

*Notice of Meeting and Agenda and Minutes
February 18, 2020*

SPECIAL, 2/18/2020 10:30:00 AM

BE IT REMEMBERED that on February 18, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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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**
February 18, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th day of February 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

10:00 a.m. - Announcement of executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Consider and approve, execute, receive and file an agreement (Agreement 20-008/JW) with LexisNexis and Jefferson County for a LexisNexis Advance online access subscription for County Court at Law No. 1. This agreement is for a one-year term (March 1, 2020 through February 28, 2021), at a cost of \$80.00 per month.

SEE ATTACHMENTS ON PAGES 9 - 12

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve, execute, receive and file (JOC 20-009/DC) with SpawGlass Building Service for the repair of falling concrete at the Beaumont Adult Probation Office in the amount of \$27,858.37.00. This is in accordance with BuyBoard Contract 520-16ez1QC.

SEE ATTACHMENTS ON PAGES 13 - 14

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve the acceptance of a donation of an All-Terrain Vehicle to Jefferson County Constable Precinct No. 1 from the Law Enforcement Support Office (LESO) Program. The asset value for this donation is \$12,000.00.

SEE ATTACHMENTS ON PAGES 15 - 16

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

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4. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 17 - 18

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer - Sheriff's Training - additional cost for computers.

249-3015-421-6002	COMPUTER EQUIPMENT	\$700.00	
249-3015-421-5001	ADVERTISING		\$700.00

SEE ATTACHMENTS ON PAGES 19 - 19

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve renewing inter-local cooperation with the Texas Department of Public Safety for Failure to Appear program. The purpose of the contract is to implement the provisions of Texas Transportation Code Chapter 706.

SEE ATTACHMENTS ON PAGES 20 - 25

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

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7. Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor's Criminal Justice Division for Jefferson County to receive funding for FY 2020-2021 for LEPTA Sustaining Special Response Teams equipment for the County Sheriff's SWAT team. (No matching funds are required).

SEE ATTACHMENTS ON PAGES 26 - 26

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

8. Receive and file executed High Intensity Drug Trafficking Area (HIDTA) grant application.

SEE ATTACHMENTS ON PAGES 27 - 36

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

9. Regular County Bills – check #468526 through Checks #468774

SEE ATTACHMENTS ON PAGES 37 - 46

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

COUNTY COMMISSIONERS:

10. Consider and possibly approve allocating remaining Harvey CDBG-DR funding between proposed drainage projects.

AALLOCATIONS:

DD6 - DITCH 107 & 110 - 1,099,066.00 AND \$799,495 respectively

DD7 - GENERATORS \$1.3M

DD3 - SURVEY WATER SHED (\$255,000)

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

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11. Consider, possibly approve and authorize the County Judge to execute receive and file a Deed of the Old Armory Property in Port Arthur to Lamar State College-Port Arthur to be used as an industrial training center pursuant to Sec. 272.001(j), Local Government Code.

SEE ATTACHMENTS ON PAGES 47 - 51

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

12. Consider, possibly approve a Resolution to approve the Jefferson County Adult Drug Intervention Court program grant application number 1604519 for funding for September 1, 2020 through August 31, 2021.

SEE ATTACHMENTS ON PAGES 52 - 53

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

13. Consider, possibly approve and authorize the County Judge to execute Renewal of the Loan Agreement with the National Museum of the United States Air Force (NMUSAF) SDA0415 for the air plane on display at Veterans Memorial Park. **SEE ATTACHMENTS ON PAGES 92-108**

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

14. Consider and possibly approve a Resolution approving the grant application by the Jefferson County Family Treatment Drug Court with the Foundation for Southeast Texas for the 2019-2020 fiscal year.

SEE ATTACHMENTS ON PAGES 54 - 55

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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15. Discussion and possible action to approve as a sponsor Articles of Incorporation of the Southeast Texas Flood Control District LGC., and appointing directors for that local government corporation.

SEE ATTACHMENTS ON PAGES 109-128

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Opposed: Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

16. Receive and File Investment Schedule for January, 2020, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 66 - 68

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

17. Execute, receive and file Common Carrier Permit 01-C-20 to Jefferson Southern Star Pipeline LLC for the boring of a pipeline under the Neches River and E. Port Neches Avenue. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 69 - 88

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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DISTRICT ATTORNEY:

18. Consider and possibly approve a Resolution to approve the Jefferson County District Attorney's Office annual grant application for Violence Against Women Act funding from the Criminal Justice Division of the Governor's Office. (Grant Number 1346623)

SEE ATTACHMENTS ON PAGES 89 - 90

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

Other Business:

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

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

**Jeff R. Branick
County Judge**



"Subscriber" Name: Jefferson County Court at Law 1 / JUDGE EADINS

Account Number: 10000DOAQ

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
TX Jury Instructions	1011497	1
National Primary Enhanced	1011511	1
All Law Reviews	1010857	1

TX Transaction Guide: Legal Forms	1010483	1
Dorsaneo, TX Litigation Guide	1010135	1
TX Civil Practice Analytical	1011328	1
USCS - United States Code Service	1011069	1
Moore's Federal Practice - Criminal	1010337	1
<input checked="" type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
03/01/2020 to 2/28/2021	\$80.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

N/A **Subscriber elects access to the Alternate Materials**
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 2/29/2020.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

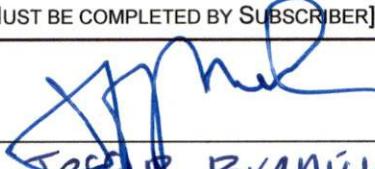
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	Jefferson County Court at Law 1
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	February 18, 2020

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	Roslan, Joshua
Job Title:	(LNG-DAY)
Date:	

Digitally signed by
Roslan, Joshua (LNG-DAY)
Date: 2020.02.18 11:03:39
-05'00'

ATTEST
DATE 2/18/20 




ADDITIONAL CONTENT RIDER

Subscriber Name: Jefferson County Court at Law 1

 Subscriber Participating Billgroup(s) 10000DOAQ
 or Account Number:

Date of Agreement/Amendment: 02/29/2020

PRODUCT/PREFERRED PRICING MATERIALS	SKU/MENU NUMBER	NUMBER OF USERS
(11) News	1010610	1
(12) Moore's Federal Practice - Civil	1010336	1
(13)		0
(14)		0
(15)		0
(16)		0
(17)		0
(18)		0
(19)		0
(20)		0
(21)		0
(22)		0
(23)		0
(24)		0
(25)		0



SpawGlass Building Services

350 Pine Street, Ste. 310 - Beaumont, Texas 77701 - Phone (409) 681-4547
Answering Service - 877-206-0944

Proposal Buy Board # 520 - 16 EZ 1QC

02.05.2020

Greg Keller
Jefferson County
1149 Pearl St.
Beaumont, TX 77701

Re:

Knock down high risk concrete at the 15ft. Mark.

SpawGlass Job No.:

Address of Service: **820 Neches St,
Beaumont, TX 77701**

Dear Mr. Keller,

SpawGlass Construction Corp. is pleased to offer our proposal to perform the scope as described in the following inclusions:

I. INCLUSIONS

We have estimated:

- 1) Cover room with plastic. Room # (200) (10 Offices in total)
- 2) Tear down ceiling grid in the area.
- 3) Build scaffold up to 12ft. And knock down all loose concrete with in a 3 ft. radius of 15ft mark.
- 4) Carry all job scope trash to trash container.
- 5) Tear down scaffold and reinstall ceiling grid.
- 5) Repeat (9) more times in (9) different offices. Rooms # (203,205,209,211,213,215,239,238, and 237)
- 5) Provide all equipment, safety equipment, training, labor, supervision, insurance, and trash container for job scope listed above.

Cost of Service	\$ 27,858.37
Sales Tax (8.25%)	TAX EXEMPT
Total Cost of Service	\$ 27,858.37

II. EXCLUSIONS

- 1) Any repair needed for ceiling grid and or ceiling tile.
- 2) Any Electrical work needed to be done on lights or heat detectors.
- 3) Any labor needed to remove furniture from offices or rooms.
- 4) Any concrete above the 18 foot mark. Any preexisting roof leak opened up by pulling off light weight concrete.
- 5) Anything not specifically included above is specifically excluded

III. OWNER-SUPPLIED

Any work performed outside of this scope of work is to be considered a change order and paid in addition to the stated contract amount. This offer is subject to arrangements being made, which are satisfactory to Contractor, for payment of the contract sum and security thereof.

Note: This proposal is valid for thirty (30) days only. The proposal above is good for all red areas specified on drawing. Yellow areas are not an immediate concern. **Each office area will be an additional (\$2708). The north and south ends of the building will be additional (\$5412) each.**

Michael Green
SpawGlass Construction Corp.

02.05.2020
Date

JEFFERSON COUNTY, TEXAS

Greg Keller
Jefferson County

Date

Jeff Branick, County Judge



Friday, February 7, 2020

11:12 AM

South



North



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: February 12, 2020

Re: Acceptance of Donation

Please consider and approve acceptance of a donation, an ATV, to the Constable Pct. 1 inventory from LESO Program. The asset value is \$12,000.00.

Thank you.

DTID FE603290580002 DELIVERY ORDER 2145246582

SHIPPING ADDRESS

JEFFERSON CNTY CONSTABLE PCT 1
1085 PEARL STREET RM 103
BEAUMONT TX 77701

EXCEPTION SHIPPING ADDRESS

**DO NOT SHIP
CUSTOMER WILL ARRANGE FOR TRANSPORTATION**

LOC: T010159A0 WLL: W001072454
POC: Jevonne Pollard 14098358450



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature of "DC" is written over a horizontal line.

Date: February 13, 2020

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 18, 2020

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	DELL OPTIPLEX 790 DESKTOP PC		34466
AGRICULTURE	DELL OPTIPLEX 790 DESKTOP PC		34467
AGRICULTURE	HP ELITEBOOK 8570P LAPTOP		35102
AGRICULTURE	HP ELITEBOOK 8570P LAPTOP		34805
<i>contact person: Jennifer Coleman</i>			
CONSTABLE PCT. 1	IBM TYPEWRITER		26441
CONSTABLE PCT. 1	IBM TYPEWRITER		26439
<i>contact person: Jennifer Vogel</i>			
FAMILY LAW DISTRICT CLERK	CANON ELECTRIC CALCULATOR		23159
<i>contact person: Raquel Diaz</i>			
COUNTY CLERK	BROWN TWEED CAPTAIN CHAIR		8583
<i>contact person: Bobby Kelly</i>			
MAINTENANCE MID-COUNTY	FRIGIDAIRE WINDOW A/C		
MAINTENANCE MID-COUNTY	FRIGIDAIRE WINDOW A/C		
MAINTENANCE MID-COUNTY	SNAPPER LAWNMOWER		
MAINTENANCE MID-COUNTY	LASKO FAN		



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl St., Suite 103
Beaumont, TX 77701
(409) 835-8411
www.jcsotx.org

Charlie Porter
Chief of Law Enforcement

John Shauberger
Chief of Corrections

To: Auditing
Attn: Fran Lee
From: Chief John Shauberger
Date: February 11, 2020
Re: Budget Transfer

Please consider and approve a budget transfer of 700.00 from Advertising 249-3015-421-5001 to Computer Equipment 249-3015-421-6002. This transfer is for the purchase of TCOLE testing computers in the training division.

Respectfully,

A handwritten signature in black ink, appearing to read "John Shauberger".
John Shauberger

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN G. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON
STEVE H. STODGHILL

Date: January 15, 2020

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Blvd.
Austin, Texas 78752-0001

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager
Enforcement and Compliance Service

DPS # DLD20180628 (Revised 01/2020)

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas **Jefferson**
County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Commissioner's Court of the [City or County] of Jefferson (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

DPS # DLD20180628 (Revised 01/2020)

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

DPS # DLD20180628 (Revised 01/2020)

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

DPS # DLD20180628 (Revised 01/2020)

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

WHEREAS, The Commissioner's Court Of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the LEPTA Sustaining Special Response Teams Grant be operated for the 2020-2021 calendar year; and that this Grant does not require any matching funds.

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

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

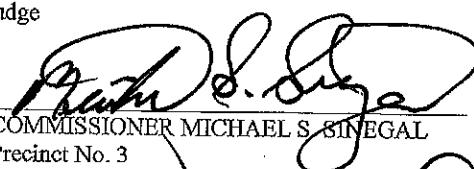
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

Grant Number: 4051401

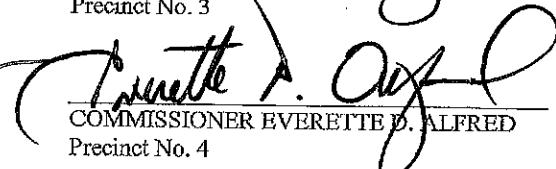
SIGNED this 18 day of February, 2020


JUDGE JEFF R. BRANICK
County Judge


EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


MICHAEL S. SINGAL
COMMISSIONER MICHAEL S. SINGAL
Precinct No. 3


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

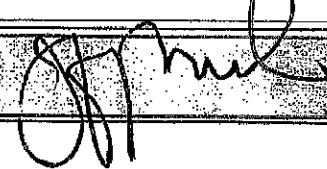

EVERETTE D. ALFRED
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	<input type="text"/>
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify): <input type="text"/>
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	<input type="text"/>
* 3. Date Received:		4. Applicant Identifier:
<input type="text"/> 02/04/2020		<input type="text"/>
5a. Federal Entity Identifier:		5b. Federal Award Identifier:
<input type="text"/>		<input type="text"/>
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/> Jefferson County		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 74-6000291		* c. Organizational DUNS: <input type="text"/> 0108075350000
d. Address:		
* Street1:	<input type="text"/> 1149 Pearl Street 7th Floor	
Street2:	<input type="text"/>	
* City:	<input type="text"/> Beaumont	
County/Parish:	<input type="text"/>	
* State:	<input type="text"/> TX: Texas	
Province:	<input type="text"/>	
* Country:	<input type="text"/> USA: UNITED STATES	
* Zip / Postal Code:	<input type="text"/> 77701-3600	
e. Organizational Unit:		
Department Name:	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	<input type="text"/> Mr.	* First Name: <input type="text"/> F. Michael
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text"/> McDaniel	
Suffix:	<input type="text"/>	
Title:	<input type="text"/> Director	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text"/> 281-372-5850		Fax Number: <input type="text"/>
* Email: <input type="text"/> FMcDaniel@houstonhidta.net		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
<input type="text"/> B: County Government			
Type of Applicant 2: Select Applicant Type:			
<input type="text"/>			
Type of Applicant 3: Select Applicant Type:			
<input type="text"/>			
* Other (specify):			
<input type="text"/>			
* 10. Name of Federal Agency:			
<input type="text"/> ONDCP			
11. Catalog of Federal Domestic Assistance Number:			
<input type="text"/> 95.001			
CFDA Title:			
<input type="text"/>			
* 12. Funding Opportunity Number:			
<input type="text"/> HIDTA			
* Title:			
<input type="text"/> High Intensity Drug Trafficking Area			
13. Competition Identification Number:			
<input type="text"/>			
Title:			
<input type="text"/>			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>			
* 15. Descriptive Title of Applicant's Project:			
<input type="text"/> High Intensity Drug Trafficking Area program. Initiatives defined and approved by Houston HIDTA's Executive Board			
Attach supporting documents as specified in agency instructions.			
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>			

