center, Inc. ("Borrower") and First Financial Bank, N.A. in the maximum amount of \$15,000,000 (the "Loans") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Loans and the use of the proceeds thereof for the purpose of (A) financing the acquisition, construction, renovation and equipping of the Bob Hope High School Campus located at 4545 Hwy 73, Port Arthur, Texas 77642, including, but not limited to a new high school building (\$6,500,000); (B) financing the acquisition, construction, renovation and equipping of the Bob Hope Middle School Campus located at 2849 9th Avenue, Port Arthur, Texas 77642, including, but not limited to new and existing modular buildings (\$1,000,000); (C) financing and refinancing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School Campus located at 4301 32nd Street, Port Arthur, Texas 77642, including, but not limited to, new and existing modular buildings (\$2,000,000); (D) financing the acquisition, construction, renovation and equipping of the Bob Hope Elementary School – Beaumont Campus located at 7720 Park North Drive, Beaumont, Texas 77808, including, but not limited to new and existing modular buildings (\$3,000,000); (E) financing the acquisition, construction, renovation and equipping of a new adult day care building to be located approximately at the SE corner of 8th avenue and 27th Street, Port Arthur, Texas 77642 (\$2,500,000) (collectively, the "Project"); (F) funding a debt service reserve fund; and (G) paying certain expenses in connection with the issuance of the Loans.

2. Such hearing was conducted commencing at 10:00 a.m. on November 20, 2019 at the Bob Hope School, 2849 9th Avenue, Port Arthur, Texas 77642, which building and office was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

no persons presented comments orally or in writing.

the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this November 20, 2019.



Hearing Officer

EXHIBIT B
PUBLISHER'S AFFIDAVIT

Publishers Affidavit

Acct #063215106 Job =204110101
Name ORRICK

Tear Sheet Attached
3920602 B24288213

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Walt Lavergne
WHO BEING BY ME DULY SWEORN, DEPOSES AND SAYS THAT HE/SHE IS A NEWSPAPER REPRESENTATIVE
FOR THE BEAUMONT ENTERPRISE; THAT SAID NEWSPAPER REGULARLY PUBLISHED IN JEFFERSON COUNTY
CIRCULATED IN JEFFERSON, HARDIN, TYLER, NEWTON, ORANGE, JASPER, LIBERTY, SABINE, CHAMBERS,
SAN AUGUSTINE, ANGELINA AND GALVESTON COUNTY (COUNTIES), TEXAS; THAT THE ATTACHED NOTICE
IN SAID NEWSPAPER ON THE FOLLOWING DATE(S), TO WIT:

11-13-19

Walt Lavergne
NEWSPAPER REPRESENTATIVE

SWORN AND SUBSCRIBED TO BEFORE ME, THIS 14TH DAY OF NOVEMBER 2019,

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.

Dellah Metzen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PRINT OR TYPE NAME OF NOTARY PUBLIC
Dellah Metzen
MY COMMISSION EXPIRES
3-19-23



SPORTS BRIEFS

LSU-Alabama a ratings hit

NEW YORK — Television viewers flocked to the showdown between LSU and Alabama over the weekend, making it the top-rated regular season college football game in eight years.

The Nielsen company said 16.6 million people watched the game late Saturday afternoon, as LSU held off the Tide's late charge. At 7 p.m. Eastern, just before its conclusion, the audience topped 20 million people.

Similarly, the 6.7 million people who watched Minnesota beat Penn State earlier in the day was a winner for ABC. It was the network's biggest audience for a noon college football game in three years. It was particularly appealing to Minnesota fans; the rating for the game was the highest in Minneapolis of any college game since at least 2000, Nielsen said.

Behind the dominant force of "Sunday Night Football," NBC won the week in prime-time, averaging 7.1 million viewers. Fox averaged 6.7 million, CBS had 5.8 million, ABC had 4.3 million, Telemundo had 1.27 million, ION Television had 1.25 million, Univision had 1.2 million and the CW had 720,000.

ESPN was the week's most popular cable network, averaging 3.06 million viewers in prime time.

'NOLA no-call' suit saga ends

NEW ORLEANS — Louisiana's Supreme Court has refused to revive a New Orleans Saints fan's lawsuit against the NFL over officials' failure to call a penalty at a crucial point in a January playoff game.

The court denied a motion to rehear the case Tuesday.

Attorney Antonio LeMon filed the lawsuit after officials failed to flag a Los Angeles Rams player for obvious pass interference and an illegal helmet-to-helmet hit. The no-call helped the Rams beat the Saints and advance to the Super Bowl.

The state Supreme Court ruled against LeMon in September. He at first said he wouldn't appeal. But he changed his mind after the Catholic church cited elements of the NFL's decision in a

SOUTHEAST TEXAS JEDS

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Davis Royal K

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LEGAL NOTIC
Advertisement for
Bids
November 12, 2
Notice is her
sealed bids will

NOTICE OF PUBLIC
HEARING

NOTICE IS HEREBY GIVEN
that the Newark Cultural
Education Facilities Finance
Corporation (the
"Corporation"), a nonprofit
corporation created by the City of
Newark, Texas pursuant to
Chapter 337, Texas Local Gov-
ernment Code, will hold a public
hearing on November 20,
2019, commencing at 10:00
a.m. at the Bob Hope School,
2849 9th Avenue, Port Arthur,
Texas 77842, to provide an op-
portunity for all interested per-
sons to be heard with respect
to a proposed loan (qualified
501(c)(3) bonds as defined in
Section 145 of the Internal
Revenue Code of 1986, as
amended) from First Financial
Bank, N.A. (the "Bank") to the
Corporation in the maximum
amount of \$15,000,000 and a
proposed loan from the Corpo-
ration to The Hughes Center,
Inc. (the "Borrower" in the
same amount (collectively, the
"Loans"); all pursuant to a
Loan Agreement by and
among the Corporation, the
Bank and the Borrower.
The Loans are being made for
the purpose of (A) financing
the acquisition, construction,
renovation and equipping of
the Bob Hope High School
Campus located at 4545 Hwy
73, Port Arthur, Texas 77842,
including, but not limited to a
new high school building
(\$6,500,000); (B) financing the
acquisition, construction, ren-
ovation and equipping of the
Bob Hope Middle School Cam-
pus located at 2849 9th Avenue,
Port Arthur, Texas 77842,
including, but not limited to
new and existing modular
buildings (\$1,000,000); (C) fi-
nancing and refinancing the
acquisition, construction, ren-
ovation and equipping of the
Bob Hope Elementary School
Campus located at 4301 32nd
Street, Port Arthur, Texas
77842, including, but not lim-
ited to, new and existing modu-
lar buildings (\$2,000,000); (D)
financing the acquisition, con-
struction, renovation and e-
quipping of the Bob Hope Ele-
mentary School - Beaumont
Campus located at 7720 Park
North Drive, Beaumont, Texas
77808, including, but not lim-
ited to new and existing modu-
lar buildings (\$3,000,000); (E)
financing the acquisition, con-
struction, renovation and e-
quipping of a new adult day
care building to be located ap-
proximately at the SE corner of
8th Avenue and 27th Street,
Port Arthur, Texas 77842
(\$2,500,000) (collectively, the
"Project"); (F) funding a debt
service reserve fund; and (G)
paying certain expenses in
connection with the issuance

Email

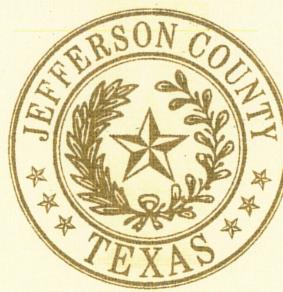
Dr

Coastal
Inc. is hirin
CDL driver
mixer trucks.
Vision, Life &
Apply in per
Ready Mix,
Twin City H
Neder

TO BEA

Dr

Jefferson County



RECEIVED DEC - 3 2019

Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

December 3, 2019

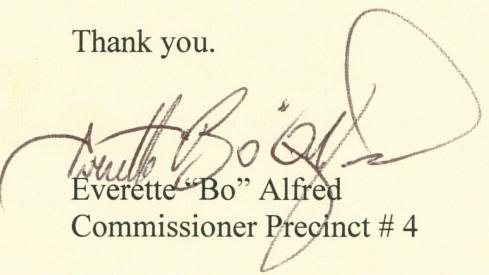
Ms. Loma George
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Tuesday, December 10, 2019, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2019.

Thank you.