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	14
* b. Program/Project	
14	
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date:	01/01/2019
* b. End Date: 12/31/2020	
18. Estimated Funding (\$):	
* a. Federal	50,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	50,000.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	<input type="text"/>
* First Name:	Jeff
Middle Name:	<input type="text"/>
* Last Name:	Branick
Suffix:	<input type="text"/>
* Title:	County Judge, Jefferson County
* Telephone Number:	409-835-8466
Fax Number:	<input type="text"/>
* Email:	<input type="text"/> jbranick@co.jefferson.tx.us
* Signature of Authorized Representative:	
* Date Signed: 02/10/2020	

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds			New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)	
1.		\$ []	\$ []	\$ []	\$ []	\$ []	\$ []
2.							
3.							
4.							
5. Totals		\$ []	\$ []	\$ []	\$ []	\$ []	\$ []

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Prescribed by OMB (Circular A-102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY			Total (5)
	(1)	(2)	(3)	(4)
a. Personnel	\$	\$	\$	\$
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies		1,800.00		1,800.00
f. Contractual		38,200.00		38,200.00
g. Construction				
h. Other		10,000.00		10,000.00
i. Total Direct Charges (sum of 6a-6h)		50,000.00		50,000.00
j. Indirect Charges				
k. TOTALS (sum of 6i and 6j)	\$	50,000.00	\$	\$ 50,000.00
l. Program Income	\$		\$	\$

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. High Intensity Drug Trafficking Area (HIDA)	\$ []	\$ []	\$ []	\$ []
9. []	[]	[]	[]	[]
10. []	[]	[]	[]	[]
11. []	[]	[]	[]	[]
12. TOTAL (sum of lines 8-11)	\$ []	\$ []	\$ []	\$ []
SECTION D - FORECASTED CASH NEEDS				
	Total for 1st Year	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
14. Non-Federal	\$ []	[]	[]	[]
15. TOTAL (sum of lines 13 and 14)	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	(b) First	(c) Second	(d) Third	(e) Fourth
16. []	\$ []	\$ []	\$ []	\$ []
17. []	[]	[]	[]	[]
18. []	[]	[]	[]	[]
19. []	[]	[]	[]	[]
20. TOTAL (sum of lines 16 - 19)	\$ []	\$ []	\$ []	\$ []
SECTION F - OTHER BUDGET INFORMATION				
21. Direct Charges: []	22. Indirect Charges: []			
23. Remarks: []	[]			

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1362

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: Jefferson County * Street 1: 1149 Pearl St., 7th Floor * City: Beaumont State: TX: Texas Zip: 77701-3600 Congressional District, if known: 14		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: (This section is empty in the image)		
6. * Federal Department/Agency: ONDCP	7. * Federal Program Name/Description: (This section is empty in the image)	
8. Federal Action Number, if known: (This section is empty in the image)		
9. Award Amount, if known: \$ 50,000.00		
10. a. Name and Address of Lobbying Registrant: Prefix: <input type="text"/> *First Name: <input type="text"/> none Middle Name: <input type="text"/> *Last Name: <input type="text"/> Suffix: <input type="text"/> *Street 1: <input type="text"/> Street 2: <input type="text"/> *City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input type="text"/> *First Name: <input type="text"/> none Middle Name: <input type="text"/> *Last Name: <input type="text"/> Suffix: <input type="text"/> *Street 1: <input type="text"/> Street 2: <input type="text"/> *City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1362. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.		
* Signature:  *Name: Prefix: <input type="text"/> *First Name: <input type="text"/> Middle Name: <input type="text"/> *Last Name: <input type="text"/>		
Title: County Judge, Jefferson County Telephone No.: 409-835-8466 Date: 02/10/2020		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

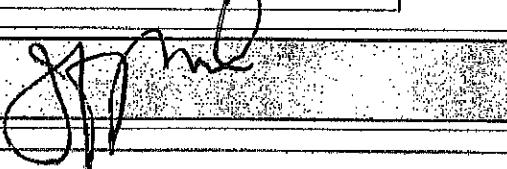
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION			
Jefferson County			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	* First Name:	Jeff	Middle Name:
* Last Name:		Branick	
* Title:		County Judge, Jefferson County	
* SIGNATURE:		* DATE: 02/10/2020	
			

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1965, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	
	
APPLICANT ORGANIZATION	
County of Texas, Jefferson	
TITLE	
County Judge, Jefferson County	
DATE SUBMITTED	
02/10/2020	

NAME

AMOUNT CHECK NO. TOTAL

JURY FUND

DAWN DONUTS

45.50 468733 45.50**

ROAD & BRIDGE PCT.#1

M&D SUPPLY
 SOUTHEAST TEXAS WATER
 TRIANGLE CLUTCH REBLLDRS.
 ROLLINS TRUCK & TRAILER REPAIR
 SUPERIOR SUPPLY & STEEL
 BELT SOURCE
 B-GREENER INDUSTRIAL CLEANERS LLC
 ADVANCE AUTO PARTS
 REPUBLIC SERVICES
 FUNCTION 4 LLC
 GULF COAST

332.95 468571
 7.00 468597
 247.00 468617
 40.00 468627
 20.00 468639
 121.77 468679
 1,265.00 468698
 204.33 468716
 76.05 468732
 19.41 468748
 276.36 468765

2,609.87**

ROAD & BRIDGE PCT.#2

ENTERGY
 SHERWIN-WILLIAMS
 S.E. TEXAS BUILDING SERVICE
 AT&T
 BUMPER TO BUMPER
 REPUBLIC SERVICES
 FUNCTION 4 LLC

533.05 468558
 70.15 468593
 346.66 468595
 98.16 468602
 437.30 468672
 122.69 468732
 24.96 468748

1,632.97**

ROAD & BRIDGE PCT. # 3

A&A EQUIPMENT
 SPIDLE & SPIDLE
 CERTIFIED LABORATORIES
 CITY OF PORT ARTHUR - WATER DEPT.
 MUNRO'S
 TRI-CON, INC.
 WALMART COMMUNITY BRC
 WESTEND HARDWARE CO
 LOWE'S HOME CENTERS, INC.
 VULCAN INC
 TEXAS GAS SERVICE
 CENTERPOINT ENERGY RESOURCES CORP
 ON TIME TIRE
 SAM'S CLUB DIRECT
 BK INDUSTRIAL SOLUTIONS LLC
 REPUBLIC SERVICES
 SMITTY'S HAMSHIRE GULF
 FUNCTION 4 LLC

253.00 468527
 2,089.00 468532
 469.70 468543
 38.55 468546
 2,652.19 468576
 566.53 468619
 247.50 468645
 31.94 468657
 109.34 468660
 1,866.44 468664
 210.02 468668
 41.62 468674
 100.00 468708
 32.52 468712
 16.76 468730
 45.00 468732
 14.00 468742
 38.82 468748

8,757.89**

ROAD & BRIDGE PCT.#4

A-1 GLASS CO.
 COASTAL WELDING SUPPLY
 COBURN SUPPLY COMPANY INC
 ENTERGY
 H.D. INDUSTRIES, INC.
 M&D SUPPLY
 MUNRO'S
 SMART'S TRUCK & TRAILER, INC.
 SOUTHEAST TEXAS WATER
 AT&T
 SOUTHERN TIRE MART, LLC
 WALMART COMMUNITY BRC
 UNITED STATES POSTAL SERVICE
 EVERETT D ALFRED
 LANSDOWNE-MOODY CO
 ON TIME TIRE
 ASCO
 SUBURBAN PROPANE L.P.
 REPUBLIC SERVICES
 FUNCTION 4 LLC
 O'REILLY AUTO PARTS

370.30 468529
 65.10 468549
 17.10 468550
 18.23 468558
 71.00 468563
 353.94 468571
 77.85 468576
 95.72 468594
 12.95 468601
 79.44 468602
 2,001.12 468628
 19.34 468645
 22.20 468647
 89.12 468667
 180.89 468680
 195.00 468708
 45.54 468717
 261.94 468721
 214.79 468732
 63.73 468748
 188.05 468758

4,409.15**

ENGINEERING FUND

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	302.63	468748	302.63**
PARKS & RECREATION			
ENTERGY	853.82	468558	853.82**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES, INC.	1,412.64	468583	
ACE IMAGEWEAR	23.90	468592	
UNITED STATES POSTAL SERVICE	1,575.21	468647	
UNITED STATES POSTAL SERVICE	32.25	468648	
FUNCTION 4 LLC	102.60	468748	3,146.60*
COUNTY HUMAN RESOURCES			
CARPENTER'S TIME CENTER INC.	172.50	468542	
PINNACLE EMPLOYEE TESTING	45.00	468582	
SETHRA	195.00	468596	
UNITED STATES POSTAL SERVICE	.84	468647	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	318.00	468738	
FUNCTION 4 LLC	19.41	468748	750.75*
AUDITOR'S OFFICE			
OFFICE DEPOT	36.58	468579	
UNITED STATES POSTAL SERVICE	20.59	468647	
FUNCTION 4 LLC	19.41	468748	76.58*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	216.80	468647	
UNITED STATES POSTAL SERVICE	58.70	468648	
FUNCTION 4 LLC	66.25	468748	341.75*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	854.00	468552	
OFFICE DEPOT	171.62	468579	
SMITH COUNTY	667.00	468629	
UNITED STATES POSTAL SERVICE	3.35	468647	
RICHARD N EVANS II	500.00	468692	
KENT W JOHNS	500.00	468703	
JAN GIROUARD & ASSOCIATES LLC	200.00	468734	
JOSEPH MUCKLEROY	500.00	468744	
FUNCTION 4 LLC	19.41	468748	3,415.38*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	12.82	468647	
FUNCTION 4 LLC	19.41	468748	32.23*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	175.00	468607	
UNITED STATES POSTAL SERVICE	133.24	468647	
FUNCTION 4 LLC	92.04	468748	400.28*
PRINTING DEPARTMENT			
BOSWORTH PAPER	268.60	468541	
OLMSTED-KIRK PAPER	610.76	468580	
FUNCTION 4 LLC	1,582.03	468748	2,461.39*
PURCHASING DEPARTMENT			
OFFICE DEPOT	66.02	468579	
UNITED STATES POSTAL SERVICE	49.50	468647	
SHI GOVERNMENT SOLUTIONS, INC.	527.16	468655	
FUNCTION 4 LLC	19.41	468748	662.09*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
BOSWORTH PAPER	5,184.40	468541	
CASH ADVANCE ACCOUNT	175.00	468569	
TIME WARNER COMMUNICATIONS	2,442.76	468609	
TRIANGLE COMPUTER & TELEPHONE	25.00	468616	
ADVANCED STAFFING	78.00	468631	
TOWER COMMUNICATIONS, INC.	2,517.00	468644	
WALMART COMMUNITY BRC	38.40	468645	
MCGRIFF, SEIBELS & WILLIAMS OF TX	43,892.00	468665	
NETCJCA	175.00	468702	
FUNCTION 4 LLC	225.74	468748	
CRIME STOPPERS OF SOUTHEAST TEXAS	4,804.00	468760	
DATA PROCESSING			59,557.30*
CDW COMPUTER CENTERS, INC.	427.40	468635	
TESTOUT CORPORATION	1,090.00	468694	
FUNCTION 4 LLC	19.41	468748	
VOTERS REGISTRATION DEPT			1,536.81*
ADVANCED STAFFING	624.00	468631	
UNITED STATES POSTAL SERVICE	575.13	468647	
FUNCTION 4 LLC	19.41	468748	
ELECTIONS DEPARTMENT			1,218.54*
SIERRA SPRING WATER CO. - BT	24.52	468653	
BAY TECH LABEL, INC.	197.00	468662	
EASYVOTE SOLUTIÖNS LLC	10,000.00	468741	
FUNCTION 4 LLC	75.34	468748	
BATTERIES PLUS LLC	818.56	468759	
DISTRICT ATTORNEY			11,115.42*
OFFICE DEPOT	1,091.50	468579	
TBLS - TEXAS BOARD OF LEGAL	125.00	468614	
TEXAS DISTRICT & COUNTY ATTY ASSN.	175.00	468615	
MSC SYSTEMS	145.00	468630	
WALMART COMMUNITY BRC	99.00	468645	
UNITED STATES POSTAL SERVICE	127.52	468647	
CHILD ABUSE & FORENSIC SERVICES	125.00	468659	
MCM ELEGANTE HOTEL	253.00	468677	
THOMSON REUTERS-WEST	404.25	468719	
MATT TURNER	829.68	468739	
FUNCTION 4 LLC	133.11	468748	
CRAIG DOMMERT	829.68	468752	
DISTRICT CLERK			4,337.74*
OFFICE DEPOT	204.49	468579	
TRI-CITY COFFEE SERVICE	44.70	468620	
UNITED STATES POSTAL SERVICE	327.83	468647	
FUNCTION 4 LLC	19.41	468748	
CRIMINAL DISTRICT COURT			596.43*
KIRKSEY'S SPRINT PRINTING	51.90	468570	
MARSHA NORMAND	8,750.00	468577	
RENE MULHOLLAND	369.76	468622	
UNITED STATES POSTAL SERVICE	1.68	468647	
JOHN STEVENS JR	65.00	468682	
FUNCTION 4 LLC	122.48	468748	
58TH DISTRICT COURT			9,360.82*
SOUTHEAST TEXAS WATER	29.95	468600	
UNITED STATES POSTAL SERVICE	42	468647	
FUNCTION 4 LLC	19.41	468748	
60TH DISTRICT COURT			49.78*
SIERRA SPRING WATER CO. - BT	24.00	468652	
FUNCTION 4 LLC	19.41	468748	
136TH DISTRICT COURT			43.41*