Everette "Bo" Alfred
Commissioner Precinct # 4

Enclosure

EA/nr

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/2019 - 12/31/2019

Hon. Everette "Bo" Alfred
Commissioner
Jefferson County
PO Box 4025
Beaumont, TX 77704-4025
Phone: (409) 835-8443
Fax: (409) 784-5803

ID:
204898
Term:
1/1/2018 - 12/31/2019

Date	Description	Earned Hours
1/1/2019	Excess hours carried from 2018	8.00
5/16/2019	2019 North and East County Judges and Comm. Conference	9.00
Total Hours Earned: 17.00		

**You have met your 2019 Commissioner Statutory Continuing Education requirement.
You will carry forward 1.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

**AGENDA ITEM****December 10, 2019**

Consider, possibly, approve and authorize the County Judge to execute a Special Warranty Deed from Jefferson County to the City of Port Arthur, TX for the following parcels of land pursuant to Section 272.001, Texas Local Government Code.

Tract I: 0.6823 Acres of Lots 2-4, Block 151, with 10feet of adjoining alley, City of Port Arthur;

Tract II: 0.154 acres of Lots 2-4, Block 151, City of Port Arthur for ingress and egress;

Tract III: 0.2539 acres of parts of Lots 4&5, Block 151, with 10 feet of adjoining alley, City of Port Arthur for ingress and egress;

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THE INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: 10th day December, 2019

Grantor: Jefferson County, Texas

Grantor's Mailing Address (including county)

Jefferson County Courthouse
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Grantee: City of Port Arthur, Texas, a municipal corporation

Grantee's Mailing Address (including county):

P.O. Box 109
Port Arthur, Jefferson County, Texas TX
77641-1089

Consideration: Pursuant to 272.001 of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be: that the City of Port Arthur, a municipal corporation, agrees to utilize said land and building located at:

Tract I: 0.6823 acre of land part of Lots 2-4, Block 151, with 10' of adjoining alley, City of Port Arthur;

Tract II: 0.1054 acre of land, for ingress/egress easement purposes, part of Lots 2-4, Block 151, City of Port Arthur

Tract III: 0.2539 acre of land for ingress/egress easement purposes, part of Lots 4&5, Block 151, with 10' of adjoining alley, City of Port Arthur.

For the purpose of building a secured parking lot and storage area for the Port Arthur Police Department. The ownership of this tract will automatically revert to Jefferson County if the City of Port Arthur, Texas, fails to use this property for this purpose.

Property (including any improvement): In Port Arthur, Jefferson County, Texas, and more fully described in Exhibit "A" attached hereto.

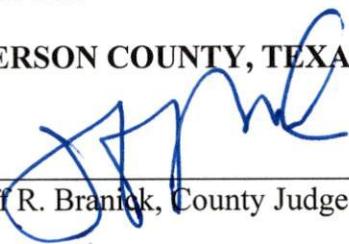
Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights -of-way and prescriptive rights whether recorded or not, and all recorded reservations if any and zoning and other laws affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by and through only the grantor.

Executed on the 16th day of DECEMBER A.D. 2019.

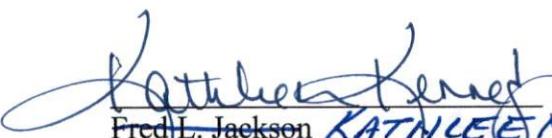
GRANTOR:

JEFFERSON COUNTY, TEXAS

By: 

Jeff R. Branick, County Judge

APPROVED AS TO FORM:


 Fred L. Jackson KATHLEEN KENNEDY
 Attorney to the County Judge CHIEF ATTORNEY
DISTRICT ATTORNEY, CIVIL DIVISION

ATTEST:

Sherri Bellard, City Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jeff R. Branick, County Judge for Jefferson County, Texas, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of
DECEMBER A.D. 2019.



Roma A. George
Notary Public, State of Texas

Loma C George
Print Notary Name Here



AGREED TO AND ACCEPTED on this the _____ day of _____, 2019.

GRANTEE:

CITY OF PORT ARTHUR, TEXAS

By: _____
Ronald Burton, City Manager

ACKNOWLEDGEMENT

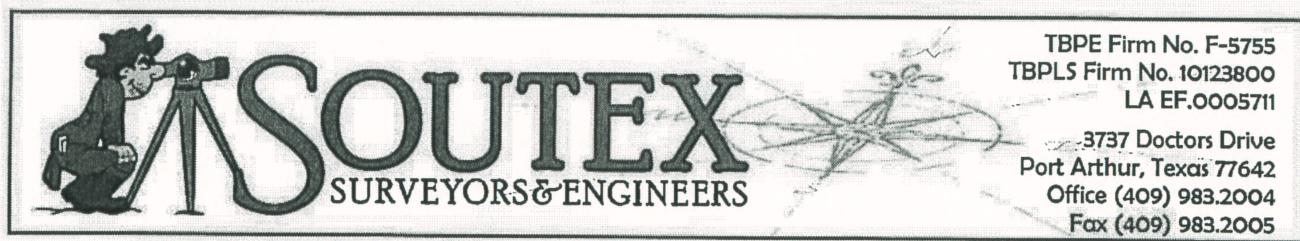
THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this day personally appeared Ronald Burton, City Manager of the City of Port Arthur, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of
_____, A.D. 2019.

Notary Public, State of Texas

Print Notary Name Here



TRACT I
0.6823 ACRE OF LAND
PART OF LOTS 2-4, BLOCK 151
WITH 10' OF ADJOINING ALLEY
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

BEING 0.6823 acre of land, part of Lots 2-4, Block 151, with 10' of adjoining alley abandoned by Ordinance No. 69-59, recorded in Volume 1626, Page 186, Deed Records, Jefferson County, Texas, City of Port Arthur, recorded in Volume 1, Page 50, Map Records, Jefferson County, Texas; being part of a (Called 4.0883) acre tract of land described in a deed to Jefferson County, Texas, recorded in Film Code 105-23-0405, Official Public Records, Jefferson County, Texas; said 0.6823 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

COMMENCING at a brass disc, found on the Southwest line of a tract of land described in a deed to Jefferson County, recorded in File No. 2014030955, Official Public Records, Jefferson County, Texas, for the most northerly corner of the (Called 4.0883) acre tract, and the most easterly corner of a tract of land described in a deed to William Edward Kestler, recorded in File No. 2010033180, Official Public Records, Jefferson County, Texas; said brass disc having coordinates of N: 13899715.01, E: 3574372.15; from which a brass disc found for the most easterly corner of the (Called 4.0883) acre tract, bears South 53 deg. 18 min. 07 sec. East (Called South 48 deg. 47 min. 00 sec. East), a distance of 118.69' (Called 118.82');

THENCE, South 36 deg. 38 min. 39 sec. West (Called South 41 deg. 13 min. 00 sec. West), on the Northwest line of the (Called 4.0883) acre tract, a distance of 326.89' to a half-inch steel rod, capped and marked "SOUTEX", set for the **POINT OF BEGINNING**, and most northerly corner of the herein described tract; said capped rod having coordinates of N: 13899452.72, E: 3574177.04;

THENCE, South 53 deg. 21 min. 21 sec. East, a distance of 129.56' to a MAG spike in asphalt, set for corner;

THENCE, South 04 deg. 38 min. 18 sec. East, a distance of 55.24' to a MAG nail in asphalt, set for the most easterly corner of the herein described tract;

THENCE, South 36 deg. 38 min. 39 sec. West, a distance of 142.10' to a MAG nail in asphalt, set for the most southerly corner of the herein described tract;

THENCE, North 53 deg. 21 min. 21 sec. West, a distance of 166.00' to a half-inch steel rod, capped and marked "SOUTEX", set on the Northwest line of the (Called 4.0883) acre tract, for the most westerly corner of the herein described tract; from which a brass disc, found on the Northeast right-of-way line of Waco Avenue, for the most westerly corner of the (Called 4.0883) acre tract, bears South 36 deg. 38 min. 39 sec. West (Called South 41 deg. 13 min. 00 sec. West), a distance of 159.50';

THENCE, North 36 deg. 38 min. 39 sec. East (Called North 41 deg. 13 min. 00 sec. East), on the Northwest line of the (Called 4.0883) acre tract, a distance of 183.61' to the **POINT OF BEGINNING**, and containing 0.6823 acre of land, more or less.