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS FUNCTION 4 LLC	76.00 19.41	468649 468748	95.41*
172ND DISTRICT COURT			
FUNCTION 4 LLC	19.41	468748	19.41*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	468621	
KEVIN S. LAINE	2,011.50	468632	
UNITED STATES POSTAL SERVICE	44.81	468647	
RYAN GERTZ	4,839.31	468696	
BRITTANIE HOLMES	8,750.00	468713	
MATUSKA LAW FIRM	8,300.00	468725	
FUNCTION 4 LLC	19.41	468748	
THOMAS WILLIAM KELLEY	8,750.00	468761	
279TH DISTRICT COURT			41,465.03*
PHILLIP DOWDEN	400.00	468537	
MARVA PROVO	1,050.00	468584	
ANITA F. PROVO	100.00	468585	
CHARLES ROJAS	200.00	468638	
UNITED STATES POSTAL SERVICE	5.50	468647	
LEXIS-NEXIS	80.00	468650	
LANGSTON ADAMS	100.00	468661	
JOEL WEBB VAZQUEZ	1,200.00	468671	
KIMBERLY PHELAN, P.C.	400.00	468678	
TONYA CONNELL TÓUPS	300.00	468688	
P DEAN BRINKLEY	300.00	468699	
JONATHAN L. STOVALL	100.00	468701	
WILLIAM MARCUS WILKERSON	100.00	468714	
WILLIAM FORD DISHMAN	200.00	468722	
BRYAN E MCEACHERN PC	500.00	468723	
MELANIE AIREY	100.00	468729	
FUNCTION 4 LLC	19.41	468748	
MICHAEL R WALZEL	500.00	468771	
317TH DISTRICT COURT			5,654.91*
SAM HOUSTON STATE UNIVERSITY	300.00	468588	
UNITED STATES POSTAL SERVICE	4.50	468647	
FUNCTION 4 LLC	19.41	468748	
JUSTICE COURT-PCT 1 PL 1			323.91*
UNITED STATES POSTAL SERVICE	46.51	468647	
FUNCTION 4 LLC	24.96	468748	
JUSTICE COURT-PCT 1 PL 2			71.47*
OFFICE DEPOT	685.58	468579	
FUNCTION 4 LLC	19.41	468748	
JUSTICE COURT-PCT 2			704.99*
THOMSON REUTERS-WEST	141.00	468720	
JUSTICE COURT-PCT 4			141.00*
AT&T	79.44	468602	
FUNCTION 4 LLC	24.96	468748	
JUSTICE COURT-PCT 6			104.40*
UNITED STATES POSTAL SERVICE	48.17	468647	
FUNCTION 4 LLC	19.41	468748	
JUSTICE OF PEACE PCT. 8			67.58*
UNITED STATES POSTAL SERVICE	77.40	468648	
FUNCTION 4 LLC	19.41	468748	
COUNTY COURT AT LAW NO.1			96.81*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.68	468647	
LEXIS-NEXIS	76.00	468649	
SIERRA SPRING WATER CO. - BT	91.48	468654	
FUNCTION 4 LLC	68.20	468748	
COUNTY COURT AT LAW NO. 2			237.36*
TODD W LEBLANC	250.00	468531	
DAVID GROVE	300.00	468533	
JACK LAWRENCE	250.00	468534	
NATHAN REYNOLDS, JR.	250.00	468586	
CHARLES ROJAS	250.00	468638	
JOHN D WEST	250.00	468641	
UNITED STATES POSTAL SERVICE	5.45	468647	
TERRENCE ALLISON	250.00	468715	
JARED GILTHORPE	300.00	468726	
FUNCTION 4 LLC	19.41	468748	
COUNTY COURT AT LAW NO. 3			2,124.86*
MARVA PROVO	500.00	468584	
UNITED STATES POSTAL SERVICE	7.12	468647	
BRITTANIE HOLMES	250.00	468713	
MATUSKA LAW FIRM	1,950.00	468725	
JANSON ELLIOTT BAILEY	250.00	468737	
FUNCTION 4 LLC	19.41	468748	
COURT MASTER			2,976.53*
FUNCTION 4 LLC	19.41	468748	
MEDIATION CENTER			19.41*
TEXAS ASSN. OF MEDIATORS	175.00	468613	
UNITED STATES POSTAL SERVICE	.84	468647	
TEXAS MEDIATOR CREDENTIALING ASSOC	150.00	468727	
FUNCTION 4 LLC	19.41	468748	
SOUTHEAST TEXAS NONPROFIT DEVELOPMN	150.00	468755	
COMMUNITY SUPERVISION			495.25*
FUNCTION 4 LLC	77.64	468748	
SHERIFF'S DEPARTMENT			77.64*
DELL MARKETING L.P.	1,068.10	468553	
FED EX	41.17	468556	
GT DISTRIBUTORS, INC.	1,041.78	468557	
ENTERGY	516.98	468558	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,560.00	468567	
MCNEILL INSURANCE AGENCY	142.00	468573	
MOORMAN & ASSOCIATES, INC.	680.00	468575	
OFFICE DEPOT	383.09	468579	
AT&T	130.88	468602	
UNITED STATES POSTAL SERVICE	1,279.88	468647	
BEAUMONT OCCUPATIONAL SERVICE, INC.	104.85	468658	
BUMPER TO BUMPER	69.96	468672	
ATTABOY TERMITE & PEST CONTROL	55.02	468693	
RITA HURT	275.00	468706	
TRANSUNION RISK AND ALTERNATIVE	575.00	468728	
GALLS LLC	232.31	468731	
REPUBLIC SERVICES	45.00	468732	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	200.00	468738	
FUNCTION 4 LLC	221.84	468748	
CRIME LABORATORY			9,622.86*
ABACUS DIAGNOSTIC, INC.	1,056.00	468535	
AGILENT TECHNOLOGIES	1,159.50	468536	
CASH ADVANCE ACCOUNT	198.99	468569	
HENRY SCHEIN, INC.	358.56	468590	
SOUTHEAST TEXAS WATER	79.90	468598	
FUNCTION 4 LLC	24.96	468748	

NAME

AMOUNT

CHECK NO.

TOTAL

VECTOR SECURITY	163.80	468750	
METTLER-TOLEDO RAININ LLC	248.00	468753	3,289.71*
JAIL - NO. 2			
JOEY HILL	7.77	468530	
CITY OF BEAUMONT - WATER DEPT.	16.00	468545	
COASTAL WELDING SUPPLY	88.35	468549	
COBURN SUPPLY COMPANY INC	48.09	468550	
ECOLAB	3,756.78	468554	
ENTERGY	23,447.48	468558	
JACK BROOKS REGIONAL AIRPORT	1,089.76	468568	
KIRKSEY'S SPRINT PRINTING	24.95	468570	
M&D SUPPLY	8.46	468571	
AT&T	1,403.87	468602	
TRIANGLE COMPUTER & TELEPHONE	3,685.00	468616	
WHOLESALE ELECTRIC SUPPLY CO.	751.10	468623	
PUMP TEX, INC.	476.74	468656	
INTERCONTINENTAL JET CORP	660.49	468673	
BELT SOURCE	91.42	468679	
WORLD FUEL SERVICES	1,341.18	468695	
SAM'S CLUB DIRECT	242.69	468712	
MATERA PAPER COMPANY INC	2,206.26	468718	
GALLS LLC	1,088.86	468731	
REPUBLIC SERVICES	3,323.43	468732	
FUNCTION 4 LLC	354.97	468748	
TRINITY SERVICES GROUP INC	18,232.95	468764	
VICTORY SUPPLY LLC	2,329.00	468766	
JUVENILE PROBATION DEPT.			64,675.60*
UNITED STATES POSTAL SERVICE	4.10	468647	
FUNCTION 4 LLC	38.82	468748	42.92*
JUVENILE DETENTION HOME			
MOORE SERVICE CO. INC.	799.94	468574	
SANITARY SUPPLY, INC.	211.20	468589	
BEN E KEITH FOODS	2,948.49	468669	
VANSCHECA SANDERS-CHEVIS	900.00	468683	
REPUBLIC SERVICES	704.70	468732	
FUNCTION 4 LLC	63.73	468748	
CONSTABLE PCT 1			5,628.06*
UNITED STATES POSTAL SERVICE	111.01	468647	
FUNCTION 4 LLC	89.62	468748	200.63*
CONSTABLE-PCT 4			
AT&T	39.72	468602	
DISH NETWORK	67.63	468685	
FUNCTION 4 LLC	19.41	468748	126.76*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	3.77	468647	
FUNCTION 4 LLC	19.41	468748	23.18*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	89.56	468748	89.56*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	117.82	468579	
TCAAA	300.00	468606	
WALMART COMMUNITY BRC	4.94	468645	
DAVID OATES	92.58	468736	
FUNCTION 4 LLC	55.47	468748	
HEALTH AND WELFARE NO. 1			570.81*

NAME	AMOUNT	CHECK NO.	TOTAL
CLAYBAR FUNERAL HOME, INC.	4,575.00	468547	
ENTERGY	140.00	468561	
MCKESSON MEDICAL-SURGICAL INC	7.98	468636	
UNITED STATES POSTAL SERVICE	91.45	468647	
FUNCTION 4 LLC	103.29	468748	
			4,917.72*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	4,575.00	468547	
CLAYBAR FUNERAL HOME, INC.	1,040.00	468548	
O.W. COLLINS APARTMENTS	117.63	468551	
ENTERGY	70.00	468562	
HANNAH FUNERAL HOME, INC.	3,000.00	468564	
OFFICE DEPOT	219.99	468579	
UNITED STATES POSTAL SERVICE	164.90	468648	
FUNCTION 4 LLC	38.82	468748	
JACK L MARCUS INC	174.78	468749	
			9,401.12*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	7.04	468651	
FUNCTION 4 LLC	19.41	468748	
			26.45*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	89.62	468748	
			89.62*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	468689	
			3,773.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	468642	
			150.00*
MAINTENANCE-BEAUMONT			
COBURN SUPPLY COMPANY INC	43.39	468550	
M&D SUPPLY	183.91	468571	
RALPH'S INDUSTRIAL ELECTRONICS	263.65	468587	
SANITARY SUPPLY, INC.	2,896.36	468589	
ACE IMAGEWEAR	241.20	468592	
S.E. TEXAS BUILDING SERVICE	25,381.80	468595	
WORTH HYDROCHEM	265.00	468624	
CDW COMPUTER CENTERS, INC.	954.59	468635	
REPUBLIC SERVICES	2,364.10	468732	
MANNING'S OFFICE SOLUTIONS LLC	1,249.60	468735	
FUNCTION 4 LLC	19.41	468748	
CALLAHAN MACHINE WORKS INC	200.00	468772	
			34,063.01*
MAINTENANCE-PORT ARTHUR			
ENTERGY	881.40	468558	
FUNCTION 4 LLC	38.82	468748	
			920.22*
MAINTENANCE-MID COUNTY			
ENTERGY	1,367.37	468558	
SANITARY SUPPLY, INC.	194.34	468589	
ACE IMAGEWEAR	35.77	468592	
S.E. TEXAS BUILDING SERVICE	4,008.33	468595	
TIME WARNER COMMUNICATIONS	47.00	468611	
REPUBLIC SERVICES	92.10	468732	
FUNCTION 4 LLC	19.41	468748	
			5,764.32*
SERVICE CENTER			
SPIDLE & SPIDLE	7,793.90	468532	
CHUCK'S WRECKER SERVICE	195.00	468544	
ENERGY COUNTRY	404.94	468555	
J.K. CHEVROLET CO.	3.54	468566	
PHILPOTT MOTORS, INC.	7.84	468581	
AT&T	64.37	468602	

NAME	AMOUNT	CHECK NO.	TOTAL
TATE & CO., INC.	2,782.39	468612	
VIN'S PAINT & BODY, INC.	1,016.32	468633	
FASTENAL	363.26	468634	
BUMPER TO BUMPER	73.17	468672	
MYTHIC OF SOUTHEAST TEXAS	222.07	468704	
EASTEX PRESSURE WASHERS	464.98	468707	
SPANKY'S WRECKER SERVICE INC	150.00	468710	
ADVANCE AUTO PARTS	66.06	468716	
REPUBLIC SERVICES	122.69	468732	
DENNIS LOWE	53.48	468740	
MIDNIGHT AUTO	588.22	468743	
FUNCTION 4 LLC	19.41	468748	
THE GOODYEAR TIRE & RUBBER COMPANY	1,125.00	468757	
O'REILLY AUTO PARTS	107.98	468758	
VETERANS SERVICE			15,608.94*
UNITED STATES POSTAL SERVICE	6.00	468647	
HILARY GUEST	105.68	468663	
FUNCTION 4 LLC	66.56	468748	
MOSQUITO CONTROL FUND			178.24*
ENTERGY	541.76	468558	
PHILPOTT MOTORS, INC.	138.59	468581	
REPUBLIC SERVICES	122.69	468732	
FUNCTION 4 LLC	19.41	468748	
MARSAYL MEDIA	39.00	468774	
FEMA EMERGENCY			861.45**
DRC EMERGENCY SERVICES, LLC	156,586.75	468676	
APEX ALLIANCE, LLC	69,557.25	468762	
FAMILY GROUP CONFERENCING			226,144.00**
FUNCTION 4 LLC	19.41	468748	
J.C. FAMILY TREATMENT			19.41**
SAM HOUSTON STATE UNIVERSITY	900.00	468588	
LAW LIBRARY FUND			900.00**
FUNCTION 4 LLC	19.41	468748	
EMPG GRANT			19.41**
SOUTHEAST TEXAS WATER	9.95	468599	
VERIZON WIRELESS	136.33	468642	
FUNCTION 4 LLC	219.38	468748	
COMMUNITY SUPERVISION FND			365.66**
TIME WARNER COMMUNICATIONS	107.84	468610	
SASSI INSTITUTE	2,185.50	468626	
UNITED STATES POSTAL SERVICE	110.72	468647	
UNITED STATES POSTAL SERVICE	188.50	468648	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	468689	
JCCSC	230.00	468700	
JEFF. CO. WOMEN'S CENTER			9,787.56**
AAA LOCK & SAFE	125.00	468526	
BELL'S LAUNDRY	890.01	468540	
ISI COMMERCIAL REFRIGERATION	604.50	468565	
M&D SUPPLY	18.37	468571	
KIM MCKINNEY, LPC, LMFT	225.00	468572	
OFFICE DEPOT	398.07	468579	
SYSKO FOOD SERVICES, INC.	1,388.29	468604	
SYSKO FOOD SERVICES, INC.	1,406.44	468605	
TIME WARNER COMMUNICATIONS	41.50	468608	