TRACT II
0.1054 ACRE OF LAND
FOR INGRESS/EGRESS EASEMENT PURPOSES
PART OF LOTS 2-4, BLOCK 151
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

BEING 0.1054 acre of land, for ingress/egress easement purposes, part of Lots 2-4, Block 151, City of Port Arthur, recorded in Volume 1, Page 50, Map Records, Jefferson County, Texas; being part of a (Called 4.0883) acre tract of land described in a deed to Jefferson County, Texas, recorded in Film Code 105-23-0405, Official Public Records, Jefferson County, Texas, and part of a 0.6823 acre tract, known as Tract I, surveyed this same date; said 0.1054 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

COMMENCING at a brass disc, found on the Southwest line of a tract of land described in a deed to Jefferson County, recorded in File No. 2014030955, Official Public Records, Jefferson County, Texas, for the most northerly corner of the (Called 4.0883) acre tract, and the most easterly corner of a tract of land described in a deed to William Edward Kestler, recorded in File No. 2010033180, Official Public Records, Jefferson County, Texas; said brass disc having coordinates of N: 13899715.01, E: 3574372.15; from which a brass disc found for the most easterly corner of the (Called 4.0883) acre tract, bears South 53 deg. 18 min. 07 sec. East (Called South 48 deg. 47 min. 00 sec. East), a distance of 118.69' (Called 118.82');

THENCE, South 36 deg. 38 min. 39 sec. West (Called South 41 deg. 13 min. 00 sec. West), on the Northwest line of the (Called 4.0883) acre tract, a distance of 326.89' to a half-inch steel rod, capped and marked "SOUTEX", set for the most northerly corner of said Tract I;

THENCE, South 53 deg. 21 min. 21 sec. East, on the Northeast line of said Tract I, a distance of 15.00' to a MAG spike, set for the **POINT OF BEGINNING**, and most northerly corner of the herein described tract; said point having coordinates of N: 13899443.77, E: 3574189.08;

THENCE, South 53 deg. 21 min. 21 sec. East, continuing on the Northeast line of said Tract I, a distance of 25.00' to a point for the most easterly corner of the herein described tract; from which a mag nail in asphalt, set for an angle point in the Northeast line of said Tract I, bears South 53 deg. 21 min. 21 sec. East, a distance of 89.56';

THENCE, South 36 deg. 38 min. 39 sec. West, a distance of 183.61' to a point on the Southwest line of said Tract I, for the most southerly corner of the herein described tract; from which a MAG nail in asphalt, set for the most southerly corner of said Tract I, bears South 53 deg. 21 min. 21 sec. East, a distance of 126.00';

THENCE, North 53 deg. 21 min. 21 sec. West, on the Southwest line of said Tract I, a distance of 25.00' to a point for the most westerly corner of the herein described tract; from which a half-inch steel rod, capped and marked "SOUTEX", set on the Northwest line of the (Called 4.0883) acre tract, for the most westerly corner of said Tract I, bears North 53 deg. 21 min. 21 sec. West, a distance of 15.00';

THENCE, North 36 deg. 38 min. 39 sec. East, 15' southeasterly of and parallel to the Northwest line of said Tract I, a distance of 183.61' to the **POINT OF BEGINNING**, and containing 0.1054 acre of land, more or less.

TRACT III
0.2539 ACRE OF LAND
FOR INGRESS/EGRESS EASEMENT PURPOSES
PART OF LOTS 4 & 5, BLOCK 151
WITH 10' OF ADJOINING ALLEY
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

BEING 0.2539 acre of land, for ingress/egress easement purposes, part of Lots 4 & 5, Block 151, with 10' of adjoining alley abandoned by Ordinance No. 69-59, recorded in Volume 1626, Page 186, Deed Records, Jefferson County, Texas, City of Port Arthur, recorded in Volume 1, Page 50, Map Records, Jefferson County, Texas; being part of a (Called 4.0883) acre tract of land described in a deed to Jefferson County, Texas, recorded in Film Code 105-23-0405, Official Public Records, Jefferson County, Texas; said 0.2539 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

COMMENCING at a brass disc found on the Northeast right-of-way line of Waco Avenue, for the most westerly corner of the (Called 4.0883) acre tract; said brass disc having coordinates of N: 13899177.43, E: 3573972.26;

THENCE, South 53 deg. 21 min. 21 sec. East (Called South 48 deg. 47 min. 00 sec. East), on the Northeast right-of-way line of Waco Avenue, a distance of 37.96' to the **POINT OF**

BEGINNING, and most westerly corner of the herein described tract; said point having coordinates of N: 13899154.77, E: 3574002.72;

THENCE, North 33 deg. 55 min. 56 sec. East, a distance of 135.65' to a point for corner;