NAME	AMOUNT	CHECK NO.	TOTAL
PETTY CASH - RESTITUTION I	64.35	468625	
TEXAS FIRE & COMMUNICATIONS	90.00	468640	
TOWER COMMUNICATIONS, INC.	60.00	468644	
BEN E KEITH FOODS	1,248.77	468669	
BEN E KEITH FOODS	1,232.29	468670	
REDWOOD TOXICOLOGY LABORATORY	1,644.00	468686	
SAM'S CLUB DIRECT	126.20	468712	
MATERA PAPER COMPANY INC	633.30	468718	
REPUBLIC SERVICES	150.26	468732	
FUNCTION 4 LLC	38.82	468748	
STERICYCLE, INC	35.00	468756	
A-1 NATIONAL FIRE CO	64.75	468768	
			10,484.92**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	67.48	468571	
FUNCTION 4 LLC	24.96	468748	
			92.44**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	22.19	468748	
			22.19**
LAW OFFICER TRAINING GRT			
GALLS LLC	42.00	468731	
			42.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.40	468647	
BRUCE HAMILTON	513.22	468666	
PORT ARTHUR HISTORICAL SOCIETY	50.00	468681	
DONALD D SMART	513.22	468773	
			1,078.84**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	429.66	468569	
MUNRO'S	36.61	468576	
JESSIE DAVIS	38.53	468691	
SAM'S CLUB DIRECT	22.20	468712	
REPUBLIC SERVICES	122.69	468732	
FUNCTION 4 LLC	87.36	468748	
VICTORIA RHODES	117.13	468767	
			854.18**
CRIME LAB FUNDING CJD			
HELMSBRISCOE RESOURCEONE	1,105.00	468770	
			1,105.00**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	38.82	468748	
			38.82**
COUNTY CLERK ELECTION CON			
MONCLA INVESTMENTS, INC.	3,285.00	468528	
			3,285.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	5,000.00	468538	
LJA ENGINEERING INC	1,181.16	468709	
WHEATON ENGINEERING & ENVIRONMENTAL	5,600.00	468769	
			11,781.16**
AIRPORT FUND			
ENTERGY	9,937.01	468560	
MUNRO'S	64.05	468576	
AT&T	302.21	468603	
MARSH WATERPROOFING, INC.	350.00	468643	
UNITED STATES POSTAL SERVICE	4.30	468647	
LOWE'S HOME CENTERS, INC.	56.97	468660	
DISH NETWORK	106.14	468684	
ATTABOY TERMITE & PEST CONTROL	94.26	468693	
DELTA INDUSTRIAL SERVICE & SUPPLY	417.00	468705	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	78.25	468724	

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES FUNCTION 4 LLC	440.67 38.82	468732 468748	11,889.68**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	8,430.00	468697	8,430.00**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	60,804.06	468754	60,804.06**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL REPUBLIC SERVICES	1,652.00 1,195.00	468711 468732	2,847.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,044.10	468675	1,044.10**
SHERIFF'S FORFEITURE FUND			
BEAUMONT TROPHIES	60.30	468539	60.30**
GUARDIANSHIP FEE			
CHARLES ROJAS	200.00	468638	200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,500.00	468690	2,500.00**
MARINE DIVISION			
ENTERGY	62.88	468558	
JACK BROOKS REGIONAL AIRPORT	411.08	468568	
OFFICE DEPOT	193.62	468579	
SETZER HARDWARE, INC.	178.27	468591	
AT&T	78.52	468602	
TRIANGLE METALS, INC.	55.00	468618	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	468637	
VERIZON WIRELESS	531.86	468642	
WALMART COMMUNITY BRC	115.41	468645	
THE DINGO GROUP-PETE JORGENSEN MARI	1,028.20	468687	
VECTOR SECURITY	39.95	468750	
HELICOPTER INSTITUTE INC	9,700.00	468751	
SHERIFF - COMMISSARY			12,454.79**
WALMART COMMUNITY BRC	255.05	468645	
BEARCOM / KAY ELECTRONICS	19,680.00	468763	19,935.05**
			718,600.85***

**AGENDA ITEM****February 18, 2020**

Consider, possibly approve and authorize the County Judge to execute receive and file a Deed of the Old Armory Property in Port Arthur to Lamar State College-Port Arthur to be used as an industrial training center pursuant to Sec. 272.001(j), Local Government Code.



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: 18 day FEBRUARY, 2020

Grantor and Mailing Addresses:

Jefferson County, Texas
1149 Pearl Street, Fourth Floor
Beaumont, Jefferson County, TX 77701

Grantee: Lamar State College-Port Arthur

Grantee's Mailing Address (including county)

1830 Lakeshore Drive
Port Arthur, Jefferson County, Texas 77640

Consideration: Pursuant to Sec. 272.001(j) of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be Ten (\$10.00) dollars and no/100 and other valuable consideration and that Jefferson County, Texas do agree to convey to Lamar State College-Port Arthur any and all interest it may have in the property, including all improvements, as described more particularly as, subject to the reservations heretofore made:

2.978 acres of land being a part of Tract 5A of a Replat of Lots 5-10, Block 152 recorded under Clerk's file No. 2014037745, Official Public Records of Jefferson County, Texas, a part of Lake Shore Park as indicated on plat recorded in Volume 1, Pages 7 & 8, Map Records of Jefferson County, Texas and all of that certain tract of land (called "2.29 acres") described in that certain instrument to Lamar-Port Arthur, recorded under film code no. 102-91-0206 in the Real Property Records of Jefferson County, Texas and as more fully described by metes and bounds in Exhibit "A" as attached and incorporated herein, for use as an industrial training facility.

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. Grantee's abandonment of the property, including improvement, or any other use of said premises as a training facility, shall cause the rights herein given to revert to Grantor, their successors or assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, 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, subject to the reservations heretofore

made. 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 18 day of February A.D. 2020.

GRANTORS:

By:

Jeff R. Branick, County Judge

APPROVED AS TO FORM:


Kathleen Kennedy, Chief of Civil Division
District Attorney Office

ATTEST:

Carolyn L. Hunsaker
County Clerk



ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

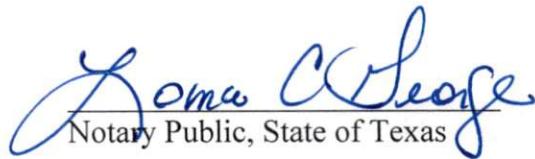
BEFORE ME, the undersigned Notary Public, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of

A.D. 2020.

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judge JEFF R. Bransick known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 18[#] day of
February A.D. 2020.


Notary Public, State of Texas

Loma C George
Print Notary Name Here

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Being 6.2.978 acres tract of land being a part of Tract 5A of a Replat of Lots 5-10, Block 152, recorded under Clerk's File No. 2014037745, Official Public Records of Jefferson County, Texas, a part of Lake Shore Park as indicated on plat recorded in Volume 1, Pages 7 & 8, Map Records of Jefferson County, Texas and all of that certain tract of land (called "2.29 acres"), described in that certain instrument to Lamar University-Port Arthur, recorded under Film Code No. 102-91-0206 in the Real Property Records of Jefferson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a DD7 monument found for an angle point corner in the northwesterly line of that certain tract of land designated Tract 136, called "17.8537 acres", described in that certain instrument to Jefferson County Drainage District No. 7, recorded in Volume 1784, Page 32 in the Deed Records of Jefferson County, Texas, an angle point corner in the southeasterly line of said Tract 5A and most southerly corner and POINT OF BEGINNING of the herein described tract of land, the said monument having a State Plane Coordinate value of North 13,900.129.30' and East 3,574.888.90';

THENCE North 53 deg. 19 min. 04 sec. West, over and across the said Tract 5A, a total distance of 174.70 feet, to a 1/2" steel rod with cap marked "AW&C LLC" set in the southeasterly right-of-way line of 4th Street and northwesterly line of said Tract 5A for the most westerly corner of the said herein described tract of land;

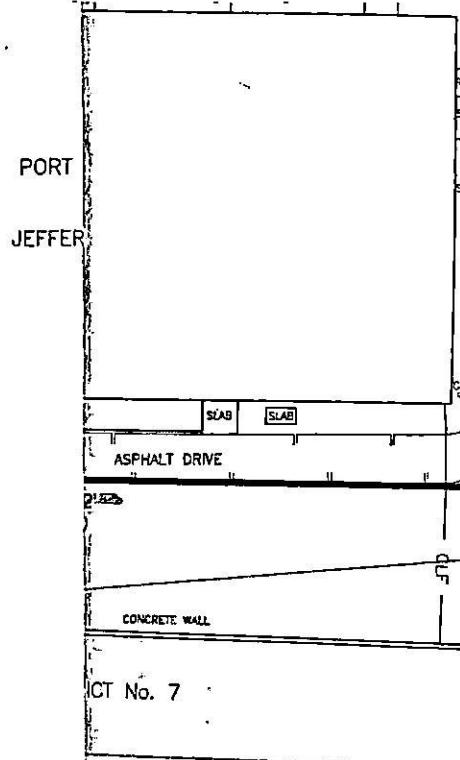
THENCE along and with the said southeasterly right-of-way line of 4th Street and northwesterly line of said Tract 5A, a curve to the left having a radius of 1185.92 feet, an arc length of 473.05 feet, a central angle of 22 deg. 51 min. 17 sec., a chord length of 469.92 feet and a chord bearing of North 33 deg. 30 min. 07 sec. East, to a 1/2" steel rod with cap marked "AW&C LLC" set in the southwesterly right-of-way line of Augusta Avenue projected for the most northerly corner of the said herein described tract of land;

THENCE South 53 deg. 23 min. 34 sec. East (called "South 48 deg. 47 min., East"), along and with the said southwesterly right-of-way line of Augusta Avenue projected and the northeasterly line of the said "2.29 acres" tract, a total distance of 311.64 feet (called "284.90 feet"), to a 1/2" steel rod with cap marked "AW&C LLC" set in the southwesterly line of that certain tract of land, designated Tract 135-A (called "2.555 acres"), described in that certain instrument to Jefferson County Drainage District No. 7, recorded in Volume 1517, Page 46 of the Deed Records of Jefferson County, Texas, for the most northerly west corner of that certain tract of land, designated Tract 135C (called "0.614 acre"), most northerly east corner of the said "2.29 acres" tract and most northerly east corner of the said herein described tract of land;

THENCE South 08 deg. 40 min. 22 sec. East (called "South 04 deg. 19 min. 30 sec. West"), along and with the most northerly west line of the said "0.614 acre" tract and most northerly east line of the said "2.29 acres" tract, a total distance of 27.64 feet (called "25.34 feet"), to a 1/2" steel rod with cap marked "AW&C LLC" set for and angle point corner of the said "0.614 acre" tract, an angle point corner of the said "2.29 acres" tract and an angle point corner of the said herein described tract of land;

THENCE South 36 deg. 08 min. 53 sec. West (called "South 480 deg. 30 min. West"), along and with the most northerly west line of the said "0.614 acre" tract and most northerly east line of the said "2.29 acres" tract, a total distance of 256.52 feet (called "257.85 feet"), to a 1/2" steel rod with cap marked "AW&C LLC" set for another angle point corner of the said "0.614 acre" tract, another angle point corner of the said "2.29 acres" tract and another angle point corner of the said herein described tract of land;

THENCE South 71 deg. 08 min. 40 sec. West, along and with the most southerly west line of the said "0.614 acre" tract and most southerly east line of the said "2.29 acres" tract, a total distance of 234.91 feet, returning back to the POINT OF BEGINNING of and containing 2.978 acres of land, more or less.



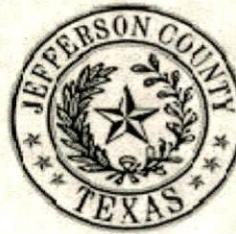
IP CHANNEL

BEST OF MY KNOWLEDGE AND BELIES OF LAND, BEING A PART OF UNDER CLERK'S FILE No. 2014 A PART OF LAKE SHORE PARK A RECORDS OF JEFFERSON COUNT LAMAR UNIVERSITY-PORT ARTHUR, PROPERTY RECORDS OF JEFFERSON ISION. THERE ARE NO VISIBLE ENC

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**AGENDA ITEM****February 18, 2020**

Consider, possibly approve a Resolution to approve the Jefferson County Adult Drug Intervention Court program grant application number 1604519 for funding for September 1, 2020 through August 31, 2021.



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 18th day of February, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

A RESOLUTION APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE JEFFERSON COUNTY DRUG INTERVENTION COURT

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Jefferson County Drug Intervention (JCDI) Program be established and continued as an Adult Specialty Drug Court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the Commissioners Court of Jefferson County, Texas recognizes that this court has been operational since April 1993 and will continue to be operational as of the 1st day of September, 2020 through the 31st day of August, 2021 for the 2020-2021 fiscal year.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does authorize the establishment and continuation of the Jefferson County Drug Intervention (JCDI) Program as an Adult Specialty Drug Court to enable it to provide services needed by the citizens of our county.

Community Justice Division (CJD) Grant Application Number: 1604519

SIGNED this 18th day of February, 2020.

A blue ink signature of Judge Jeff R. Branick.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****February 18, 2020**

Consider and possibly approve a resolution approving the grant application by the Jefferson County Family Treatment Drug Court with the Foundation for Southeast Texas for the 2019-2020 fiscal year.



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 18th day of February, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

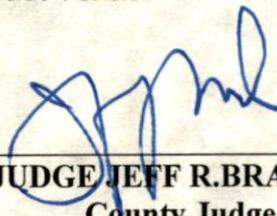
WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2019-2020 fiscal year and that grant funds may be available through the Foundation for Southeast Texas beginning May 1 of the current year to April 30 of following year; and

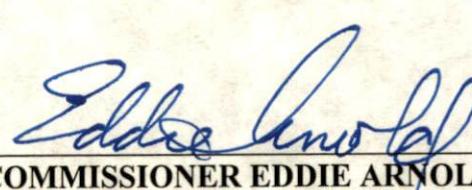
WHEREAS Commissioners Court of Jefferson County assures that the funds will be returned to the Foundation for Southeast Texas if the grant project is not completed or the funds are not used; and

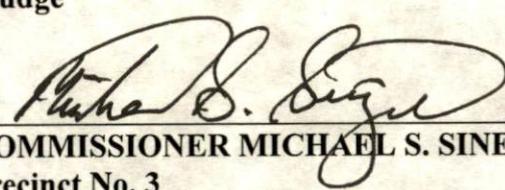
WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff R. Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

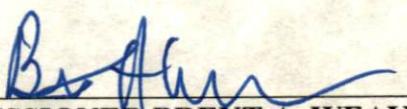
WHEREAS, this grant will not require matching funds.

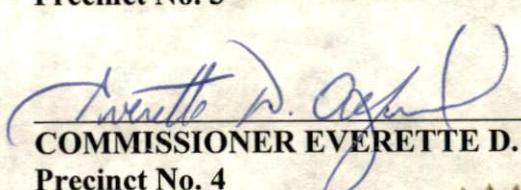
NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Foundation for Southeast Texas.


JUDGE JEFF R.BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****February 18, 2020**

Discussion and possible action to approve as a sponsor Articles of Incorporation of the Southeast Texas Flood Control District LGC., and appointing directors for that local government corporation.

VOID pages 56 - 65

RESCANNED AMENDED DOCUMENT



Resolution

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

APPROVING ARTICLES OF INCORPORATION 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 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 certificate of formation as the initial directors of the Corporation for the respective terms specified in such certificate of formation; and

WHEREAS, the approvals and appointments are solely for purposes of satisfying a condition to the filing of certificate of formation 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 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 articles 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, LGC, 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 and incorporated herein for all purposes, and has determined that the approval of this form 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 Articles of Incorporation 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 _____ day of _____, 2020.

JUDGE JEFF BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

ARTICLES OF INCORPORATION OF SOUTHEAST TEXAS FLOOD CONTROL DISTRICT, LGC

Pursuant to Texas Local Government Code § 394.014, the Texas Nonprofit Corporation Act Article § 1396-101 *et seq.*, and 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 his respective Sponsor 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 the Southeast Texas Flood Control District, LGC.

ARTICLE TWO

CHARACTER

The Corporation is a public, nonprofit local government corporation.

ARTICLE THREE

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

PURPOSE

The Corporation is formed solely to carry out the purposes of the authorizing Act and is created pursuant to 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, which authorize 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 is organized and is to be operated to aid, assist and act on behalf of the Sponsors: (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 apply for available financial assistance, funding and grants for the benefit of the Sponsors; (c) 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 (d) 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 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., 4th Floor, Beaumont, Texas 77701. The name of the initial registered agent of the Corporation at that address is Judge Jeff Branick.

ARTICLE SEVEN

DIRECTORS AND VOTING

All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of eight (8) persons. Each Sponsor shall appoint one (1) Director. The initial Directors listed below shall serve for the term expiring three years from the date of filing of these Articles of Incorporation. Subsequent appointments shall be made by the Commissioners Court of each Sponsor, with each Director serving a three (3) year term. Any Director may be removed from office at any time, by the respective Commissioners Court who appointed them. Each Commissioners Court shall have the right to appoint a replacement for such removed Director. Any removal by a Commissioners Court shall be effective immediately and that Commissioners Court shall appoint a replacement within sixty (60) days following removal. In the event a Director is not appointed by the Commissioners Court, the County Judge shall serve as the Director for that Sponsor.

The Board may appoint non-voting "Ex Officio" members to the Board as provided in the Bylaws.

To be qualified to serve as a Director, a person must be at least eighteen (18) years old and reside within the boundaries of his appointing Sponsor.

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:

Jeff Branick
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701
Jefferson County

Kenneth Weeks
110 Court Street, Room 125
Newton, Texas 75966
Newton County

Wayne McDaniel
300 West Monroe Street
Kountze, Texas 77625
Hardin County

Jimmy Sylvia
PO Box 939
Anahuac, Texas 77514
Chambers County

John Gothia
123 South 6th Street
Orange, Texas 77630
Orange County

Jacques L. Blanchette
100 W Bluff Street
Woodville Texas 75979
Tyler County

Mark Allen
121 N Austin Street, Room 106
Jasper, Texas 75951
Jasper County

Jay H. Knight
1923 Sam Houston Street
Liberty, Texas 77575
Liberty County

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.

ARTICLE TEN

SPONSOR

The counties 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:

Sponsor	Date of Adoption
Jefferson County	_____
Hardin County	_____
Orange County	_____
Jasper County	_____
Newton County	_____
Chambers County	_____
Tyler County	_____
Liberty County	_____

ARTICLE ELEVEN

INCORPORATORS

The names and addresses of the incorporators, each of whom resides within the boundaries of the Corporation and the respective sponsor are:

Laurie Ardoine 8385 Edgar Park Dr Orange TX 77630 Orange County	Jacques L. Blanchette 100 West Bluff St. 105 Woodville TX 75979 Tyler County	Ken Jobe 201 Veterans Way Woodville TX 75979 Tyler County
Miranne Pruett 1400 Shadowdale St Bridge City TX 77611 Orange County	Mike Marshall 205 N Charlton Woodville TX 75979 Tyler County	Kenneth Weeks 110 E Court St Newton TX 75966 Newton County
Jeannine Denman 7503 Circle 2 Orange TX 777632 Orange County	Charles "Buck" Hudson 202 N Charlton Woodville TX 75979 Tyler County	Philip White 110 E Court St Newton TX 75966 Newton County

William L. Fuller 110 E Court St. Newton TX 75966 Newton County	Vance Moss 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Bruce Karbowski 1923 Sam Houston St Liberty TX 77575 Liberty County
Wayne McDaniel 300 W Monroe St Kountze TX 77625 Hardin County	Lauren VanDeventer PO Box 939 Anahuac TX 77514 Chambers County	Greg Arthur PO Box 77 Hardin TX 77561 Liberty County
L.W, Cooper, Jr PO Box 1757 Silsbee TX 77656 Hardin County	Aaron Thomas PO Box 939 Anahuac TX 77514 Chambers County	James Reaves 119 Fenner Ave. Cleveland TX 77327 Liberty County
Chris Kirkendall PO Box 1436 Kountze TX 77625 Hardin County	Jimmy Sylvia PO Box 939 Anahuac TX 77514 Chambers County	Leon Wilson PO Box 88 Dayton TX 77535 Liberty County
Ken Pelt PO Box 550 Sour Lake TX 77659 Hardin County	Jeff Branick 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	Eddie Arnold 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County
Alvin Roberts PO Box 8166 Lumberton TX 77657 Hardin County	Brent A. Weaver 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	Michael S. Sinegal 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County
Mark W. Allen 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Charles Shofner, Jr. 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Everette "Bo" Alfred 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County
Roy Parker 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Willie Stark 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Jay H. Knight 1923 Sam Houston St Liberty TX 77575 Liberty County

ARTICLE TWELVE**AMENDMENTS**

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

ARTICLE THIRTEEN**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 the 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 benefitted Sponsors; and

(2) if the liability was incurred for the benefit of all the Sponsors, the liability shall be based on the percentage of the 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 Article, provided such allocation is not contrary to state law.

EFFECTIVENESS OF FILING

This document becomes effective upon filing 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.

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, LGC. 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 _____, 2020; and as such she is duly authorized to make this verification.

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 _____ day of _____, 2020.

Notary Public in and for the State of Texas

(Stamped or Printed Name of Notary)

My Commission Expires:



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

February 13, 2020

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31st, 2020, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.899%. The 90 day Treasury discount rate on January 31st, 2020 was 1.54% and the interest on your checking accounts for the month of January was 1.60%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda For February 18th, 2020, to be received and filed.

Sincerely,

Charlie Hallmark, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2020,
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY
MONTH END JANUARY 31, 2020 INVESTMENT SCHEDULE**

FISCAL YEAR 2019-2020

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	1.535%	\$111,225.81	1.750%	\$26,216.67	1.930%
NOVEMBER	1.550%	\$90,091.81	1.750%	\$3,853.35	1.700%
DECEMBER	1.549%	\$107,200.69	1.750%	\$0.00	1.640%
JANUARY	1.540%	\$134,474.29	1.600%	\$0.00	1.610%
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$442,992.60		\$30,070.02	\$473,062.62

Permit No. 01-C-20Precinct No. 2BOND # 022226557

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

Date 02-05-2020

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Jefferson Southern Star Pipeline LLC (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of oil, oil products, liquefied minerals, crude petroleum, gas liquids or other mineral solutions, location of which is fully described as follows: BORE PIPELINE UNDER NECHES RIVER and E. Port NECHES AVE.

2 pages of drawings attached.

Construction will begin on or after February 18, 2020.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2011, and all subsequent revisions thereof to date.

Company Jefferson Southern Star Pipeline LLC

By Lawrence Waldron

Title Authorized Signatory

Address 811 Louisiana, Suite 2300

Houston, Texas 77002

Telephone (346) 272-6961

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

1	road crossing @ \$100.00	\$ 100
	miles parallel @ \$150.00/mile or fraction	\$
	TOTAL	\$ 100

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00

Stan Stefford
Director of Engineering

02/18/20
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge

CHRISTI CRADDICK, CHAIRMAN
 RYAN SITTON, COMMISSIONER
 WAYNE CHRISTIAN, COMMISSIONER

KARI FRENCH,
 DIVISION DIRECTOR



RAILROAD COMMISSION OF TEXAS

OVERSIGHT AND SAFETY DIVISION - PIPELINE SAFETY

PIPELINE PERMITTING AND MAPPING SECTION

PERMIT TO OPERATE A PIPELINE IN TEXAS

06/13/2019

Permit Number: 10064
 Commodity transported: Liquid
 Classification: Common Carrier
 Payment Trace Number: 455RM003QWI4HW9

JEFFERSON SOUTHERN STAR PL LLC
 Attn: PHILLIP TREW
 350 PINE ST
 STE 1725
 BEAUMONT, TX 77701

This is to certify that JEFFERSON SOUTHERN STAR PL LLC has complied with Railroad Commission rule 16 Tex. Admin. Code §3.70 governing pipelines in accordance with Texas Natural Resources Code, §81.051, and is granted this permit by the Commission to operate the following pipeline or pipelines located in the following county or counties:

JEFFERSON, ORANGE

Amendment Code	System Type	Texas Regulated	Miles
NP	O	Y	19.97

Total Permitted Miles: 19.97

Regulated Miles: 19.97

Unregulated Miles: 0.00

Pipeline Operator: JEFFERSON SOUTHERN STAR PL LLC Economic Operator: JEFFERSON SOUTHERN STAR PL LLC Pipeline Owner: JEFFERSON SOUTHERN STAR PL LLC

This permit is valid until 06/13/2020

If additional information is needed, please contact the Pipeline Permitting Section by phone at 512-463-7058, or by email at pops@rrc.texas.gov.

PERFORMANCE BOND

Bond No. 022226557

KNOW ALL MEN BY THESE PRESENTS, that we, Jefferson Southern Star Pipeline, LLC, 811 Louisiana, Suite 2300, Houston, TX 77002, as Principal, and The Ohio Casualty Insurance Company, licensed to do business in the State of Texas, and whose principal office is located at 175 Berkeley Street, Boston, MA 02116 as Surety, are held and firmly bound unto Jefferson County Judge his successors or assigns in office, as Obligee, in the penal sum of Five Thousand and No/100--Dollars (\$5,000.00), for the payment of which we, the undersigned, hereby bind ourselves, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits, pipe and/or pole lines in, under, across or along roads, streets, highways, commercial driveway and median openings or modifications in the County of Jefferson, State of Texas;

AND WHEREAS, the Principal desires to provide Jefferson County, Texas with a performance bond covering all such construction and activity related to the installation of cable, conduit, pipe and/or pole lines in, under, across or along Port Neches Atlantic Road aka Pure Atlantic Road (Port Neches) rights of way, owned by or under the jurisdiction of the Commissioners Court, Jefferson County, Texas:

NOW, THEREFORE, if the above bounden Principal shall faithfully perform all its cable, conduit, pipe and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits, pipe and/or pole lines) in, under, across and/or along roads, streets and highways, commercial driveway and median openings or modifications pursuant to and in accordance with minimum requirements and conditions of the License or Permit issued by Jefferson County and all Federal, State and Local Laws, governing such activity, set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Jefferson County, any and all loss and damages which Jefferson County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Sealed with our seals and dated this 16th day of January, 2020.

Jefferson Southern Star Pipeline, LLC
(Principal)

By James Walker

Witness Marty Reynolds

The Ohio Casualty Insurance Company
(Surety)

By Vickie Lacy
Vickie Lacy, Attorney-In-Fact

Witness Mary Dua

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8142560

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Richard Covington; Vickie Lacy; Maria D. Zuniga; Joseph R. Aulbert; Marc W. Boots; Susan Golla; Ashley Koletar; Ryan Varela

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2018.



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY
ss

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 29th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surely Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



JEFFERSON ENERGY PIPELINE PROJECT
PROJECT 1798

DATA SHEET

SSP MAINLINE



Gulf Document No.: 1798-300-DS-7000-00

Revision	Date	Revision Description	Prepared By	Reviewing Engineer	Project Manager	Client Approval
1	7/08/2019	Issued for Information	J. Brannon	D. Johnson	M. Nutt	
0	6/26/2019	Issued for Information	J. Brannon	D. Johnson	M. Nutt	



**GULF INTERSTATE
ENGINEERING**
Houston, Texas F-2830

REVISION LOG

PROJECT: JEFFERSON ENERGY PIPELINES PROJECT

REPORT NUMBER: 1798-300-DS-7000-00 GULF PROJECT NO.: 1798

TITLE: DATA SHEET – SSP MAINLINE

Provide a brief description of changes for all revisions following Rev. 0



Purpose: The proposed Southern Star Pipeline (SSP) project is a new 24-inch pipeline designed to transport 288 KBPD of crude products from the Jefferson Energy Companies (JEC) Main Terminal to the Motiva Tank Terminal. Class 600 system.