THENCE, North 53 deg. 21 min. 21 sec. West, a distance of 31.54' to a point for corner on the Northwest line the (Called 4.0883) acre tract;

THENCE, North 36 deg. 38 min. 39 sec. East (Called North 41 deg. 13 min. 00 sec. East), on the Northwest line of the (Called 4.0883) acre tract, a distance of 24.00' to a half-inch steel rod, capped and marked "SOUTEX", set for the most westerly corner of a tract of land, known as Tract I, surveyed this same date, and the most northerly corner of the herein described tract;

THENCE, South 53 deg. 21 min. 21 sec. East, on the Southwest line of said Tract I, at 166.00' passing a MAG nail in asphalt, set for the most southerly corner of said Tract I, and continuing a total distance of 231.74' to a point for the most easterly corner of the herein described tract;

THENCE, South 28 deg. 03 min. 46 sec. West, a distance of 161.30' to a point on the Northeast right-of-way line of Waco Avenue, for the most southerly corner of the herein described tract;

THENCE, North 53 deg. 21 min. 21 sec. West (Called North 48 deg. 47 min. 00 sec. West), on the Northeast right-of-way line of Waco Avenue, a distance of 20.23' to a point for corner;

THENCE, North 28 deg. 03 min. 46 sec. East, a distance of 137.03' to a point for corner;

THENCE, North 53 deg. 21 min. 21 sec. West, a distance of 163.58' to a point for corner;

THENCE, South 33 deg. 55 min. 56 sec. West, a distance of 135.65' to a point for corner on the Northeast right-of-way line of Waco Avenue;

THENCE, North 53 deg. 21 min. 21 sec. West (Called North 48 deg. 47 min. 00 sec. West), on the Northeast right-of-way line of Waco Avenue, a distance of 20.02' to the **POINT OF BEGINNING**, and containing 0.2539 acre of land, more or less.

These descriptions are based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on November 1, 2019.

City of Port Arthur
LS-19-0877



**AGENDA ITEM****December 10, 2019**

Consider and approve Urgent Need National Objective Form for South China Texas Drainage Project related to Hurricane Harvey CDBG Program.



COMMUNITY DEVELOPMENT & REVITALIZATION
 The Texas General Land Office
Urgent Need National Objective Form

Subrecipient: JEFFERSON COUNTY	Contract Number:
Service Area # and Project Name: S. CHINA	

To comply with the national objective of meeting community development needs having a particular urgency, an activity must be designed to alleviate existing conditions which the local government certifies and state determines (1) pose a serious and immediate threat to the health or welfare of the community, (2) is of recent origin or recently became urgent, (3) the grant recipient is unable to finance the activity on its own, and (4) other sources of funding are not available to carry out the activity. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the state grant recipient certification. **Please refer to 24 CFR 570.483(d), See the HUD Guide to National Objectives and Eligible Activities for State CDBG Program for further information.**

1. The local government must certify and provide documentation that the activity to be conducted under the Urgent Need National Objective meets all of the following:

- * Poses a serious and immediate threat to the health or welfare of the community.
- * Is of recent origin or recently became urgent (i.e., local government must have identified it as an urgent need during or immediately following the disaster).
- * The local government is not able to finance the activity on its own.
- * No other sources of funding are available to carry out the activity.

2. Enter the date that the need was identified as urgent:

24-Aug-17

3. Enter the name and title of the individual who made the determination that the conditions were urgent:

JEFF R. BRANICK, COUNTY JUDGE

4. Describe the location where the urgent conditions existed (i.e., city, county, streets, service area, etc.):

South China - Census Tract 114 Blk Group 4

5. Describe the nature and degree of seriousness of the conditions requiring assistance, including persons or neighborhoods affected by the conditions:

S. China sustained high-level winds and unprecedeted flooding. The hurricane snapped limbs, toppled trees, packed leaves and shifted soil into ditches and waterways. The sustained flooding and debris prevented water from draining, causing flooding and damage to roads, businesses and residential properties. Public Infrastructure. Roadways in, out, and through the area were flooded for 2 days causing an unsafe situation for emergency access.

6. Describe the timing or the development of the conditions:

The conditions developed during Hurricane Harvey (standing water over multiple days).