Length: Approximately 14.2 miles

Design Pressure or Maximum Operating Pressure (MOP): 1440 psig

Operating Pressures: 540 psig min., 541 psig norm., 720 psig max.

Design SSP Pump Station Discharge Pressure: 720 psig

Flow Rates: 220 KBPD min., 288 KBPD norm., 288 KBPD max.

Batch Volume: (TBD)

Crude Viscosity: 10 ~ 550 cSt (TBD)

Operating Temperature: Ambient (May vary based on depth of river crossings)

Pipe Specifications:

- *Conventional Lay Pipe*
 - PIPE, CARBON STEEL, 24" NPS, 0.375" W. T. (0.72 D.F.), API 5L X65, PSL-2, ERW / HFW, DRL, BE, FBE COATED 12 TO 16 MILS, 14 MILS AVERAGE MINIMUM
- *HDD and Bore Pipe*
 - PIPE, CARBON STEEL, 24" NPS, 0.500" W. T. (0.50 D.F.), API 5L X70, PSL-2, ERW / HFW, DRL, BE, FBE COATED 12 TO 16 MILS, 14 MILS AVERAGE MINIMUM, WITH 40 MILS ARO, 30 MILS MINIMUM.

Anticipated Mainline Valves (MLV):

- *MLV #1 at MP 8.4*
 - VALVE, GATE, EXPANDING, CARBON STEEL, DOUBLE BLOCK & BLEED, CL 600, 24" NPS, WE X WE, OS&Y, BOLTED BONNET, THROUGH CONDUIT, ACTUATED W/ MOTOR OPERATOR, SUITABLE FOR SERVICE @ -20 TO 250 DEG. F, PER API 6D
- *MLV #2 at MP 12.8*
 - VALVE, BALL, TRUNNION MOUNTED, CL600, 24" NPS, WE X WE, CS BODY, FULL PORT, DB&B, TRIM SUITABLE FOR CRUDE SERVICES @ -20 TO 250 DEG. F, FIRE RATED PER API 607 OR 6FA, ACTUATED W/MOTOR OPERATOR, PER API-6D



February 6, 2020

Jefferson County Commissioners Court
c/o – Jefferson County Engineer
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

Attn: Ernest Clement

Re: Permit Application for proposed 24" Crude pipeline crossing E. Port Neches Ave, Jefferson County, TX

Dear Mr. Clement:

Please let this letter serve as a formal request for a major pipeline permit to construct a small portion of the above referenced pipeline proposed by Jefferson Energy Gulf Coast Energy Partners LLC ("Jefferson Energy") across E. Port Neches Ave located in Jefferson County, Texas.

The pipeline will be owned and operated by:

Jefferson Southern Star Pipeline LLC
811 Louisiana, Suite 2300
Houston, TX 77002
Phone: 346-272-6961

Jefferson Energy Commercial Contact:

Zachary Wells
Title: Senior Execution Manager
Phone: 409-681-6138

Person preparing the permit application:

Jacque Bergeron
Right-of-way agent
JAMA Group, LLC
2915 Toccoa Road
Beaumont, TX 77703
Phone: 409-899-5050

Principle permit contact:

Jacque Bergeron
JAMA Group, LLC
409-899-5050 ext: 126



Origin and Destination of pipeline:

This pipeline will originate from within the Jefferson Energy terminal facility in Orange County, Texas in the W. Stephenson Survey, Abstract No. 23 and terminate at the Motiva Port Neches Terminal in Jefferson County, Texas in the T.F. McKinney Survey, Abstract No. 41.

Product transported:

CRUDE OIL, OIL PRODUCTS, CONDENSATE and OTHER LIQUID HYDROCARBONS (or any mixture thereof)

Maximum Operating Pressure:

1440 psig

Normal Operating Pressure:

540 psig min., 541 psig norm., 720 psig max.

Design Criteria:

Pipeline is designed following ASME B31.4 Code and the US Department of Transportation CFR 49, Part 195.

Lastly, please find attached the following items to review:

- Application – Common Carrier
- Proof of Common Carrier Status
- Bond
- Pipeline Data Sheet
- County Road Sketch – Pipeline Location
- Plan and Profile - River and Road 1798-300-DG-7508-00

Respectfully,

A handwritten signature in black ink, appearing to read 'Jacque Bergeron'.

Jacque Bergeron
Right-of-way agent
JAMA Group, LLC

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and,
 2. It serves a public purpose; and,
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its proposed pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Exiting Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

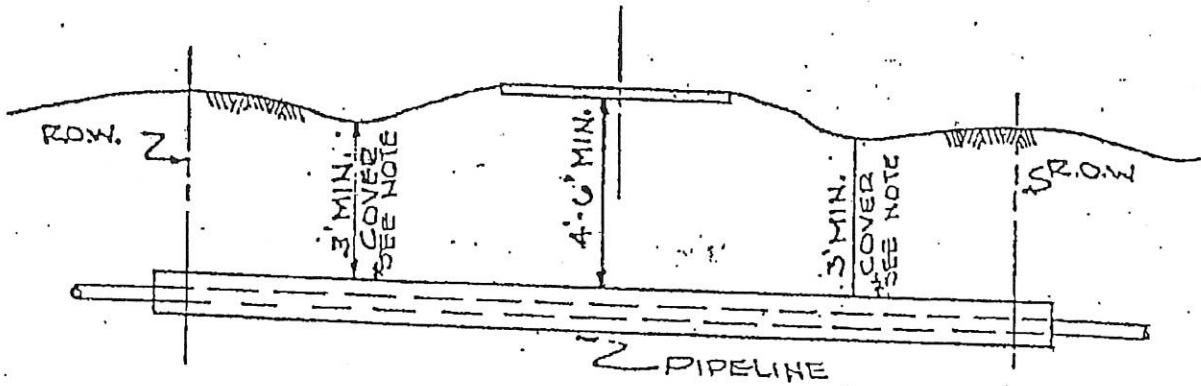
The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Rev. 2003

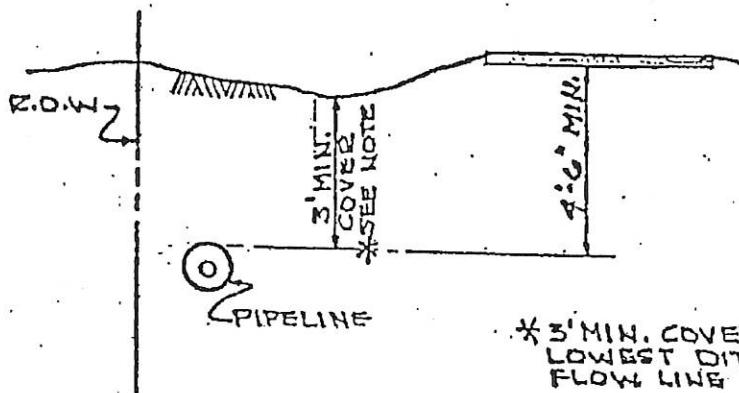
Rev. 2003



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

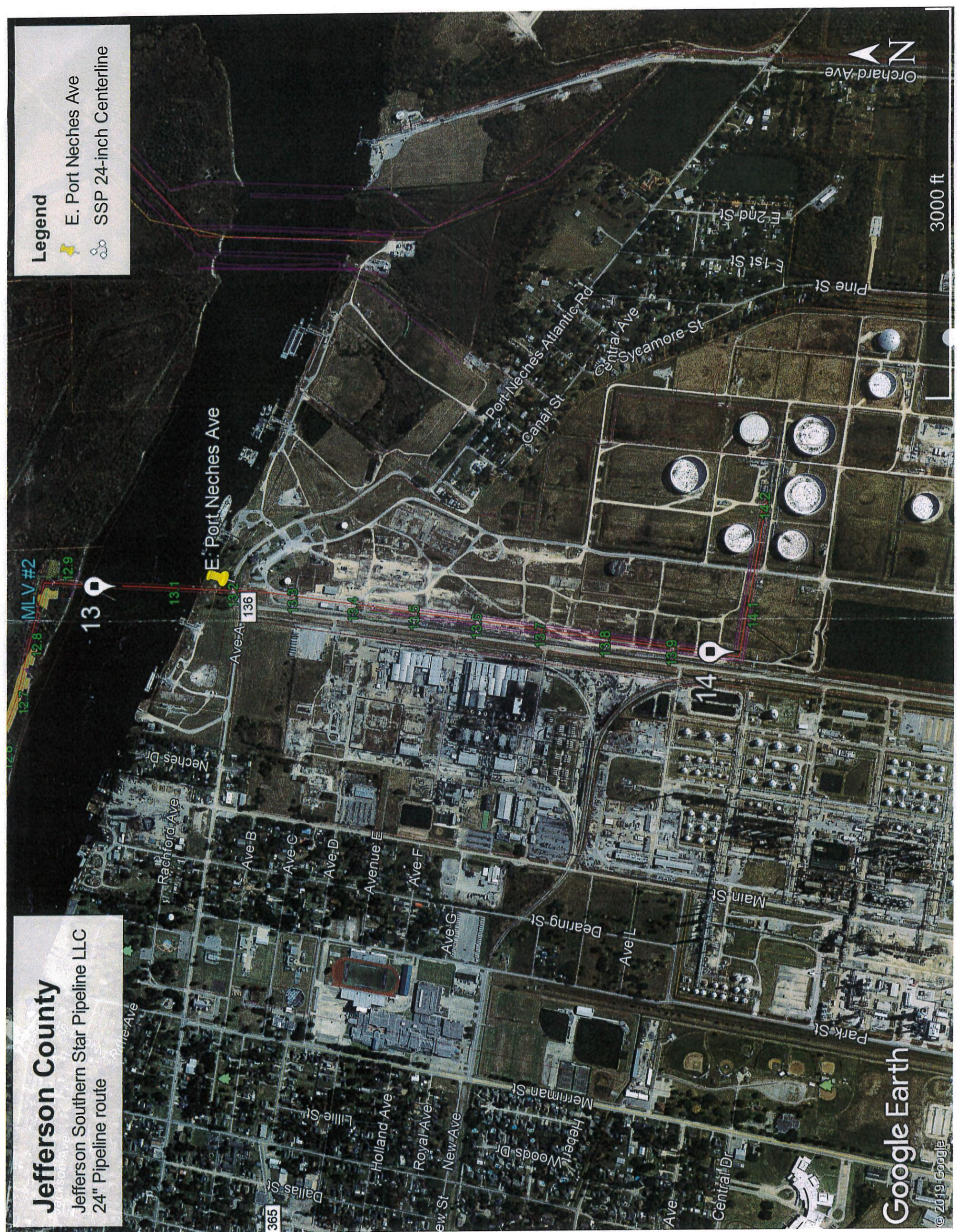
1. STANDARD PIPELINE CROSSING

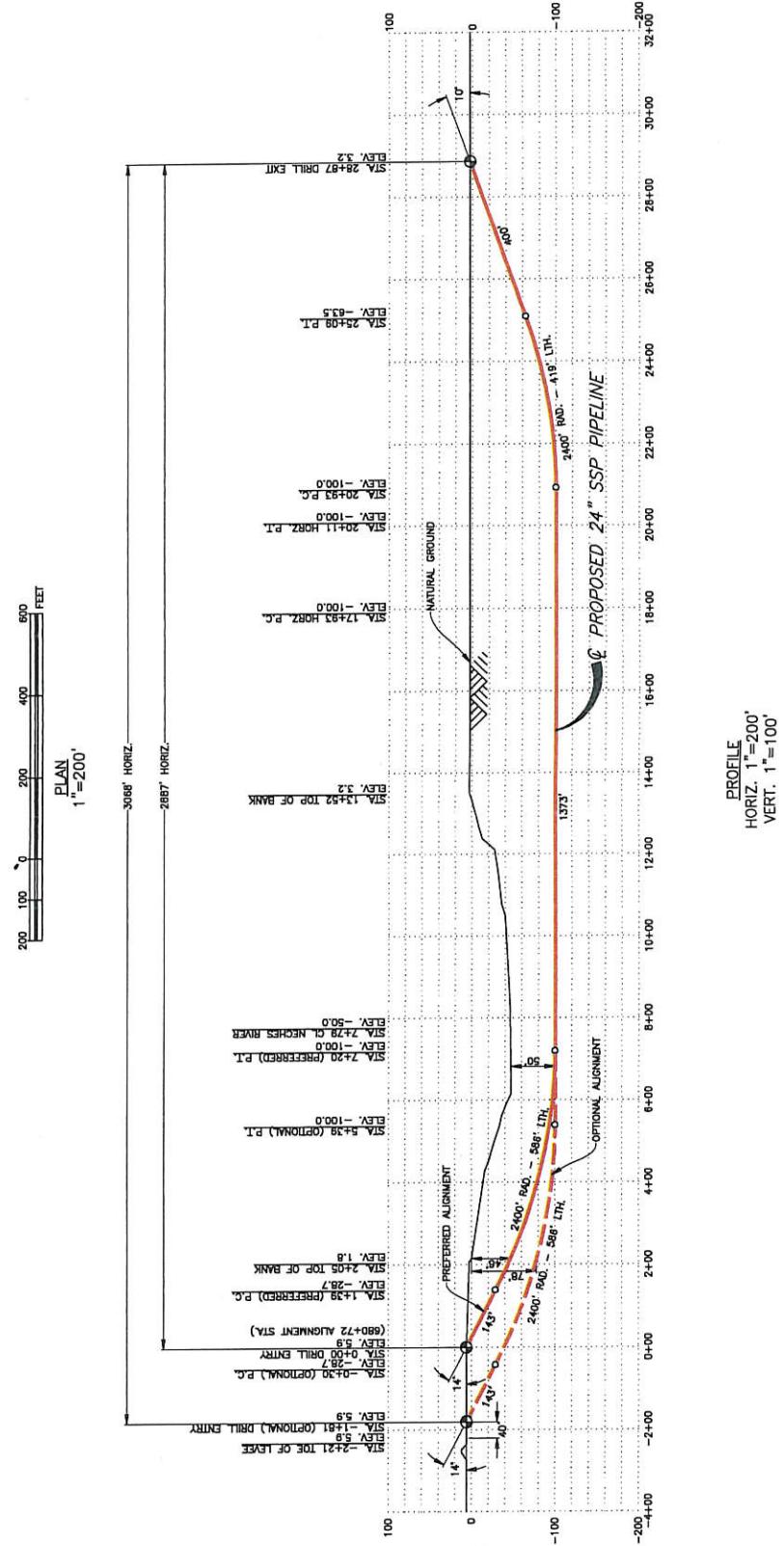
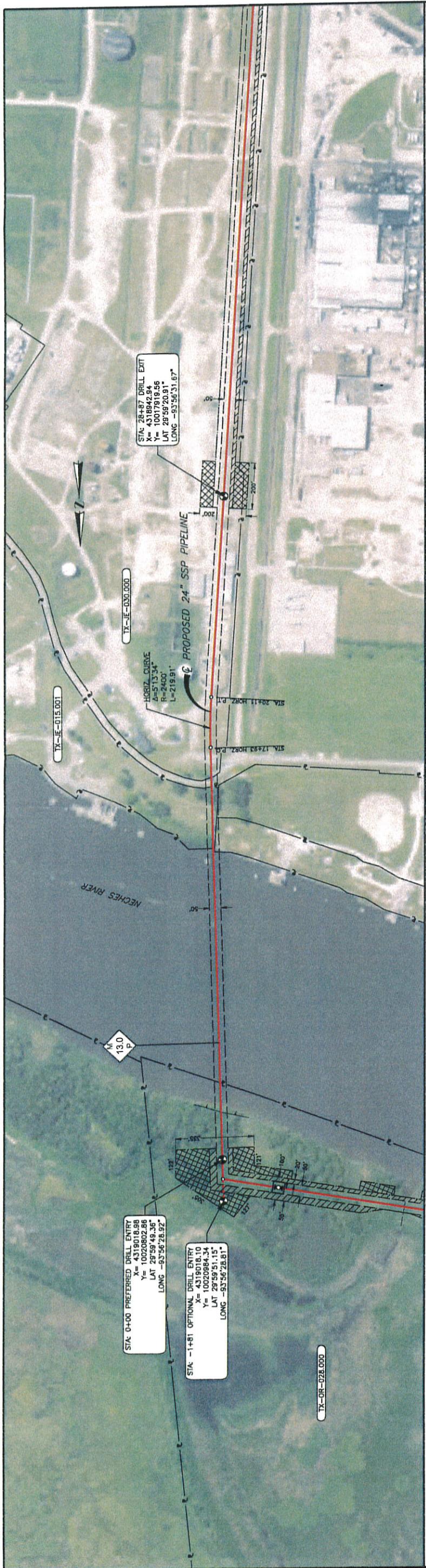