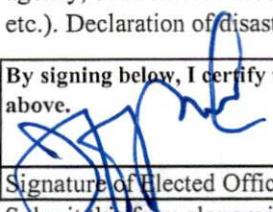
7. Describe how the activity to be funded by CDBG-DR will alleviate the urgent condition:

The proposed project will improve drainage and prevent future flooding. Residents used Jefferson County roadways for evacuation and disaster response purposes. Deposit of vegetation debris are inhibiting the natural flow of water throughout the community and the County. Water accumulating at blockages, covering roads, driveways, encroaches on and flooding septic systems, wells, homes, and commercial buildings. The proposed project will greatly reduce future flooding and damage to residential homes.

8. Indicate why there are no other resources available to address the need (i.e., does not qualify for FEMA assistance, not covered by insurance, etc.):

The proposed project does not qualify for FEMA Public Assistance and it is not covered by insurance. This project is being reviewed for a FEMA HMGP Grant and CDBG Funds are being used to cover the local match.

9. List the documentation that the local government can provide to show that the conditions are urgent (i.e., resolution of the local governing body, photographs of conditions noted with date and address, notices from the Health Department or other agency, code enforcement documentation, resolution of the local governing body acknowledging the threat to the community, etc.). Declaration of disaster

By signing below, I certify that the activities funded under the Urgent Need National Objective meet the criteria stated in number 1 above.		
	County Judge	12.10.19
Signature of Elected Official	Title:	Date (Mayor/County Judge)

Submit this form along with copies of all supporting documentation to GLO-CDR for every project funded under the Urgent Need National Objective.



AGENDA ITEM

December 10, 2019

Consider and approve Urgent Need National Objective Form for Byrd Gully Drainage Project related to Hurricane Harvey CDBG Program.



COMMUNITY DEVELOPMENT & REVITALIZATION
 The Texas General Land Office
Urgent Need National Objective Form

Subrecipient: JEFFERSON COUNTY

Contract Number:

Service Area # and Project Name: Byrd Gully Drainage Improvements

To comply with the national objective of meeting community development needs having a particular urgency, an activity must be designed to alleviate existing conditions which the local government certifies and state determines (1) pose a serious and immediate threat to the health or welfare of the community, (2) is of recent origin or recently became urgent, (3) the grant recipient is unable to finance the activity on its own, and (4) other sources of funding are not available to carry out the activity. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the state grant recipient certification. Please refer to 24 CFR 570.483(d), See the **HUD Guide to National Objectives and Eligible Activities for State CDBG Program** for further information.

1. The local government must certify and provide documentation that the activity to be conducted under the Urgent Need National Objective meets all of the following:

- * Poses a serious and immediate threat to the health or welfare of the community.
- * Is of recent origin or recently became urgent (i.e., local government must have identified it as an urgent need during or immediately following the disaster).
- * The local government is not able to finance the activity on its own.
- * No other sources of funding are available to carry out the activity.

2. Enter the date that the need was identified as urgent:

24-Aug-17

3. Enter the name and title of the individual who made the determination that the conditions were urgent:

JEFF R. BRANICK, COUNTY JUDGE

4. Describe the location where the urgent conditions existed (i.e., city, county, streets, service area, etc.):

Byrd Gully Drainage Improvements - An area in Jefferson County, Texas west of Beaumont near the intersection of Dishman Rd. and Gentry Road

5. Describe the nature and degree of seriousness of the conditions requiring assistance, including persons or neighborhoods affected by the conditions:

Byrd Gully Drainage Improvements project area sustained high-level winds and unprecedented flooding. The hurricane snapped limbs, toppled trees, packed leaves and shifted soil into ditches and waterways. The sustained flooding and debris prevented water from draining, causing flooding and damage to roads, businesses and residential properties. Roadways in, out, and through the area were flooded for 2 days causing an unsafe situation for emergency access.

6. Describe the timing or the development of the conditions:

The conditions developed during Hurricane Harvey (standing water over multiple days).

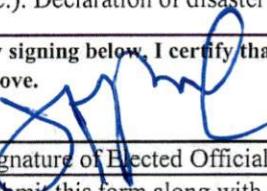
7. Describe how the activity to be funded by CDBG-DR will alleviate the urgent condition:

The proposed project will improve drainage and prevent future flooding. Residents used Jefferson County roadways for evacuation and disaster response purposes. Deposit of vegetation debris are inhibiting the natural flow of water throughout the community and the County. Water accumulating at blockages, covering roads, driveways, encroaches on and flooding septic systems, wells, homes, and commercial buildings. The proposed project will greatly reduce future flooding and damage to residential homes.