*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY	
ENGINEERING DEPARTMENT	
PIPELINE DETAILS (STD.)	
12-7-79	NO SCALE





ISSUED FOR
CONSTRUCTION

 GULF INTERSTATE ENGINEERING Houston, Texas F-2830		 JEFFERSON ENERGY COMPANIES	
HORIZONTAL DIRECTIONAL DRILL JEFFERSON ENERGY PIPELINES PROJECT PROPOSED 24" SOUTHERN STAR PIPELINE NECHES RIVER CROSSING AT M.P. 13.0 ORANGE / JEFFERSON COUNTY, TEXAS			
LEGEND		DRAWING NO. <input type="text"/> REV. <input type="text"/>	
— — — Q. Road	— — — S. Water Line	— — — Tract No. <input type="text"/>	
— — — C. Creek/River	— — — W. Water Line		
— — — Fence	— — — Top Valve <input checked="" type="checkbox"/>		
— x —	— — — Transmission Tower <input type="checkbox"/>		
— P —	— — — Power Pole <input type="checkbox"/>		
— — — O.L. Pw. In.	— — — Main Line Valve <input type="checkbox"/>		
— — — C. —	— — — Induction Band <input type="checkbox"/>		
— + — + — C. Railroad	— — — Main Post <input type="checkbox"/>		
— — — F. Foreign Pipeline	— — — Collocated Test Sta. <input type="checkbox"/>		
— t — — — P. Property Line	— — — Warning Sign <input type="checkbox"/>		
— — — C. Utility	— — — Concrete Weights <input type="checkbox"/>		
— — — S. Survey/Section L.	— — — Pipeline P.L. <input type="checkbox"/>		
— — — T. Temporary Work Space <input checked="" type="checkbox"/>	— — — Additional Temporary Work Space <input type="checkbox"/>		
	0 07/02/18 ISSUE FOR CONSTRUCTION	KK	LT
	REV DATE	APPROVED BY:	APPROVED BY:
	REVISION	RD	DATE
		02/11/18	02/12/18
		KK	DATE
		02/01/19	07/01/19
		LT	DATE
		1" = 200'	1" = 200'
		SCALE	SCALE
		DRAWING NO.	DRAWING NO.

DESIGN DATA	
CROSSING HORIZONTAL LENGTH:	2,887'
DIRECTIONAL DRILL LENGTH:	2,921'
DESIGN BEND RADIUS:	400'
DESIGN EXIT RADIUS:	2,400'
GENERAL NOTES	
1. CONTRACTOR SHALL ACTIVELY MONITOR THE DRILLED ALIGNMENT FOR IMPACTS THAT COULD OCCUR AS A RESULT OF HDD OPERATIONS, I.E. SEDIMENT HEAVE, AND DRILLING FLUID FLOW. CONTRACTORS MONITORING PROCEDURES AND ASSOCIATED EMERGENCY RESPONSE PLANS SHALL BE APPROPRIATE TO ENSURE THAT PUBLIC SAFETY IS NOT COMPROMISED.	
2. STRATIFICATION LINES AND SUBSURFACE MATERIAL DESCRIPTIONS SHOWN ON THIS DRAWING HAVE BEEN SIMPLIFIED FOR PRESENTATION PURPOSES. REFER TO THE PROJECT GEOTECHNICAL REPORT FOR MORE DETAILED SUBSURFACE INFORMATION.	
3. PLACEMENT OF HORIZONTAL DRILLING RIG IS NOT FIXED BY DESIGNATION OF ENTRY AND EXIT POINTS. DRILLING RIG PLACEMENT AND FOR THE USE OF DUAL RIGS SHALL BE AT CONTRACTOR'S OPTION.	
4. WORK WILL BE CONDUCTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF GENERAL PERMIT NUMBER RXXX-XXX.	
5. RIVER DEPTH AND PROFILE TO BE VERIFIED BY HYDROGRAPHIC SURVEY.	
SURVEY NOTES	
1. HYDROGRAPHIC SURVEY DATA PROVIDED BY JAMA, TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 FEET	

**AGENDA ITEM****February 18, 2020**

Consider and possibly approve a Resolution to approve the Jefferson County District Attorney's Office annual grant application for Violence Against Women Act funding from the Criminal Justice Division of the Governor's Office. (Grant Number 1346623)



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 18th day of February, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

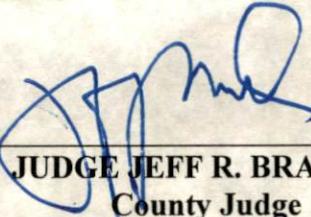
BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2020 through August 31, 2021 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

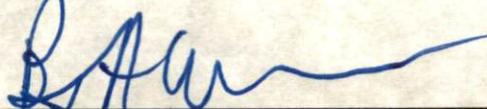
Grant No. 1346623

Signed this 18th of February, 2020.

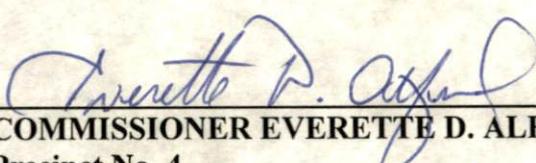


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



LEFT BLANK INTENTIONALLY



**DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102**

15 January 2020

JEFFERSON COUNTY (SDA0415)
MR FRED JACKSON
FIRST ASSISTANT TO COUNTY JUDGE
PO BOX 4025
BEAUMONT TX 77704

Attached is the 2020 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF).

The renewal package includes the following:

1. Instruction Sheet
2. 2020 Loan Agreement with Attachments 1 and 2.
3. 2020 Inventory
4. Point of Contact Information Sheet
5. Return Checklist, for your convenience

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

The 2020 loan renewal package must be returned no later than **31 March 2020**.

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

Sincerely

MELISSA SHAW
Community Static Display Program Administrator

Attachments:

1. Instruction Sheet
2. 2020 Loan Agreement w/Attachments
3. 2020 Inventory Report
4. Point of Contact Information Sheet
5. Return Checklist

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

2020 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the JEFFERSON COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at BEAUMONT, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2019 and ending 31 March 2020. This Agreement is not transferable.

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

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

4.0 Loan Conditions.

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

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

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

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

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

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

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

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

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

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

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2020.

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

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

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

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF

for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

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

10.0. Borrowers Responsibilities.

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

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

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

11.0. Initial Loan Agreement Requirements.

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

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

*WE ARE
SELF
INSURED*

gj

12.0. Annual Loan Renewal Requirements.

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

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

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

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

13.0. Display/Maintenance Requirements.

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

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

"The (item) on display is actually (nomenclature), Serial No. 68788, but painted and marked to depict (nomenclature), Serial No. 68788, assigned to the (Unit and/or person) in (location or theater) during (year)."

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

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

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

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

14.0. Radioactive Components.

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

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

15.0. Loan Termination.

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

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

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

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

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

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

Executed on behalf of the NMUSAF, this Fifteenth Day of January 2020, at Wright-Patterson AFB Ohio.

By:
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

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

Telephone: (937) 255-8839 Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

ACCEPTANCE

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

Executed on behalf of the Borrower this 18th day of February, 2020, at 10:45 AM

JEFFERSON COUNTY, TEXAS
(Name of Borrower/Organization)

By: _____
(Signature)

JEFF R. BRANICK, COUNTY JUDGE
(Typed or Printed Name & Title)

Address: 1149 PEARL ST., 4th FLOOR
BEAUMONT, TX 77701

Telephone: **409-835-8464** Fax Number: **839-2311**

Email: f.jackson@cajefferson.k12.tx.us

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

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

B. Security Requirements:

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

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

C. Maintenance Records:

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

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

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

B. Prepare Landing Gear:

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

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

C. Prepare Hydraulic Systems:

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

D. Prepare Electronic Systems:

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

E. Prepare Airframe:

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

F. Prepare Control Surfaces:

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

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

G. Radiation Safety:

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

H. Final Preparation:

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

I. Coordination:

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

ATTACHMENT 2**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR THE CARE OF ARTIFACTS****A. Information:**

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

B. General Guidelines for Artifacts:

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

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

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

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

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

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

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

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

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

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

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

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

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

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

NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT

Loan Account Number SDA0415

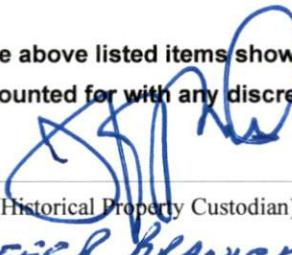
09-Jan-20

RCS: HAF-HO(A) 880

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

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

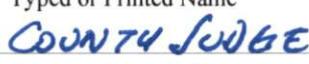
Signature:


(Historical Property Custodian)


(Date)

JEFF R. KRANICK

Typed or Printed Name


COUNTY JUDGE

Typed or Printed Title

2020 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	MR FRED JACKSON
TITLE PRIMARY POINT OF CONTACT	FIRST ASSISTANT TO COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	FJACKSON@CO.JEFFERSON.TX.US

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

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

The loan renewal package may be returned through the mail to the following address:

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

Or it may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil. The photographs must be attached to the email as .jpgs.

SUSPENSE DATE 31 MARCH 2020

**AGENDA ITEM****February 18, 2020**

Discussion and possible action to approve as a sponsor Articles of Incorporation of the Southeast Texas Flood Control District LGC., and appointing directors for that local government corporation.



Resolution

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

APPROVING ARTICLES OF INCORPORATION 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 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 certificate of formation as the initial directors of the Corporation for the respective terms specified in such certificate of formation; and

WHEREAS, the approvals and appointments are solely for purposes of satisfying a condition to the filing of certificate of formation 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 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 articles 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, LGC. 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

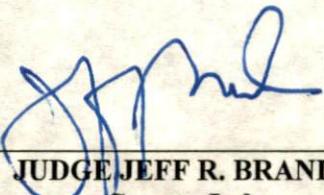
2. The Jefferson County Commissioners Court hereby APPROVES and authorizes the form of the Articles of Incorporation of the Corporation attached hereto and incorporated herein for all purposes, and has determined that the approval of this form is wise, expedient, necessary and desirable;

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;

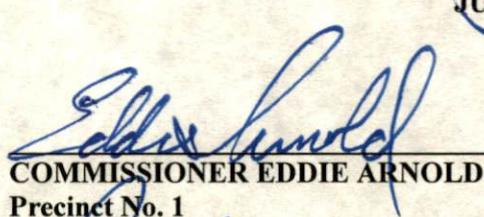
4. The Jefferson County Commissioners Court hereby grants the authority necessary for the County Judge, as a director of the Corporation, to approve the adoption of Articles of Incorporation in the form attached hereto; and

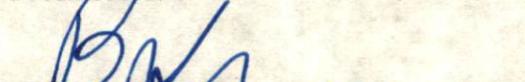
5. The Jefferson County Commissioners Court hereby appoints the director of the Corporation for which Jefferson County, Texas is the sponsor, as set forth in the Articles of Incorporation of the Corporation.

Upon Motion Duly Made and Seconded, the above Resolution is hereby ADOPTED, by the Commissioners Court of Jefferson County, on this, the 18th day of FEBRUARY, 2020.



JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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

Pursuant to Texas Local Government Code § 394.014, the Texas Nonprofit Corporation Act Article § 1396-101 *et seq.*, and 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 his respective Sponsor 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 the Southeast Texas Flood Control District, LGC.

ARTICLE TWO

CHARACTER

The Corporation is a public, nonprofit local government corporation.

ARTICLE THREE

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

PURPOSE

The Corporation is formed solely to carry out the purposes of the authorizing Act and is created pursuant to 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, which authorize 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 is organized and is to be operated to aid, assist and act on behalf of the Sponsors: (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 apply for available financial assistance, funding and grants for the benefit of the Sponsors; (c) 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 (d) 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 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., 4th Floor, Beaumont, Texas 77701. The name of the initial registered agent of the Corporation at that address is Judge Jeff Branick.