8. Indicate why there are no other resources available to address the need (i.e., does not qualify for FEMA assistance, not covered by insurance, etc.):

The proposed project does not qualify for FEMA Public Assistance and it is not covered by insurance. This project is being reviewed for a FEMA HMGP Grant and CDBG Funds will be used to cover the local match.

9. List the documentation that the local government can provide to show that the conditions are urgent (i.e., resolution of the local governing body, photographs of conditions noted with date and address, notices from the Health Department or other agency, code enforcement documentation, resolution of the local governing body acknowledging the threat to the community, etc.). Declaration of disaster

By signing below, I certify that the activities funded under the Urgent Need National Objective meet the criteria stated in number 1 above.		
	<u>County Judge</u>	<u>12-10-19</u>
Signature of Elected Official	Title:	Date (Mayor/County Judge)

Submit this form along with copies of all supporting documentation to GLO-CDR for every project funded under the Urgent Need National Objective.



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 10th day of December, 2019, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Elizabeth Bordelon, has devoted 24 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Elizabeth Bordelon served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Elizabeth Bordelon dedicated her talents and services to the sometimes overwhelming task of collecting property taxes. She also used her talent collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles, and many other activities necessary for the daily functioning of the County Tax Office;

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Elizabeth Bordelon for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 10th day of December, 2019.

JUDGE JEFF R. BRANICK
COUNTY JUDGE

EDDIE ARNOLD
Commissioner, Pct. #1

BRENT A. WEAVER
Commissioner, Pct. #2

ABSENT
MICHAEL S. SINEGAL
Commissioner, Pct. #3

EVERETTE D. ALFRED
Commissioner, Pct. #4





Joleen E. Fregia
Chief Deputy
 e-mail
joleen@co.jefferson.tx.us

Charlie Hallmark
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 e-mail
challmark@co.jefferson.tx.us

December 4th, 2019

Judge Jeff R. Branick
 County Commissioners
 Jefferson County
 Beaumont, TX 77701

Dear Judge and Commissioners:

Attached are certificates of all my continuing education hours through November, 2019, as required by law. Please put this on the agenda to receive and file.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark".

Charlie Hallmark, CIO

For Commissioners Court Agenda, December 10th, 2019
 Agenda should read:

Receive and File certificates for Jefferson County Treasurer, Charlie Hallmark, to verify completion of:
 (a) Mandatory County Treasurer Continuing Education Training required under Local Government Code 83.002 and, (b) Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 (2) also known as the Public Funds Investment Act.

County Treasurers' Association of Texas



Certificate of Attendance

presented to

Charlie Hallmark
Jefferson County

for completion of 20 hours of educational instruction during the

47th Annual County Treasurers' Continuing Education Seminar

April 15-18, 2019 • Sheraton Austin Hotel at the Capitol • Austin, Texas

Jan Hartl

Honorable Jan Hartl, President

County Treasurers' Association of Texas

Alan J. Dierschke

Honorable Alan Dierschke, Chair

Certification and Validation Committee

County Treasurers' Association of Texas



Certificate of Attendance

presented to

Charlie Hallmark
Jefferson County

for completion of 5 hours of instruction specific to the statutory requirements of the Texas

Government Code Chapter 2256.008 of the Public Funds Investment Act

47th Annual County Treasurers' Continuing Education Seminar

April 15-18, 2019 • Sheraton Austin Hotel at the Capitol • Austin, Texas

A handwritten signature in black ink that reads "Alan J. Dierschke".

Honorable Jan Hartl, President

County Treasurers' Association of Texas

Honorable Alan Dierschke, Chair

Certification and Validation Committee



Emmett & Miriam
McCoy
College of Business Administration

Texas Association of Counties
Certificate of Attendance

This certifies that

Charlie Hallmark

MEMBER, COUNTY INVESTMENT ACADEMY

Successfully completed 10 hours of investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act.

This and the ongoing commitment to continuing education provide maximum benefit to

Jefferson County

Texas Public Funds Investment Conference

November 7-8, 2019 • The Westin Houston Hotel • Houston

The County Investment Academy is a partnership between the Texas Association of Counties and the McCoy College of Business Administration at Texas State University.

Larry Gallardo

Hon. Larry Gallardo, President

Susan M. Redford

Susan M. Redford, Executive Director

Regular, December 10, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 10, 2019