ARTICLE SEVEN

DIRECTORS AND VOTING

All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting of eight (8) persons. Each Sponsor shall appoint one (1) Director. The initial Directors listed below shall serve for the term expiring three years from the date of filing of these Articles of Incorporation. Subsequent appointments shall be made by the Commissioners Court of each Sponsor, with each Director serving a three (3) year term. Any Director may be removed from office at any time, by the respective Commissioners Court who appointed them. Each Commissioners Court shall have the right to appoint a replacement for such removed Director. Any removal by a Commissioners Court shall be effective immediately and that Commissioners Court shall appoint a replacement within sixty (60) days following removal. In the event a Director is not appointed by the Commissioners Court, the County Judge shall serve as the Director for that Sponsor.

The Board may appoint non-voting "Ex Officio" members to the Board as provided in the Bylaws.

To be qualified to serve as a Director, a person must be at least eighteen (18) years old and reside within the boundaries of his appointing Sponsor.

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:

Jeff Branick
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701
Jefferson County

Wayne McDaniel
300 West Monroe Street
Kountze, Texas 77625
Hardin County

John Gothia
123 South 6th Street
Orange, Texas 77630
Orange County

Mark Allen
121 N Austin Street, Room 106
Jasper, Texas 75951
Jasper County

Kenneth Weeks
110 Court Street, Room 125
Newton, Texas 75966
Newton County

Jimmy Sylvia
PO Box 939
Anahuac, Texas 77514
Chambers County

Jacques L. Blanchette
100 W Bluff Street
Woodville Texas 75979
Tyler County

Jay H. Knight
1923 Sam Houston Street
Liberty, Texas 77575
Liberty County

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.

ARTICLE TEN

SPONSOR

The counties 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:

Sponsor	Date of Adoption
Jefferson County	_____
Hardin County	_____
Orange County	_____
Jasper County	_____
Newton County	_____
Chambers County	_____
Tyler County	_____
Liberty County	_____

ARTICLE ELEVEN

INCORPORATORS

The names and addresses of the incorporators, each of whom resides within the boundaries of the Corporation and the respective sponsor are:

Laurie Ardoine 8385 Edgar Park Dr Orange TX 77630 Orange County	Jacques L. Blanchette 100 West Bluff St. 105 Woodville TX 75979 Tyler County	Ken Jobe 201 Veterans Way Woodville TX 75979 Tyler County
Miranne Pruett 1400 Shadowdale St Bridge City TX 77611 Orange County	Mike Marshall 205 N Charlton Woodville TX 75979 Tyler County	Kenneth Weeks 110 E Court St Newton TX 75966 Newton County
Jeannine Denman 7503 Circle 2 Orange TX 777632 Orange County	Charles "Buck" Hudson 202 N Charlton Woodville TX 75979 Tyler County	Philip White 110 E Court St Newton TX 75966 Newton County

William L. Fuller 110 E Court St. Newton TX 75966 Newton County	Vance Moss 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Bruce Karbowski 1923 Sam Houston St Liberty TX 77575 Liberty County
Wayne McDaniel 300 W Monroe St Kountze TX 77625 Hardin County	Lauren VanDeventer PO Box 939 Anahuac TX 77514 Chambers County	Greg Arthur PO Box 77 Hardin TX 77561 Liberty County
L.W, Cooper, Jr PO Box 1757 Silsbee TX 77656 Hardin County	Aaron Thomas PO Box 939 Anahuac TX 77514 Chambers County	James Reaves 119 Fenner Ave. Cleveland TX 77327 Liberty County
Chris Kirkendall PO Box 1436 Kountze TX 77625 Hardin County	Jimmy Sylvia PO Box 939 Anahuac TX 77514 Chambers County	Leon Wilson PO Box 88 Dayton TX 77535 Liberty County
Ken Pelt PO Box 550 Sour Lake TX 77659 Hardin County	Jeff Branick 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	
Alvin Roberts PO Box 8166 Lumberton TX 77657 Hardin County	Eddie Arnold 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	
Mark W. Allen 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Brent A. Weaver 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	
Charles Shofner, Jr. 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Michael S. Sinegal 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	
Roy Parker 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Everette "Bo" Alfred 1149 Pearl St, 4 th Floor Beaumont TX 77701 Jefferson County	
Willie Stark 121 N Austin St, Room 106 Jasper TX 77951 Jasper County	Jay H. Knight 1923 Sam Houston St Liberty TX 77575 Liberty County	

ARTICLE TWELVE

AMENDMENTS

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

ARTICLE THIRTEEN

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 the 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 benefitted Sponsors; and

(2) if the liability was incurred for the benefit of all the Sponsors, the liability shall be based on the percentage of the 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 Article, provided such allocation is not contrary to state law.

EFFECTIVENESS OF FILING

This document becomes effective upon filing by the Secretary of State.

EXECUTION

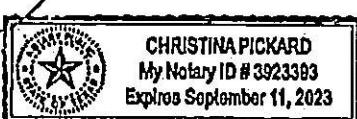
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned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

Orange County Incorporators

Date 12/10/2019Lori Ardoine
Signature of IncorporatorLori Ardoine
Printed or typed name of Incorporator
8385 Edgardo DrOrange Tx, 77630
Address of IncorporatorDate 12/10/2019Marianne Pruett
Signature of IncorporatorMarianne Pruett
Printed or typed name of Incorporator
1400 Shadowdale St.
Bridge City, Tx. 77621
Address of IncorporatorDate 12/10/2019Jeannine Deeman
Signature of IncorporatorJeannine Deeman
Printed or typed name of Incorporator
7503 Circle 2
Orange, TX 77652
Address of IncorporatorSTATE OF TEXAS
§
COUNTY OF ORANGE
§

Before me on this 10th day of December 2019, appeared Lori Ardoine, and MARIANNE PRUETT, and JEANNINE DEEMAN, known to be to, be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.

My Commission Expires:

9/11/2023

Tyler County IncorporatorsDate 12/11/19

Signature of Incorporator

County Judge Jacques L. Blanchette
100 West Bluff Street, Rm 105
Woodville, Texas 75979Date 12/11/19

Signature of Incorporator

Mike Marshall, Commissioner, Precinct 3
205 N. Charlton
Woodville, Texas 75979Date 12/11/19

Signature of Incorporator

Charles "Buck" Hudson, Commissioner, Precinct 3
205 N. Charlton
Woodville, Texas 75979Date 12/11/19

Signature of Incorporator

Ken Jobe, Emergency Management Coordinator
201 Veterans Way
Woodville, Texas 75979

STATE OF TEXAS

§

COUNTY OF TYLER

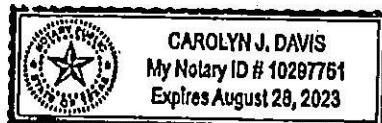
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Before me on this 11th day of December 2019, appeared Ken Jobe, and Jacques Blanchette and Charles Hudson and Mike Marshall, known to be to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.

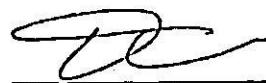
Carolyn J. Davis
Notary Public, State of Texas

My Commission Expires:



Newton County Incorporators

Date 12/11/2019



Signature of Incorporator

Kenneth Weeks

Printed or typed name of Incorporator

110 E Court Street
Newton, TX 75966

Address of Incorporator



Signature of Incorporator

Phillip White

Printed or typed name of Incorporator

110 E. Court Street
Newton, TX 75966

Address of Incorporator



Signature of Incorporator

William L. Fuller

Printed or typed name of Incorporator

110 E. Court Street
Newton, TX 75966

Address of Incorporator

Date 12/11/2019

STATE OF TEXAS

§

COUNTY OF NEWTON

§

Before me on this 11 day of December, 2019, appeared Kenneth Weeks and Phillip White, and William L. Fuller, known to be to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.



Notary Public, State of Texas

My Commission Expires:

5/13/2020



Hardin County Incorporators

Wayne McDaniel
County Judge
300 W. Monroe Street
Kountze, Texas 77625

13/10/2019
Date

Date

L.W. Cooper, Jr., County
County Commissioner, Precinct 1
PO Box 1757
Silsbee, Texas 77656

Date

Date _____

**Chris Kirkendall
County Commissioner, Precinct 2
PO Box 1436
Kountze, Texas 77625**

12-10-19

Date

Ken Pelt
County Commissioner, Precinct 3
PO Box 550
Sour Lake, Texas 77659

12/10/19

Date

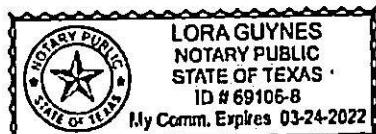
Alvin Roberts
County Commisioner, Precinct 4
PO Box 8166
Lumberton, Texas 77657

12/10/19

Date:

STATE OF TEXAS
COUNTY OF HARDIN

Before me on this 10th day of December, 2019, appeared Wayne McDaniel, L.W. Cooper, Jr., Chris Kirkendall, Ken Pelt, and Alvin Roberts, known to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.



Notary Public, State of Texas
Commission Expires: 03/24/2022

Jasper County Incorporators:

Date: December 9, 2019


Signature of Incorporator

Mark W. Allen, Jasper County Judge
121 North Austin Street, Room 106,
Jasper, Texas 75951

Date: December 9, 2019

Charles Shipp Jr.
Signature of Incorporator

Charles Shosner, Jr., Pct. 1 Commissioner
121 North Austin Street, Room 106
Jasper, Texas 75951

Date: December 9, 2019

Signature of Incorporator

Roy Parker, Pct. 2 Commissioner
121 North Austin Street, Room 106
Jasper, Texas 75951

Date: December 9, 2019

Signature of Incorporator

Willie Stark, Pct. 3 Commissioner
121, North Austin Street, Room 106
Jasper, Texas 75951

Date: December 9, 2019

Vance Moss
Signature of Incorporator

Vance Moss, Pct. 4 Commissioner
121 North Austin Street, Room 106
Jasper, Texas 75951

STATE OF TEXAS

§

COUNTY OF JASPER

§

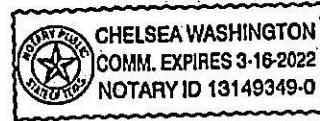
Before me on this 9th day of December 2019, appeared Mark W. Allen, Charles Shofner, Jr., Roy Parker, Willie Stark, and Vance Moss, known to be to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.



Notary Public, State of Texas

My Commission Expires:

3/16/2022



Chambers County Incorporators

Date December 12, 2019

Lauren VanDeventer
Signature of Incorporator

Lauren VanDeventer

Printed or typed name of Incorporator

P.O. Box 939

Anahuac, TX 77514

Address of Incorporator

C. Aaron

Signature of Incorporator

Aaron Thomas

Printed or typed name of Incorporator

P.O. Box 939

Anahuac, TX 77514

Address of Incorporator

Date December 12, 2019

Jimmy Sylvia
Signature of Incorporator

Jimmy Sylvia

Printed or typed name of Incorporator

P.O. Box 939

Anahuac, TX 77514

Address of Incorporator

STATE OF TEXAS

§

COUNTY OF CHAMBERS

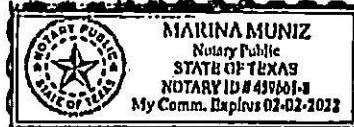
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Before me on this 12 day of November 2019, appeared Lauren VanDeventer and Aaron Thomas, and Jimmy Sylvia, known to be to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.

Marina Muniz
Notary Public, State of Texas

My Commission Expires:

02/02/2022



Jefferson County Incorporators

Date 1/10/19

Signature of Incorporator

JEFFER BRANICK

Printed Name of Incorporator

Signature of Incorporator

EDDIE ARNOOD

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 OFFICE IS 1149 PEARL, 8TH FLOOR, BEAUMONT, TX 77701

STATE OF TEXAS

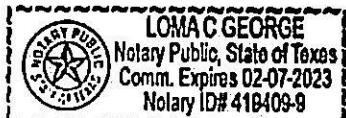
COUNTY OF JEFFERSON

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:

02-07-2023LOMAC GEORGE

Notary Public, State of Texas



Liberty County Incorporators

Date: January 14, 2020



Signature of Incorporator

Jay H. Knight

Printed or typed name of Incorporator
Liberty County Judge

1923 Sam Houston St. Liberty, TX 77575
Address of Incorporator

Date: January 14, 2020

Signature of Incorporator

Bruce Kurbowski

Printed or typed name of Incorporator
Liberty County Commissioner Precinct 1

1923 Sam Houston St. Liberty, TX 77575
Address of Incorporator

Date: January 14, 2020

Signature of Incorporator

Greg Arthur

Printed or typed name of Incorporator
Liberty County Commissioner Precinct 2

P.O. Box 77, Hardin, TX 77561
Address of Incorporator

Date: January 14, 2020

Signature of Incorporator

James Reaves

Printed or typed name of Incorporator
Liberty County Commissioner Precinct 3

119 Fenner Avenue, Cleveland, TX 77327
Address of Incorporator

Date: January 14, 2020

L.A. Wilson

Signature of Incorporator

Leon Wilson

Printed or typed name of Incorporator
Liberty County Commissioner Precinct 4

P.O. Box 88 Dayton, TX 77535

Address of Incorporator

STATE OF TEXAS

§

COUNTY OF LIBERTY

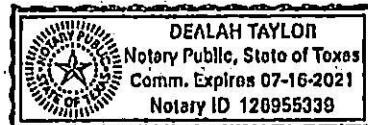
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Before me on this 14th day of January 2020, appeared Jay Knight, and Bruce Karbowski, Greg Arthur, and James Bravos Leon Wilson, known to be to be the persons whose names are subscribed to the foregoing document and, being first duly sworn, declared that the statements therein contained are true and correct.

Dealah Taylor
Notary Public, State of Texas

My Commission Expires:

7-16-2021



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, LGC. 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 FEBRUARY 18, 2020; and as such she is duly authorized to make this verification.

Carolyn 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 18th day of February, 2020.



January, 2020.

Lorraine C. George
Notary Public in and for the State of Texas

Loma C George
(Stamped or Printed Name of Notary)

(Stamped or Printed Name of Notary)

02-07-2023

My Commission Expires:

Special, February 18, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 18, 2020